

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, SEPTEMBER 18, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to approve an Agreement-Economic Development Grant between Gila County and the Bullion Plaza Cultural Center & Museum whereby the County will disburse up to \$25,000 to the Museum to use to maintain and improve the Museum; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**
 - B Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Pleasant Valley Fire District for a grant not to exceed \$13,000 to purchase a replacement heart monitor/defibrillator for this remote area of the Tonto National Forest in Gila County; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**
 - C Information/Discussion/Action to approve a grant reimbursement payment for the steel archway and fencing to Arizona Department of Transportation for the Gila County Fairgrounds Entrance and Gateway Enhancement Project in the amount of \$56,495.13. **(Steve Stratton)**
 - D Information/Discussion/Action to review all bids submitted for Request for Proposals No. 062512-1 for janitorial service in southern Gila County; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph Heatherly)**
 - E Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 032712-1 for the Russell Road Reconstruction Project; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph Heatherly)**
 - F Information/Discussion/Action to approve a Grantee Agreement (Contract No. GRA-RC004-13-0556-01) between the Gila County Health Department and the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), in the amount of \$155,000 to provide the Healthy Steps program to address child development, environmental issues, well-baby visits, nutrition, and other areas of development for the period of

October 1, 2012, through June 30, 2013. **(Michael O'Driscoll)**

3 CONSENT AGENDA ACTION ITEMS:

- A Approval of Amendment No. 2 to the Intergovernmental Agreement between Re-Employment Pre-Layoff Assistance Center (REPAC) and Gila County which will increase REPAC's annual cost from \$15,876 to \$17,850. REPAC's office space has increased from 249 sq. ft. to 299 sq. ft. and common area has increased from 507 sq. ft. to 551 sq. ft. at the Pinal County Comprehensive One-Stop Center in Casa Grande.
- B Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 040112-1 between Gila County and Western States Petroleum for bulk fuel and lubricants to add 5/20 crankcase semi-synthetic lubricant to the contract at a cost of \$8.41 per gallon.
- C Approval of Amendment No. 4 to the Intergovernmental Agreement between Central Arizona Association of Governments (CAAG) and Gila County, which increases CAAG's annual cost to \$7,967 by adding one cubicle of workspace at the Gila County Comprehensive One-Stop Center in Globe.
- D Approval of the revised Public Works Division Policy # DPW 05-06 - On-Call Policy.
- E Approval of request for waiver of fees by the Gila County Fair Committee for the use of the Fairgrounds facilities in Globe for the 2012 Gila County Fair scheduled September 20 through September 23, 2012.
- F Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fair Bull Riding event on September 21, 2012, and the Team Roping event on September 22, 2012.
- G Approval of a Special Event Liquor License Application submitted by the Cobre Valley Regional Medical Center Foundation to serve liquor on November 3, 2012, at the Gila County Fairgrounds for its annual Art and Wine Auction.
- H Approval of the June 2012 monthly activity report submitted by the Clerk of the Superior Court.
- I Approval of the July 2012 monthly activity report submitted by the Clerk of the Superior Court.
- J Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor during a fund-raiser dinner to be held at Fossil Creek Creamery on September 22, 2012.

- K Approval of an Application for Wine Festival License/Wine Fair License submitted by Pillsbury Wine Co., LLC to serve wine samples and sell its domestic wine during a Wine Fair being held in conjunction with the Pine Strawberry Fuel Reduction, Inc.'s fund-raiser dinner at the Fossil Creek Creamery on September 22, 2012.
 - L Approval of Amendment No. 2 to an Inmate Work Contract (ADC Contract No. 020020DC) between the Gila County Board of Supervisors and the State of Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex-Phoenix/Globe, to extend the Contract for an additional 5 years, effective January 1, 2013, through December 31, 2017, and to change the name to Arizona State Prison Complex-Florence/Globe.
 - M Approval of the August 20, 2012, BOS meeting minutes.
 - N Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of August 18, 2012, to August 24, 2012, and the week of August 25, 2012, to August 31, 2012.
 - O Approval of finance reports/demands/transfers for the weeks of September 11, 2012, and September 18, 2012.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 5 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-1452

Regular Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Don McDaniel Jr., County Manager

Department: County Manager

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates 2012-2013 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Agreement-Economic Development Grant with Bullion Plaza Cultural Center & Museum

Background Information

Mr. Joe Sanchez, President of the Board of Directors for the Bullion Plaza Cultural Center & Museum, gave a presentation on June 5, 2012, to the Board of Supervisors requesting the Board consider an Economic Development Grant for the museum.

Evaluation

Bullion Plaza was opened as a grammar school in 1923 and was in operation until 1994 when it closed because of concerns it had fallen into disrepair. In 1997, the Town of Miami purchased the school from the school district and committed to use it as a cultural center and museum for the public. In 2011, Bullion Plaza was added to the National Register of Historic Places.

In an effort to maintain the grounds, update current exhibits, add new exhibits, update their website, and add signage on the road to inform the public of the museum, the Board of Directors of the Bullion Plaza Cultural Center & Museum have requested an Economic Development Grant in the amount of \$25,000.

Conclusion

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$25,000 in an Economic Development Grant to the Bullion Plaza Cultural Center & Museum Board of Directors to further the economic development of the County.

The Museum is a non-profit organization which enjoys and maintains federal exempt status and the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

The Museum agrees to provide to the County an annual update report on the activities at the Museum July of each year and will credit the County for the Grant funding in all literature advertising the Museum.

Recommendation

County Staff recommends that the Board of Supervisors approve the Agreement-Economic Development Grant between Gila County and the Bullion Plaza Cultural Center & Museum in an amount not to exceed \$25,000 for improvements to the Museum.

Suggested Motion

Information/Discussion/Action to approve an Agreement-Economic Development Grant between Gila County and the Bullion Plaza Cultural Center & Museum whereby the County will disburse up to \$25,000 to the Museum to use to maintain and improve the Museum; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

Bullion Plaza Cultural Center Museum Agreement

Letter From Bullion Plaza Board of Directors President

**AGREEMENT
BETWEEN
GILA COUNTY
AND
BULLION PLAZA CULTURAL CENTER & MUSEUM**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2012, by and between Gila County, hereinafter referred to as "County" and the Bullion Plaza Cultural Center & Museum, hereinafter referred to as "BPCCM".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to BPCCM in order to further the economic development potentials of a cultural center on the National Register of Historic Places within the County; and

WHEREAS, the Gila County Board of Supervisors finds that BPCCM is owned by the Town of Miami and operated and maintained by the BPCCM Board within the boundaries of the County and is for the benefit of the public; and

WHEREAS, BPCCM has requested funding and desires to improve the cultural center in order to provide for economic development growth within the County; and

WHEREAS, BPCCM is a non-profit organization which enjoys and maintains federal tax exempt status; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$25,000 in an Economic Development Grant to the BPCCM Board to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$25,000 in the form of an Economic Development Grant to BPCCM for the benefit of the public.
2. The Grant will be used by BPCCM for the upgrade of the existing exhibits, development of new exhibits, upgrade of the website infrastructure, grounds maintenance, and road signage to inform the public and traveling visitors of the Cultural Center and Museum.

3. BPCCM agrees to credit the County's Economic Development Grant funding at the Cultural Center itself and in all literature advertising the Cultural Center.
4. BPCCM agrees to provide to the County an annual update report on the activities at the Cultural Center July of each year.
5. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Bullion Plaza Cultural Center & Museum
Attn: Joe Sanchez
P.O. Box 786
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

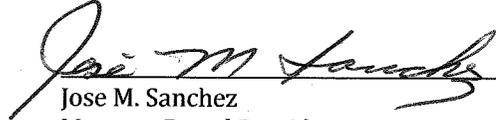
1. Indemnification: The BPCCM shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suites, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Fire Department, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the BPCCM does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

BULLION PLAZA CULTURAL CENTER & MUSEUM



Jose M. Sanchez
Museum Board President

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney



8/10/12
Scanned & Emailed to:

D. McDaniel
T. Martin
S. Dawson
M. Sheppard

August 9, 2012

Mr. Michael A. Pastor
District II Supervisor
Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Dear Supervisor Pastor:

On the 5th of June 2012, during a regular meeting of the Gila County Board of Supervisors, Bullion Plaza Cultural Center & Museum Director Tom Foster and Board President Joe Sanchez gave a PowerPoint presentation on the progress of bringing the Center back to life, and creating a renewed venue and source of economic development to the area. The Museum requested of the Supervisors consideration of a \$25,000.00 economic grant under Presentations/Item C.

In consideration of the above, we would like to revisit this request, and ask of the progress and possibility of receipt of these funds in the not too distant future.

At this point in our development, the requested funding is of great import in our ability to move forward. Your consideration and action on this request would be greatly appreciated.

In closing, and once again, thank you for all your assistance and interest in the past. Without this, we would not be able to enjoy those things that make us a destination and draw for those of the community, as well as those from the State and other areas, both here in the U.S. and elsewhere.

At your convenience, an update on the progress of this request and any added information needed, would be greatly appreciated.

With Sincere Regards,

Mr. Jose M. Sanchez, Museum Board President
Bullion Plaza Cultural Center & Museum
PO Box 786
Miami, AZ 85539

Mobile: 928.200.2012

P.O. BOX 786, MIAMI, AZ 85539

ARF-1461

Regular Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Becky Woolsey-Cottom, Administrator
Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Fiscal Year: 2013 Budgeted?: No

Contract Dates September 2012 Grant?: Yes

Begin & End: & March 31, 2013

Matching Requirement?: No Fund?: New

Information

Request/Subject

Pleasant Valley Fire District Intergovernmental Agreement-Economic Development Grant for emergency medical equipment.

Background Information

The Pleasant Valley Fire District(PVFD) is located in a remote area of the Tonto National Forest serving a year round population of approximately 700, which more than doubles during certain times of the year. Pleasant Valley is seated in the heart of Unit 23, a prime and highly sought after area for hunters where accidents can and do happen.

The Tonto National Forest is the fifth largest forest in the United States, and one of the most visited forests in the country. PVFD has a massive emergency service (EMS) response coverage area of 640 square miles, and most times are the only EMS that will respond.

Pleasant Valley is made up primarily of cattle ranchers and self-employed with a high retired population. EMS calls equate to 95% of the emergencies that they are dispatched out to, with their high elderly population as a major contributing factor.

PVFD is a volunteer department funded through Gila County property tax dollars. They run on an incredibly small annual budget of \$102,277 and were forced to increase their tax rate this year just to keep the same tiny operating budget as last year. They are in a very difficult situation right now. Their "12-lead heart monitor" is malfunctioning and unreliable. It needs to be replaced at a cost of approximately \$13,000. This would be about 13% of their total budget.

Evaluation

Pleasant Valley is extremely remote which takes 1 1/2 hrs to reach the closest hospital by vehicle (Globe & Payson). Most acute emergencies earn a helicopter ride to the nearest hospital. Pleasant Valley community cannot be without the lifesaving equipment. Replacing this defibrillator is a must or it could cost one of the many seasonal visitors or beloved community members their life.

Conclusion

PVFD is in need of the county's support in approving the Intergovernmental Agreement-Economic Development Grant to purchase a new heart monitor/defibrillator. The Board may appropriate funds for this purpose if it is for a purpose determined to be for the benefit of the public and it will improve or enhance the economic welfare of the inhabitants of the county.

Recommendation

The County Manager recommends that the Board of Supervisors approve this request from the Pleasant Valley Fire District for an economic development grant not to exceed \$13,000 to allow PVFD to purchase a new heart monitor/defibrillator.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Pleasant Valley Fire District for a grant not to exceed \$13,000 to purchase a replacement heart monitor/defibrillator for this remote area of the Tonto National Forest in Gila County; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

PVFD Press Release

Intergovernmental Agreement with Pleasant Valley Fire District

Legal Explanation



Pleasant Valley Fire District

47529 N. AZ Highway 288
PO Box 303
Young, AZ 85554

928-462-3678 Office/fax
928-462-3489 Control Burns
PVFD@mtecom.net

Pleasant Valley Fire District

Proudly serving Young, AZ since 1977

Administrative Office
47529 N. AZ Highway 288
PO Box 303
Young, AZ 85554

(928)462-3678 office/fax
(928)462-3489 controlled burns
(928)951-4830 cell



PRESS RELEASE

Becky Woolsey-Cottom, Administrator

The Pleasant Valley Fire District is located in a remote area of the Tonto National Forest, serving a year round population of approximately 700 which more than doubles during certain times of the year. Pleasant Valley is seated in the heart of Unit 23, a prime and highly sought after area for hunters. Annually, there are approx. 1300 deer tags (mule deer & white tail) and 800 elk tags issued, along with hundreds of permits for javelina, turkey, mountain lion & bear. The Tonto National Forest is the fifth largest forest in the United States, and one of the most visited forests in the country. PVFD has a massive EMS response coverage area of 640 square miles, and most times are the only EMS that will respond.

Pleasant Valley is made up primarily of cattle ranchers and self-employed with a high retired population. EMS calls equate to 95% of the emergencies that they are dispatched out to, with our high elderly population as a major contributing factor.

PVFD a volunteer department, funded through Gila County property tax dollars. Unincorporated areas of Gila County are approx. 3% privately held, so their tax base is miniscule to start with. They run on an incredibly small annual budget of \$102,277 and were forced to raise property taxes this year just to keep the same tiny operating budget as last year. They are in a scary situation right now, their 12 lead heart monitor is malfunctioning, unreliable and needs to be replaced, to the tune of \$13,000. It would be devastating financially for this District to have to expend 13% of their budget on this medical equipment. They are desperately seeking donations for a new unit.

"Pleasant Valley is extremely remote, it takes us an hour and a half to reach our closest hospitals by vehicle (Globe & Payson), most acute emergencies earn a helicopter ride out. Our community cannot be without this crucial piece of lifesaving equipment, if this heart monitor/defibrillator is not working properly it could cost one of our beloved community members their life." -PVFD Administrator, Becky Cottom.

A fundraising account has been set up at <http://www.gofundme.com/wpbj0>

**INTERGOVERNMENTAL AGREEMENT
FOR ECONOMIC DEVELOPMENT GRANT
BETWEEN
GILA COUNTY
AND
PLEASANT VALLEY FIRE DISTRICT**

THIS AGREEMENT is made and entered into effective the 18th day of September, 2012, by and between *Gila County*, an Arizona Municipal Corporation, hereinafter referred to as "*County*" and the *Pleasant Valley Fire District*, hereinafter referred to as "*District*", for use in the provision of emergency medical equipment.

RECITALS

The Gila County Board of Supervisors desires to provide funding to the District's emergency medical equipment needs, in order to further the emergency medical needs of this remote part of Gila County and further the economic development within Gila County.

SCOPE

It is the intent of the County to provide up to \$13,000.00 in an Economic Development Grant to the District pursuant to A.R.S. §11-254, to cover the purchase of a new heart monitor/defibrillator to replace the malfunctioning, unreliable existing one to help save lives in the remote community of Young.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$13,000.00 for the Economic Development Grant to purchase new emergency medical equipment.
2. The District agrees that the Economic Development Grant shall only be used to purchase emergency medical equipment to be used by the District in improving the quality of life in the District.
3. The District shall submit to the County receipts verifying the use of Economic Development Grant funds. Such costs will not include payment of wages or salaries of District employees or other unrelated costs.
4. The District agrees to use the grant funds by March 31, 2013. The District agrees to return to the County all grant funds not used by March 31, 2013.
5. The District agrees to provide the County with an expenditure accounting of the \$13,000.00 as of March 31, 2013.
6. The District agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the County as the result of the District's use of the Economic Development Grant funds.
7. If at any time of the Agreement, or within twenty-four (24) months thereafter, the District should receive a claim of any nature in which a person or persons allege a violation of the law or alleged injuries or damages as a result of the emergency medical equipment, the District shall immediately notify the County Manager and the District's Administrator and provide all information requested concerning said claim.

8. The District and County agree that the County will acquire no title or other property interest in the District or any of its buildings or equipment and that the District will be solely responsible for the emergency medical equipment.

9. The District agrees to credit County's Economic Development Grant funding in any District literature referencing the new emergency medical equipment.

10. The District and County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement and that the Intergovernmental Agreement will expire after both parties have complied with their obligations under the agreement.

11. This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this 18th day of September, 2012. GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Pleasant Valley Fire District

Patrick M. Hame
District President or Chairman of the Board

ATTEST

Becky Woolsey-Cottom
Becky Woolsey-Cottom, Administrator

APPROVED AS TO FORM

District Attorney



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1465

Regular Agenda Item 2- C

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Division: Roads

Fiscal Year: 2013

Budgeted?: No

Contract Dates 2004

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Gila County Fairgrounds Entrance and Gateway Enhancement Project Reimbursement to ADOT

Background Information

In 2004, the process began to realign the road to the Fairgrounds. Partnering with Arizona Department of Transportation (ADOT), Gila County was made aware of a grant that was available specific to entrance improvement. The grant was submitted and the monies were granted for the project. The project was completed and the grant monies received by Gila County. In August 2011, the Federal Highway Administration (FHWA) and ADOT performed a Self-Administration Program review with the Gila County Fairgrounds Entrance and Gateway Enhancement Project being randomly selected for review.

Evaluation

In March 2012, Gila County was notified that Buy America Certifications were required, per the Federal grant regulations, showing that all the steel used for the project was American made. Gila County was not aware of this stipulation so therefore, did not require certifications from the contractor and/or the manufacturer. After several months of correspondence with the vendors and contractors Gila County was unable to secure documentation required for the Buy America Certifications.

Conclusion

Because the Certificates of Compliance could not be obtained by Gila County, the grant would not cover the cost for the steel products used for the archway and fencing. ADOT needs to recover these funds in order to meet Federal compliance. The refund will come from the Transportation Excise Tax Fund.

Recommendation

After review of all information and double checking with the contractor and vendors for the Buy America Certifications, it is the recommendation of Gila County Public Works to reimburse ADOT in the amount of \$56,495.13 for the steel archway and fencing.

Suggested Motion

Information/Discussion/Action to approve a grant reimbursement payment for the steel archway and fencing to Arizona Department of Transportation for the Gila County Fairgrounds Entrance and Gateway Enhancement Project in the amount of \$56,495.13. **(Steve Stratton)**

Attachments

FHWA Penalty Letter

FHWA Penalty Invoice



U.S. Department
of Transportation

**Federal Highway
Administration**

ARIZONA DIVISION

4000 North Central Avenue
Suite 1500
Phoenix, Arizona 85012-3500
(602) 379-3646
Fax: (602) 382-8998
<http://www.fhwa.dot.gov/azdiv/index.htm>

May 29, 2012

In Reply Refer To:

HPM-AZ

File: Gila County Fairgrounds Entrance
and Gateway Enhancement Project
TEA-GGI-0(200) B, TRACS # 000 GILGGI SL604 01C

Mr. Dallas Hammit, Deputy State Engineer
Arizona Department of Transportation
206 South 17th Avenue, MD 102A
Phoenix, Arizona 85007-3213

Dear Mr. Hammit:

In August 2011, Federal Highway Administration (FHWA) and Arizona Department of Transportation (ADOT) performed a joint Self-administration Program review. The Gila County (County) Fairgrounds Entrance and Gateway Enhancement Project was randomly selected for review. The County obtained concurrence to self-administer the above-mentioned project from ADOT and FHWA in May 2006. The scope of work for this landscaping and scenic beautification transportation enhancement project consisted of constructing an extension to the fairground entrance, constructing a steel archway at the entrance, and stripping bike lanes. The project was awarded to Spire Engineering LLC, in June 2008 for \$523,100.

During the review, the team identified that project files were missing material source documentation for steel products incorporated into the project, specifically the Buy America Certifications. Buy America Provisions (23 CFR 635.410) requires all iron and steel products that are permanently incorporated into a federal-aid highway project must be produced and manufactured in the United States. FHWA requested ADOT to obtain copies of Certificates of Compliance for the steel from the County at the August 2011 meeting and again in March 2012.

County representatives stated an inability to provide the requested information; and provided an explanation that they were unaware of their responsibility to adhere to federal guidelines, because the project was off the state highway system. The County was under the assumption that project could be administered under the same premise as the Highway User Revenue Fund (HURF) Program.

The project executed contract recognized the 2008 ADOT Standard Specifications for Road and Bridge Construction as a source in which the contractor was to adhere to. In accordance with the 2008 ADOT Standard Specifications for Road and Bridge Construction, Section 106.15, the contractor shall furnish the Engineer with Certificates of Compliance, conforming to the

requirements of Subsection 106.05 which state that steel products utilized on the project meet the requirements specified. The Certificates of Compliance shall also certify that all manufacturing processes to produce steel products, and any application of a coating to iron or steel, occurred in the United States. In addition, the County's executed contract for the project included County Specification 60-03, Certification of Compliance, which states that each lot of such material or assemblies delivered to the work must be accompanied by a Certificate of Compliance with the lot clearly identified. Neither of these specifications was adhered to by the contractor, as was required and agreed under the executed contract.

Buy America Provision cannot be waived unless approved by the United States Secretary of Transportation prior to incorporation into the project. Such waivers are very rare and are always supported by very compelling justifications.

In the absence of the required Buy America Certifications, the FHWA Arizona Division has no choice but to determine the cost of the two items using substantial amounts of steel, the steel archway and fencing, are not eligible for Federal-aid participation or reimbursement.

FHWA is requesting that ADOT request the appropriate information from the County for the two items identified above. If the documentation cannot be provided for each of the items to FHWA by June 11, 2012, then the items will be considered non-participating and will not be eligible for federal participation. The combined total cost for both items is \$59,910, as identified in the executed contract bid summary.

If you have any questions or need further information, contact Ms. Kimberly Utley via email at Kimberly.Utley@dot.gov or phone at 602.38975.

Sincerely yours,

KENNETH H. DAVIS

Karla S. Petty
Division Administrator

ecc:

S

SGordon, KUtley, RMoreno

cc:

DBowling MD EM10

TFlaitz MD EM 10

SKaufman MD 205B

VLi MD 614E

JRooney MD 614E

SGordon:cdm

ARIZONA DEPARTMENT OF TRANSPORTATION **RECEIVED**
CONTRACT ACCOUNTING - 204B
206 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007
(602) 712-6638
July 25, 2012

AUG 01 2012

GILA COUNTY
PUBLIC WORKS

INVOICE# 21316

GILA COUNTY PUBLIC WORKS DEPARTMENT
ATTN: STEVE SANDERS
DEPUTY DIRECTOR
1400 EAST ASH STREET
GLOBE, AZ 85501

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

RE:

ECS FILE NO.: JPA 07 - 002
TRACS NO.: SL60401C
PROJECT: ENTRY GATE/BIKE LANE/LANDSCAPING LIGHTING
DESIGN/CONSTRUCT
SECTION: GILA COUNTY FAIRGROUNDS

In the absence of the required Buy America Certifications, the FHWA Arizona Division has no choice but to determine the cost of the two items using substantial amounts of steel, the steel archway and fencing, are not eligible for Federal-aid participation or reimbursement.

FHWA is requesting that ADOT request the appropriate information from the County for the two items identified above. If the documentation cannot be provided for each of the two items to FHWA by June 11, 2012, then the items would be considered non-participation and will not be eligible for federal participation. The combined total cost is \$59,910.00, as identified in the executed contract bid summary.

Description

Steel archway & Fencing @ 94.30% \$ 56,495.13

SEE ATTACHED LETTER

AMOUNT DUE: \$ 56,495.13

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF RECEIPT

ARF-1464

Regular Agenda Item 2- D

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Joseph Heatherly, Finance Director

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates Sept. 18, 2012 to Grant?: No

Begin & End: Sept. 17, 2013

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Contract Award for Bid No. 062512-1 Janitorial Service for Southern Gila County

Background Information

In the past the County has hired a contractor to perform the evening custodial duties 5 nights a week for the southern Gila County facilities. In June of last year temporary custodians were hired to clean the buildings until a new contract was put into place.

Evaluation

Request for Proposals (RFP) 062512-1 was advertised in the newspaper on July 18, and July 25, 2012, and the Proposals were submitted on August 13, 2012. Award of RFP 062512-1 would result in a contract with a janitorial contractor to provide evening custodial duties for a term of 12 months.

The following county facilities will be serviced under the contract: Gila County Courthouse, Michaelson Building, Health & Community Services, WIC Building, Public Works Administration, Facilities/Sign Shop Building. Buildings not mentioned will continue to be serviced by county facilities staff.

Conclusion

Bids were received from 3 contractors. Bid responses were evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

The proposals were evaluated under the following criteria: a) Cost 50%, b) Qualifications and Prior Experience 30%, c) Conformity to Submittal Requirements 10%, and d) References 10%.

Recommendation

After extensive review of submitted proposals, the Finance Director recommends that the Board of Supervisors approve the award of Request for Proposals to WCD Enterprises, LLC, to provide janitorial service to southern Gila County for a period of 12 months from September 18, 2012, to September 17, 2013, with 2 one-year renewal options.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 062512-1 for janitorial service in southern Gila County; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

(Joseph Heatherly)

Attachments

Bid Tabulation RFP 062512-1 Janitorial Service

Bid Tabulation Spreadsheet RFP 062512-1 Janitorial Service

Contract 062512-1 Janitorial Service Southern Gila County

Legal Explanation

BID TABULATION FORM



GILA COUNTY

BID

TITLE: Janitorial Service for Southern Gila County

BID _____ **DUE** _____

NO: 062512-1 **DATE:** August 13, 2012 **TIME:** 3:00 PM

| BIDDER FIRM NAME | BID AMOUNT | COMMENTS |
|------------------------------|--------------|-------------|
| GB Home Cleaning | \$380,386.66 | |
| GR's Buff-N-Shine | \$105,469.56 | |
| WCD Enterprises LLC | \$92,880.00 | |
| Desert Commercial Services | | No Response |
| Commercial Cleaning Systems | | No Response |
| Sanitary Maintenance Service | | No Response |
| | | |
| | | |

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

REQUEST FOR PROPOSALS 062512-1

TOTAL TO SERVICE EACH LOCATION

| Bidder | | GB Home Cleaning | GR's Buff-N- Shine | WCD Enterprises |
|--------------------------------------|----------------------|-------------------------|---------------------------|------------------------|
| L O C a t i o n | Courthouse | 132,340.05 | 50,842.08 | 40,800.00 |
| | Michaelson Building | 51,295.97 | 8,588.16 | 8,160.00 |
| | Health Department | 96,227.35 | 29,787.48 | 25,920.00 |
| | WIC Buiding | 16,867.20 | 1,935.36 | 3,600.00 |
| | Public Works Admin | 64,607.40 | 11,880.00 | 10,800.00 |
| | Facilities/Sign Shop | 19,048.69 | 2,436.48 | 3,600.00 |
| | ANNUAL TOTAL | 380,386.66 | 105,469.56 | 92,880.00 |

TOTAL PER SQ FT FOR BILLABLE WORK

| | | | |
|--------------------------|--------|------|------|
| Carpet Cleaning sq. ft. | 0.2513 | 0.25 | 0.10 |
| Stripping/Waxing sq. ft. | 0.5528 | 0.50 | 0.18 |

Proposal Evaluation Scores

45

81

89

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
062512-1

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
Michael A. Pastor, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 062512-1
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Southern Gila County.

SUBMITTAL DUE DATE: August 13, 2012 3:00 PM

RETURN PROPOSAL TO: Gila County Procurement
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

MANDATORY PRE-BID MEETING: August 1, 2012 10:00 AM
Gila County Courthouse, 1400 E. Ash St., Globe, AZ, 2nd Floor
Meeting will begin at Courthouse and continue to locations provided in complete RFP packet.

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **July 18 and July 25, 2012**

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 7/17/12

Signed: 
Tommie C. Martin, Chairman, Board of Supervisors

Date: 7/17/12

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Southern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

| Building Address | Square Footage | Floors | Restrooms | Mop Closets | Storage Closets |
|--|----------------|---|--------------|-------------|-----------------|
| Gila County Courthouse (0101) 1400 E. Ash St. Globe, AZ 85501 | 47,076 | 1 st 2 nd 3 rd | 8 7 10 | 1 0 1 | 1 0 0 |
| Michaelson Building (0201) 149 S. Broad St. Globe, AZ 85501 | 7,952 | 1 st 2 nd | 2 2 | 1 1 | 1 1 |
| Health & Community Services (6005) 5515 S. Apache Ave. Globe, AZ 85501 | 27,581 | 1 | 6 | 3 | 1 |
| WIC Building (0204) 5515 S. Apache Ave Globe, AZ 85501 | 1,792 | 1 | 1 | 1 | 0 |
| Public Works Administration (0710) 745 N. Rose Mofford Way Globe, AZ 85501 | 11,000 | 1 | 2 | 1 | 0 |
| Facilities/Sign Shop Building (0712) 725 N. Rose Mofford Way Globe, AZ 85501 | 2,256 | 1 | 2 | 1 | 0 |

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

▪ Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLYS

▪ County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

▪ Contractor Provided Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS***Building Areas and Janitorial Standards***

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.
 1. *Sweeping and Dust Moping* (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. *Vacuuming* (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. *Dusting and Vacuuming* (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)
 3. *Dusting and Vacuuming* (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.

- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

1. Trash Removal

- a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
- b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

1. General Washing

- a. Clean and sanitize urinals inside and out
- b. Clean and sanitize commodes inside and out.
- c. Clean mirrors
- d. Clean and sanitize miscellaneous restroom and toilet fixtures.
- e. Clean and sanitize restroom and toilet floors.
- f. Clean and sanitize restroom wash basin wall area and toilet wall area.
- g. Clean and sanitize shower rooms.
- h. Damp wipe all restroom and locker room ledges and sills.
- i. Spot clean walls, doors and trim.
- j. Clean and sanitize water fountains.
- k. Windows inside and outside of building
- l. Was baseboards, doors, and door handles
- m. Clean light switches

2. Washing Glass

- a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
- b. Use only soft cloths on Plexiglas.
- c. The washing shall not contaminate adjacent non-glass areas.
- d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
- e. Sill and frames shall be damp wiped.

3. Washing Except Glass

- a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
- b. Surface shall be left clean without streaks.
- c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. Washing in Restroom, Public and Patient Areas

- a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
- b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily

1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
2. Clean all entryways and walkways six feet outside of entry.
3. Sweep or dusts mop all entrances, entryways, and lobbies.
4. Spot clean all glass and interior partitions.
5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.
 - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
6. Clean elevators, door tracks, and lobbies.
7. Remove trash from all buildings to the Shop garbage bin.
8. Clean all kitchens by sweeping, mopping floors and removing trash only.
9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
10. Vacuum all courtrooms and offices with vacuum cleaner.

- Two Times Weekly - (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.
- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.
- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-8612, or emailed to vbejarano@co.gila.az.us. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, August 3, 2012, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 29, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipt of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Southern Gila County*", RFP No., "*062512-1*", Date "*August 13, 2012*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractor who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his 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 the 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 he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he 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 the Contractor shall be deemed an officer, employee, or agent of the County.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful 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. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Southern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined in to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (30%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractor's Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. **Concurrent Negotiations:** Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

 - b. **Exclusive Negotiations:** A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.

 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 062512-1 Janitorial Service for Southern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
WCD Enterprises, LLC
27150 N. Alma School Pkwy #103-452
Scottsdale, AZ 85262
(480) 415-3416 wes.dryden@yahoo.com
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - g. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: _____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative
Tanya Fullington

Printed Name
Account Manager

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 062512-1 Janitorial Service for Southern Gila County.

Contractor Name: WCD ENTERPRISES, LLC Phone No.: 480-415-3416

| Location | Square Foot | Annual Cost Per Location |
|---|-------------|--------------------------|
| Gila County Courthouse | 47,076 | \$ 40,800 |
| Michaelson Building | 7,952 | \$ 8,160 |
| Health & Community Services | 27,581 | \$ 25,920 |
| WIC Building | 1,792 | \$ 3,600 |
| Public Works Administration Building | 11,000 | \$ 10,800 |
| Facilities/Sign Shop Building | 2,256 | \$ 3,600 |
| TOTAL ANNUAL COST FOR JANITORIAL SERVICE | | \$92,880 |

| BILLABLE WORK: (page 8) | Cost Per Square Foot |
|------------------------------------|----------------------|
| Cost for Carpet Cleaning | \$.10 |
| Cost for Stripping & Waxing Floors | \$.18 |

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Please see attached
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

2. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

3. Company Name: _____
Contact: _____
Phone: _____ Address: _____
Job Length of Time: _____ Months _____ Years
Job Description: _____

WCD Enterprises, LLC
Company Name
[Signature]
Signature of Authorized Representative
Account Manager
Title

WCD ENTERPRISES, LLC
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

UNITED STATES POST OFFICE

Multiple Locations-(local and nationwide)

Approximately 100,000 SF

Warren Pender

Phone: 800-995-5326 ext. 227

Email:

Janitorial Services

2007-Present

COVERALL OF ARIZONA-MEDICAL FACILITIES

Multiple Locations

Approximately 19,000 SF

Ken Abrams

Phone: 602-468-1700

Email: kabrams@coverallwarjon.com

Janitorial Services

2008-Present

JAN PRO-MEDICAL FACILITIES/WASTE MANAGEMENT

Vito Chiarito (local & nationwide)

Phone: 602-438-1000

Email: Vito.chiarito@jan-pro.com

Janitorial Services

2010-Present

MERCHANT MAINTENANCE-BANK FACILITIES

Lee Gorsuch

Phone: 602-254-3646

Email: lee@mbmonline.com

Janitorial Services

2008-Present

ARIZONA DEPARTMENT OF TRANSPORTATION

Anthony Martinez

928-681-6019

Art Valdez

520-364-4742

Fax 520-364-9701

Janitorial Services

2008-Present

UNION PACIFIC RAILROAD

Multiple Locations-(local and nationwide)

Approximately 10,000 SF

David Croyle

Phone: 512-818-6876

Fax: 512-271-4186

Janitorial Services

2011-Present

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

Tanya Fullington
(Name of Individual)

being first duly sworn, deposes and says:

That he is Account Manager
(Title)

of WCD Enterprises, LLC and
(Name of Business)

That he is bidding on **Gila County BID NO. 062512-1 JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY, GLOBE, AZ, and,**

That neither he nor anyone associated with the said _____
Gila County
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

WCD Enterprises, LLC
Name of Business

[Signature]
By
Account Manager
Title

Subscribed and sworn to before me this 10 day of AUGUST, 2012.

[Signature]
Notary Public

My Commission expires:
02/24/2015



CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 062512-1, Janitorial Service for Southern Gila County, my intention concerning subcontracting a portion of the work is as indicated below.

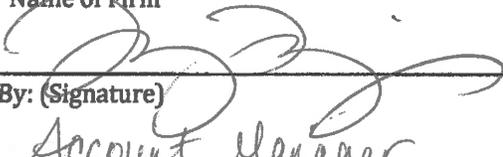
In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

WCD Enterprises, LLC
Name of Firm


By: (Signature)

Account Manager
Title

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 or any subcontractor'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 of this Contract 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 delivery of services.

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 at all times 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 insure that Subcontractor 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.



Signature of Authorized Representative
Tanya Fallington

Printed Name
Account manager

Title



ADDENDUM NO. 1

The following addendum is hereby incorporated into the bid documents for the below stated project:

August 7, 2012

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY REQUEST FOR PROPOSALS NO. 062512-1

Cleaning Requirements for Gila County Health Department, 5515 S. Apache Avenue.

1. The following will be performed Monday through Friday by the Contractor on a nightly basis:
 - a. Floors mopped
 - b. Exam Room sinks wiped and sanitized
 - c. Exam Room counters wiped and sanitized
 - d. Front counter wiped and sanitized

PG. 10 AMENDMENTS

1. Completion of the BIDDER Checklist and Addenda Acknowledgment form, page 28 "WAS NOT" included in package.

DATE: Aug 10, 2012

INITIAL: 

OFFER AND ACCEPTANCE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Contractor Submitting Proposal:

WED Enterprises, LLC
Company Name
28150 N. Alma School Pkwy #103-452
Address
Scottsdale AZ 85262
City State Zip
[Signature]
Signature of Person Authorized to Sign
Tanya Fullington
Printed Name
Account Manager
Title

For Clarification of this Offer. Contact:

Name: Tanya Fullington
Title: Account Manager
Phone No.: (480) 570-6135
Fax: (480) 683-0011
Email: tanya.e.garcia@gmail.com

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 062512-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 062512-1.

GILA COUNTY BOARD OF SUPERVISORS

ATTEST

Awarded this _____ day of _____, 2012

Marian Sheppard, Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman, Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I Tanya E. Fullington hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid
No.062512-1.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: 

Date: 8/8/12

Date of Birth: 7/29/1978

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

TO WHOM IT MAY CONCERN,

DESERT COMMERCIAL SERVICES was established in 2006 to bring quality janitorial services to commercial clients in Arizona. **DESERT COMMERCIAL SERVICES** has expanded its operation into the landscape market. Our landscape division was established in 1984 in Houston and Dallas, Texas. **DESERT COMMERCIAL SERVICES** expanded its janitorial services nationwide in January, 2010 and in July, 2010 we opened satellite offices in Dallas/Ft. Worth, Houston, Oklahoma City, and New Orleans. A corporate program can be established for multiple locations. We are equipped to do the routine duties, as well as requested services needed. **DESERT COMMERCIAL SERVICES** has over 15 years of experience trimming palm trees.

Our company provides service for the entire State of Arizona. We hire our workforce in each location with monthly visits from our Quality Control Managers. The corporation's owners are personally involved in all aspects of daily operations and strive to achieve and enforce proper execution of all contracts with a personal touch. Our operation's manager has over 10 years experience in the janitorial and the landscape service industry. The company carries workmen's compensation, auto/general liability, and a fidelity bond.

DESERT COMMERCIAL SERVICES provides janitorial and landscape services to banks, corporate office buildings, United States Post Offices and many other facilities. Upon request, we can provide a list of our satisfied clients, and references regarding the services we offer. Please feel free to contact us at (480) 415-3416 or (480) 570-6135 or e-mail at wes.dryden@yahoo.com or tanya.e.garcia@gmail.com in closing, we would like to thank you again for your time and consideration.

Best Regards,
WCD ENTERPRISES, LLC

Tanya Garcia Fullington

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

COMPANY PROFILE

Desert Commercial Services is a Professional Facility Service Company that was established in 2006 in Phoenix, Arizona.

Our company is divided into three service divisions:

- Facilities Maintenance
- Janitorial
- Landscaping & Maintenance

Defined as **Total Facilities Services** these three divisions fulfill through the provision of technology, state of the art chemical and equipment, and the most current innovative accepted best practices as to policies and procedures, the ultimate in service to our clients.

Desert Commercial Services performs Facility Services for many commercial and non-commercial properties.

Desert Commercial Services takes pride in using only Quality products, Professionally skilled workers and utilizes the latest State-Of-The-Art equipment in offering our wide range of Facility Maintenance Services.

Desert Commercial Services, incorporates an on-going Training program and Quality Control program to insure our clients level of expectations are met on a continuous basis.

Desert Commercial Services believes the primary element in the successful performance of contract janitorial service is Management and Supervision. Our field organization structure is designed to maintain a field level response team authorized to address the customers needs without delay or consultation.

The Operation Manager's primary purpose and responsibility is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They maintain client contact and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or Crew Foreman handles front line, on-the-job supervision.

With a collective managerial and operational skills, **Desert Commercial Services** has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients. Our capabilities and wide range of services ensures **Desert Commercial Services** commitment to the provision of "Uncompromising Excellence".

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
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SCOTTSDALE, AZ 85262
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wes.dryden@yahoo.com

INSURANCE:

Desert Commercial Services carries comprehensive *Liability Insurance*, to cover bodily injury for each person, each occurrence, and for each property damage. For your own protection and ours, we also carry *Janitorial Bond*. Certificates of insurance will be submitted to you upon request.

PROPOSAL TO PERFORM CUSTODIAL SERVICES:

Desert Commercial Services proposes to perform the custodial services as set forth in the RFP. We have analyzed the specifications and propose the following details. Our company fully intends to maintain and enhance the level of quality and cleanliness that is expected, and which you deserve. We always give ourselves enough lead time to order and deliver the tools, equipment, and supplies which are needed for your facility so that we can be fully operational when our employees report for work. Additional supervision will be in place to assure your satisfaction for a smooth transition of our service into an efficient operation.

PERSONNEL AND SECURITY:

We are an independent contractor, and all personnel employed by our company for your custodial project will be **Desert Commercial Services** contractors. Our contractors are screened for ability and moral character. We will, however, at your request; remove any contractor from the job with whom you are uncomfortable. The work in your facility will always be performed by a permanent contractor of **Desert Commercial Services**. Our contractors will be instructed in your security procedures and will comply with them. Keys that are issued to your facility for our use will be at all times accounted for.

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

CORPORATE PROFILE

CORPORATE NAME: WCD Enterprises, LLC

TRADE NAME: Desert Commercial Services

BUSINESS ADDRESS: 28150 N. Alma School Pkwy
#103-452
Scottsdale, AZ 85262
Tel: (480) 415-3416
Fax: (480) 683-0011

BUSINESS IDENTIFICATION NUMBERS:

| | |
|------------------------|----------------------------|
| Federal Identification | 77-0700940 |
| General Liability | 1,000,000.00 |
| Auto Liability | 1,000,000.00 |
| Worker's Comp | 100,000/500,000/100,000 |
| Insurance Carrier | American General Insurance |

OFFICERS:

| | |
|-------------|----------------------------------|
| C.M. Dryden | President & Office Administrator |
| W.I. Dryden | Vice President & Sales Director |

**EQUIPMENT IDENTIFICATION
EQUIPMENT**

| |
|--------------------------------|
| Honda Pressure Washers |
| 20" Auto-Scrubber |
| 16" Self-Contained Extractor |
| 12" Bagless Bissell Vacuums |
| 12" Upright Vacuums |
| Backpack Vacuums |
| 120 RPM Buffer (low-speed) |
| 15 Gal Wet Dry Vacuums |
| Rotor Floor Machine |
| Ultra High Speed Floor Machine |
| Microfiber Dust Cloth |
| Microfiber Dust Mop |
| Wet/Dry Mop |
| Backpack Gas Blowers |
| Commercial Mop Bucket w/ringer |
| Stadium Brooms |
| Push Brooms |
| Angle Brooms |
| Floor Scrappers & Squeegees |
| Neutral Floor Cleaner |
| Restroom Cleaner |
| Disinfectant |
| Window Cleaner |
| Stainless Steel Cleaner |

WCD ENTERPRISES, LLC

PROJECT START-UP

WCD Enterprises, LLC uses pre-employment.com for background checks required or we submit names to local police agencies where required.

On approval, WCD Enterprises, LLC badges and uniforms are provided to our custodians for easy identification at each site.

Shirts are grey in color with our name printed on back. Personnel wear work shoes and appropriate work pants. If a Day porter is committed to a facility the uniform can conform to our clients requests.

Training will be accomplished through the Operations Manager and Supervisor for the project.

The Operations Manager and Supervisor arrange meetings as required with the facility managers at the location site. We then customize a communication method for the facility. We are on call 24/7.

Equipment and materials to be used at the facility can be inspected and safety inspections will be conducted outside. MSDS manuals will be provided in janitorial closet of the facility and will be placed prior to the start of service.

The exchange of keys and security codes will be set up with the Operations Manager.

Inventory and equipment storage will be accomplished as sites where appropriate on the start day of service.

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OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

Employee Screening Process

WCD Enterprises, LLC uses CDG for security screening and background checks.

The steps taken to screen our cleaners for security are as follows:

1. Employer signs service agreement
2. Applicant signs release form
3. E-verify completed
4. Employer requests consumer report
5. Adverse information obtained and Adverse decision made
6. Applicant is supplied with verbal, written or electronic notification of the adverse action. Name, address, toll-free number of Pre Employ.com, plus a statement Pre-Employ.com did not make the decision
7. Copy of Consumer rights
8. Copy of Consumer report
9. No Adverse information obtained
10. Applicant hired

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WCD ENTERPRISES, LLC

Drug Screening Program

WCD Enterprises, LLC pre-employment policy requires all new hires to be tested for Alcohol and Substance abuse prior to employment. This is done at WCD Enterprises, LLC expense.

WCD Enterprises, LLC employees who refuse to submit to the testing and/or have a “positive” test results are automatically excluded from work.

Any person on the job who has a “positive” test result is immediately replaced.

First Aid and CPR Training

WCD Enterprises, LLC provides training for First Aid CPR procedures. Referrals are made to the American Red Cross certification in these procedures, which is done at our cost. The certification requires two days training.

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WCD ENTERPRISES, LLC

Insurance

WCD Enterprises, LLC carries comprehensive Liability Insurance, Worker's Compensation, and a Fidelity Janitorial Bond.

Proposal to Perform Custodial Services

WCD Enterprises, LLC will perform the custodial services as set forth in the RFP. We study the specifications and propose our game plan for providing the services required to clean the facility. Our company will maintain and enhance the quality and cleanliness expected.

We provide enough time to order and deliver the equipment and supplies needed for each facility, so when our crew arrives they are ready to proceed with the work to be performed. We seek to have a smooth transition to assure your satisfaction with the services we will be providing.

Personnel and Security

WCD Enterprises, LLC personnel are provided with shirts and picture identification for the facilities we service.

We screen for ability and moral character. If at any time you should feel uncomfortable with our personnel we will remove him/her from the premises and replace with a new cleaner.

The work at your facility will always be performed by a permanent crew of WCD Enterprises, LLC carrying photo I.D. badges. Our personnel will be instructed in your security procedures and will comply with them. Keys that are issued for our use will always be accounted for by the supervisory personnel. WCD Enterprises, LLC is fully insured.

WCD ENTERPRISES, LLC

IS AN EQUAL OPPORTUNITY EMPLOYER

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*

OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

AZ Workmen's Compensation Laws General Industrial Safety Order

The occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working condition. Safety and health of our personnel is our first consideration in the operation of our business.

Supervisors are required to inspect on the facility on a regular basis. They are responsible in developing an attitude toward safety and health and to ensure all operations are performed with regard to the safety and health of all personnel involved. They are to provide routine inspection reports and attend meetings regarding any issues, which need to be addressed.

Personnel Communication Memo

It is WCD Enterprises, LLC intent to comply with all laws regarding the work areas, so we are attentive to conditions in all work areas that could produce injuries. No personnel is required to work at a job he/she knows is not safe or healthful. We ask our personnel to cooperate in detecting issues and in turn controlling this condition. Personnel are to inform the supervisor immediately of any situation beyond their control to correct. Our supervisor will then explain the product and equipment safety requirement.

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OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

Training Procedures

WCD Enterprises, LLC is an equal opportunity employer compliant with all laws and regulations applicable to the fair employment practices.

Initial Training

A one-week training with WCD Enterprises, LLC will be provided with an on-site supervisor to acquaint you with the everyday routine of janitorial services. Within the one-week training you will be instructed accordingly:

| | |
|----|---|
| A. | Regular cleaning |
| B. | Chemicals and the safe use - with a review of MSDS manual |
| C. | Tools and Equipment in the use and proper maintenance |
| D. | The importance of restroom cleanliness |
| E. | The importance of floor care service |

At the end of the training period personnel will be assigned to facility location for servicing.

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WCD ENTERPRISES, LLC

Quality Control Program

The success to our operation is based on the planning, schedule, monitor, and execution of the work that we do. WCD Enterprises, LLC believes our personnel should be able to perform any and all cleaning area duties assigned to them. The assignments are based on the cleaning frequencies, the type of room, space, or area.

The supervisors are responsible for day-to-day operations. He/she will oversee weekly inspections reports to make sure the job is being accomplished and that the cleaner understands the work level and the quality that is expected.

Monthly inspections are conducted by management to ensure the supervisors are in compliance with the quality control program.

Quality Control Checklist, Work Request Forms, & Critical Incident Reports

WCD Enterprises, LLC has developed a task frequency checklist for supervisory inspections and for monitoring work performance. The forms are amenable for easy binding the reports and rating the crew's performance. Our supervisors and Operations Manager are skilled at developing the forms according to the site requirements. The forms are useful in both quality assurance and investigation of any incident that may occur.

Quality Control and Inspections

Quality Control and inspection checklists are adapted to the facility, which is being serviced.

The inspections are conducted nightly and reviewed to correct areas that need to be adjusted to the specifications of the client. A work order is given to personnel to address those areas. The supervisor is responsible for tracking supplies, restroom supplies and liners, so they are in place without interruption to the client.

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*

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WCD ENTERPRISES, LLC

Equipment and Supplies

WCD Enterprises, LLC maintains accounts for equipment and supplies. All chemicals used are OSHA approved. There are multiple products that help us complete the work without potential problems, MSDS manuals are always available for our cleaners.

A list of janitorial equipment and supplies are available to all of our clients. Provided upon request. We can provide **GREEN PRODUCTS** and time saving devices.

Problem Prevention

WCD Enterprises, LLC seeks to be proactive in preventing problems. Our policy for our personnel is to be thoroughly trained and completely equipped at all times in order for the job to be accomplished safely, effectively, and properly.

We seek to have management and staff in proper attire for cleaning, uniform availability, addresses and phone numbers to be current and available.

Supervisors are required to maintain equipment to be in working order at all times.

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*
OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

Special Training

To become a trained janitorial worker with the opportunity of supervisory capability, we train them to know the operations of our floor machines, which require special attention and skill in the maintenance and use of the machinery. With the training plan, the personnel will be given hands on training and explanation of the machines. At the end of the training they will be knowledgeable in the use of high-speed floor machines, as well as, carpet machines.

Janitorial Texts

WCD Enterprises, LLC has access to a wide variety of janitorial material for review. We have industry resources at our disposal, which provide daily tips and instructions on proven janitorial supplies, methods, and equipment. Videotapes are available that cover a multitude of topics for routine custodial maintenance, health care sanitation, and clean room training that are expected of janitorial service providers.

Safety Training and Compliance

Safety training begins at the moment personnel is hired and the training program includes how to lift properly, machine usage, and ladder training. Communication is key to our business, as well as the understanding of the MSDS requirements.

WCD Enterprises, LLC takes the necessary steps in training our personnel regarding blood borne pathogens. We have established an Exposure Control Plan for our cleaners, along with the effectiveness of housekeeping procedures that will incorporate a clean and sanitary work environment; to ensure the appropriate personal protective equipment

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WCD ENTERPRISES, LLC

is used and the training in the use of warning labels and signs, as well as, evacuation and emergency procedures.

WCD Enterprises, LLC subscribes to the semi-monthly SAFETY COMPLIANCE LETTER of the Bureau of Business Practice, Waterford, CT 06386, which provides updated requirements that include rules germane and especially for janitorial services.

A typical safety training class commences with a videotape, demonstrations, and a quiz to assure all personnel are aware of the topic that is being discussed and implemented once training has been completed.

The training sessions vary with the skill level required at the individual job sites. During the training in the various cleaning areas we provide the appropriate skill level for cleaning rooms, hospital sanitation, and bio-hazardous waste. Every six months we meet with our personnel to review the skill levels and make sure it is being adhered to.

WCD Enterprises, LLC utilizes and requires training as a means of promotion within the company to personnel who seek to be in a supervisory position.

WCD Enterprises, LLC trains in the area of Specialized Hazard Control. The hazard control programs contain specialized training requirements. An example of this type of training includes instruction related to blood-borne pathogens and handling of hazardous chemicals.

WCD Enterprises, LLC general safety training includes instruction or guidance, which is of general applicability. This includes office safety, fire safety, and general hazard awareness. The supervisors must ensure that personnel are made aware of these safety measures. Our supervisors are responsible for his/her understanding of the job tasks and related hazards for training our personnel. They are trained to familiarize themselves with the nature of hazards to which personnel who are under their direction and control may be exposed.

Alma School Pkwy #103-452*Scottsdale, AZ 85262

OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

PROCESSES

WCD Enterprises, LLC adheres to the following advice from the U.S. Federal Government, U.S. Department of Health & Human Services, Public Health Services, Center for Disease Control regarding Guideline for Hand Washing and Hospital Environmental Control:

As stated in the guideline “Although micro-organisms are a normal contaminant of walls, floors, and other surfaces, these environmental surfaces rarely are associated with transmission of infections to patients or personnel. Therefore, extraordinary attempts to disinfect or sterilize these environmental surfaces are rarely indicated. However, routine cleaning and removal of soil are recommended.”

Hospital cleaning is general and scrubbing with the appropriate agents: for surfaces in patient care areas to include regular horizontal surface cleaning, visibly soiled walls, drapes, and blinds are recommended to be cleaned on the visibility basis.

WCD Enterprises, LLC works to make sure the facilities are of neat appearance, as well as the sanitation of any given site. We work toward superior cleaning at the site for clean rooms, operating rooms, control rooms, public rooms, washrooms, offices, corridors, and all other areas.

RESTROOM CARE

Restrooms are one of the most widely used areas in any facility. The impressions people get if the following occurs:

- Unpleasant odors
- Dirty Floors
- Unclean toilets and urinals
- Dirty sinks and mirrors
- Empty soap and paper dispensers

The other consideration is what people can't see—disease and odor-causing bacteria. Restrooms cleanliness and sanitization is a major challenge for the industry.

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*

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WCD ENTERPRISES, LLC

WCD ENTERPRISES, LLC has in place a professional restroom care system, which deals with the essential aspects of restroom maintenance.

- Floors and Walls
- Sinks, Mirrors, and Fixtures
- Toilets and Urinals
- Hand and Air Care
- Shower

These areas require special attention and care. We have everything needed for cleaning, sanitizing, and freshening.

FLOOR CARE

WCD ENTERPRISES, LLC knows that your floors are the most visible area in your site facility and our goal is to provide the aesthetic appearance you deserve.

Floors are subject to dust, dirt, sand, foot traffic, water, cleaning chemicals, and any form of abuse and wear. WCD ENTERPRISES, LLC provides the following care for floor maintenance.

- Sealing
- Finishing
- Cleaning
- Maintenance
- Stripping
- Buffing

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WCD ENTERPRISES, LLC

CARPET CARE

WCD ENTERPRISES, LLC carpet care is designed to improve the condition of every carpet area in your facility. We use professional carpet maintenance products, which work together for the specific carpet cleaning system to produce the best results.

The method in which we care for the cleaning of carpets is:

- Vacuum carpet thoroughly, using the hose vacuum in all corners and hard reach areas.
- Remove stains with a carpet stain remover and hand brush on spotted areas.
- Freeze the gum and ground food deposits, then lift or scrap the loose particle from carpets.
- Pre-spray a fine mist on heavy foot traffic areas
- Brush shampoo with a soft nylon disc carpet brush with rotary type swing machine.
- Hot steam clean – add odor remover or carpet fragrance in to the steam clean solution as needed or if required.
- Wipe all baseboards upon completion.
- Scotch Guard or Fiber Seal a carpet on heavy foot traffic areas upon request.

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*
OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

WORK QUALITY SPECIFICATIONS

GENERAL

WCD ENTERPRISES, LLC will accomplish the specific tasks for all areas listed in work specifications. The Operations Manager will coordinate with the facility director regarding all aspects of these tasks. Our company will provide all management, planning, supervision, administration, equipment, supplies, and personnel necessary to ensure the tasks are performed in a manner that will maintain a clean and professional appearance.

RESTROOMS

Restrooms will be cleaned and maintained with trash being removed; all surfaces shall be disinfected, no streaks, stains, urinals, partitions, sinks, mirrors, windows, and walls. Vanity shelves shall be clean and dry. Soap, toilet and paper towel dispensers to be well stocked to meet the needs of the client.

GLASS, MIRRORS, WINDOWS, AND LEDGES

All glass, mirrors, windows, and ledges will be clean and free of dust, smudges, soil, or spots. Windows, blinds, cords, and valances will be dust free.

LIGHT FIXTURE COVERS

The covers shall be washed and free of cobwebs, insects, dirt, dust or foreign objects.

WALLS, DOORS, PARTITIONS, DIVIDERS

Wall surfaces will be uniform in appearance and free from grime, gum, dust, streaks, dirt, etc. These shall be removed without obvious discoloring of the wall finish. Restrooms any water stain, film, and smudges will be removed from the surface using a disinfectant deodorizer to ensure sanitary conditions.

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WCD ENTERPRISES, LLC

FLOORS, BASEBOARDS, THRESHOLDS

All floor surfaces, baseboard, thresholds shall be cleaned and maintained from scuffmarks, dirt, gum, or any foreign matter. All resilient and hard floors shall be spray-buffed and/or stripped, sealed, and refinished to have a high luster without build-up on floors, baseboards or walls. Grout areas shall be kept free of dirt build-up and will be machine scrubbed and disinfected, where applicable, to promote cleanliness. Stone and Marble floors will be maintained to industry and manufacturer standards.

WOOD SURFACE

All wood surfaces will be free of dirt, spots, film, and dust streaks.

SWEEPING

All floor surfaces and corners will be free of dust, litter, and foreign matter.

MACHINE SCRUB

Upon machine scrubbing, the floor surface will have a uniform appearance and free of streaks, oils, grease, fluids, gum, dirt, detergent residue, or standing water. Any hard to reach areas will be scrubbed with a hand brush to achieve a quality appearance. Once the machine scrubbing is completed all splash marks or mop streaks on furniture, walls, and baseboards will be removed.

STRIP AND SEAL FLOORS

After the completion of the stripping and sealing of the floors all surface areas shall be free of bubbles and uniform in appearance. All wall surfaces shall be free of stripping and sealing solutions.

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WCD ENTERPRISES, LLC

CARPETS

General Cleaning: Carpets will be vacuumed, so as to be free from visible litter, soil, dust, and odors. After shampooing or dry-cleaning carpet, it shall be uniform in appearance and free from streaks, stains, gum, discoloration, chemical, or detergent residue. All cleaning solutions will be removed from baseboards, furniture, trash receptacles, and chairs.

Spot Cleaning: All spills, gum, dirt, crusted material will be removed along with spots and stains. Cleaned spots shall blend with the carpet.

MOPPING

Dust Mop: Chairs, trash receptacles, and any other items shall be moved to mop underneath. The floor will have an appearance with no streaks, swirl marks, or evidence of soil, stains, film, debris, or mop strands remaining in the area. A check of the furniture, walls, and baseboards will be done to make sure these areas are free from dust.

Wet/Damp Mop: All accessible areas will be mopped. All easily moved items shall be removed so as to mop underneath. After being mopped there should be no evidence of streaks, swirl marks, detergent residue or evidence of soil, stains, film, or mop strands. A check of furniture, walls, and baseboards will be done to make sure these areas are cleaned.

STAINLESS STEEL, ALUMINUM, BRASS/BRONZE

Surfaces will be free of dirt, grime, gum, debris, or foreign substances and shall have a polished lustrous appearance without any residue visible.

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OFFICE: 480-415-3416 * FAX: 480-683-0011

WCD ENTERPRISES, LLC

FIXTURES AND BRIGHT METAL SURFACES

All fixtures will be clean and bright, free of streaks. No obvious dust, gum, trash, dirt, or stains should be visible after cleaning. Drinking fountains and nozzles will be disinfected and free from debris or crust build up. Metal surfaces will have a polished lustrous appearance. No polish residue should be found on walls or floors around these fixtures.

TRASH REMOVAL

All trash receptacles shall be emptied into the designated dumpsters. Trash receptacles will be placed in their initial location. Paper, boxes, cans, etc. that are placed near trash containers and marked "TRASH" shall be removed. All trash receptacles will be clean and free of foreign matter and odors. A new and clean liner will be placed in the container and returned to its location.

GUM

Gum will be immediately removed upon detection. All gum removal will be performed leaving no gum mark or residue and in a manner that will prevent any harm to the surface due to the removal of gum.

ENTRANCE MATS

The mats will be vacuumed, swept, or hosed down to remove grit, dirt, soil or foreign matter. The carpet-type entrance mats will be restored to their resilience.

GRAFFITI REMOVAL

Graffiti will be removed immediately upon detection from any areas and surfaces. Its removal will be performed in a way that prevents harm to any surface by scratching and staining.

SERVICING AND POLICING

Police, sweep, and wash exterior areas where necessary to maintain the area to be free of trash, gum, discarded material, and liquids, which may be found during policing.

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OFFICE: 480-415-3416 * FAX: 480-683-0011



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-1466

Regular Agenda Item 2- E

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Joseph Heatherly, Finance Director

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates Sept. 18, 2012 to Grant?: No

Begin & End: Jan 17, 2013

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award for Bid No. 032712-1 for the Russell Road Reconstruction Project

Background Information

Besich Boulevard was built in 2009 to help reduce traffic flow on Russell Road and provide an additional access to Cobre Valley Regional Medical Center. Creation of Besich Boulevard resulted in a 4-way intersection with Russell Road and Hope Lane. The creation of the new intersection requires improvements to Russell Road.

Evaluation

Invitation for Bids (IFB) 032712-1 was created in order to make improvements to the Russell Road intersection at Besich Blvd. and Hope Lane. The project consists of widening Russell Road and providing turn lanes onto Besich Blvd. and Hope Lane. In addition to the roadway improvements a privacy wall will be built along the west side of Russell Road. The wall will tie into the existing wall at Russell Road and terminate at the County's property line on the south side of the new Shop/Roads building.

The IFB was posted in the newspaper on August 8 and 15, 2012 and bids were received on August 28, 2012.

Conclusion

Bids were received from 5 contractors. Bid responses were evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

The proposals were reviewed and evaluated both by conformity to submittal requirements and technical requirements.

Recommendation

After extensive review of submitted proposals the Finance Director recommends that the Board of Supervisors approve the award of Invitation for Bids No. 032712-1 to Visus Engineering and Construction Inc. with a contract amount of \$720,000.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 032712-1 for the Russell Road Reconstruction Project; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

(Joseph Heatherly)

Attachments

Bid Tabulation IFB 032712-1 Russell Rd. Reconstruction

Pre-Bid Walk Through IFB 032712-1 Russell Rd Reconstruction

Contract 032712-1 Russell Rd Reconstruction Project

Legal Explanation

BID TABULATION FORM



GILA COUNTY

BID

TITLE: _____

Russell Road Reconstruction Project

BID

DUE

NO: _____

3271201

DATE: _____

August 28, 2012

TIME: _____

11:00 AM

R
A
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K
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G

| | BIDDER FIRM NAME | BID AMOUNT | COMMENTS |
|--|--------------------------------|--------------|----------|
| | ABC Asphalt, LLC | \$852,552.85 | |
| | J. Banicki Construction Inc | \$769,513.45 | |
| | Combs Construction Co. Inc | \$775,867.76 | |
| | Visus Engineering Construction | \$720,000.00 | |
| | Jonovich Companies, Inc | \$874,149.55 | |
| | | | |
| | | | |
| | | | |

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012
10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|-------------------------|-----------------------------|------------------------------|------------------------------|
| J. Bawicki Construction | DAN BALDWIN | dbaldwin@bawicki.com | 480-921-8016 |
| Combs Const Co | ERIC LEMNITZER | ERIC@COMBSAZ.COM | 602 2374029 |
| DJ's companies | Manuel Quintana | | 928 425-0602 928 812 0063 |
| Visus Eng. Const. Inc. | Sonya Dungey | sdungey@visusinc.com | 480-833-8268 |
| Tee Pee Contractor | Kernit Schafersma | kernit@teepeecontractors.com | 520-280-1029 |
| S-D Mining & Co. | Albert Curiel | AlbertoCuriel@ymail.com | 602-513-0106 |
| APS | Fredde Chism | Freddie.Chism@aps.com | 928-812-0488 |
| Tricom Corporation | Tom Pasaggio | tpasaggio@tricomcorp.com | 480 443 0751 |
| BARCÓN CORP | FRED BARCÓN | harcocorp@cedex.net | 928 425-5426 |

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012
10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|--|-----------------------------|------------------------------|----------------|
| DBA CONSTRUCTION, INC. | CHRIS SCHEPP | CSchepp@dbaconstruction.net | (602) 442-6767 |
| Jonovich Comp | DAVID BURLINGHAM | DBurlingham@JonovichComp.com | 928-701-2289 |
| SBBI | MAH CONNELL | mconnell@sbbiaz.com | 520-604-6311 |
| ABC ASPHALT | LEO BARRAZA | leo@abcasphalt.com | 602-358-9550 |
| DALMOLIN EXCAVATING | FRANK DALMOLIN | Fdalmolin@dalmolincorp.com | 928-812-1083 |
| Roy Hought Excavating | Keith Warr Hand | None | 928-478-1609 |
| Sullivan Paving | Randy Sullivan | Sulpav@cablone.net | 928 425 4430 |
| Southwest Gas James KARBO | JAMES KARBO | James.KARBO@swgas.com | 928-402-6513 |
| INTERMOUNTAIN WEST CIVIC CONSTRUCTORS | STAN LANGHAM | BLDS@IMWCC.net | 928-474-4998 |

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012
10:00 AM

Title: Russell Road Reconstruction Project

RFP No.: 032712-1

Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|----------------------|-----------------------------|----------------------------------|-----------------------------|
| S-D Mining Trust | Ben DeMolin | Sdben@live.com | (928) 812-1038 |
| Rick Lopez | ADOT | | 812-1103 |
| Leonard Garcia | AWC | LGARCIA@AZWATER.COM | 928-812-2809 |
| FREDDY RIOS | AWC | FRIOS@AZWATER.COM | 928.473.4433 |
| CABLE ONE | Chris Guthrey | Christopher.guthrey@cableone.biz | 928 928 812-3816 |
| Gila County Finance | Yalric Bejarano | | |
| Gila County PubWorks | Roland Boyer | | |
| " " | Steve Stratton | | |
| | Steve Sanders | | |

C.H. Williams Consulting

Chucks Williams

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

**RUSSELL ROAD
RECONSTRUCTION PROJECT**

BID CALL 032712-1

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Shirley L. Dawson, Vice Chairman
Michael A. Pastor, Member**

COUNTY MANAGER

Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR

Steve Stratton

JULY 2012



**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

**RUSSELL ROAD
RECONSTRUCTION PROJECT**

GLOBE, ARIZONA

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**

BID NO. 032712-1

**C.L. Williams Consulting, Incorporated
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248**



**INVITATION FOR BIDS
BID CALL NO. 032712-1**

Sealed bids will be received by Gila County Procurement, 1400 East Ash St., Globe, AZ 85501, until **11:00 A.M. Tuesday, August 28th, 2012** for the **RUSSELL ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA, BID NO. 032712-1** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 11:00 AM. The Bids will be publicly opened and read aloud at 11:00 AM, Gila County Board Hearing Room, 1400 E. Ash Street, Globe, Arizona.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M., Thursday, August 16th, 2012. Meeting shall be held at the Public Works Facilities Building, 725 North Rose Mofford Way, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the Purchasing Department at 1400 E. Ash Street, Globe, Arizona, Guerrero Building.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "RUSSELL ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA BID CALL NO. 032712-1". All Bids shall be mailed or delivered to the Gila County Procurement, 1400 East Ash St., Globe, AZ 85501. Gila County Procurement and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. Prevailing clock shall be the atomic clock in the Purchasing office.

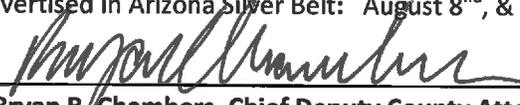
Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

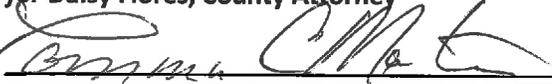
After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: August 8nd, & 15th, 2012

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 8/7/12

Signed: 
Tommie C. Martin, Chairman, Board of Supervisors

Date: 8/7/12



SECTION 01

INVITATION FOR BIDS

IFB-1

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| CONTRACT | C-1 |
| CONTRACT PERFORMANCE BOND | CPB-1 |
| LABOR AND MATERIALS BOND | LMB-1 |
| CONTRACT PERFORMANCE WARRANTY | CWP-1 |
| IRS W-9 FORM | W-9 |

GENERAL PROVISIONS
Bid No. 032712-1

SECTION 01

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures**, must accompany the bidders proposal:
 - Bid Proposal (pages P-1 to P-3)
 - Qualification & Certification Form (pages QC-1 to QC-2)
 - Reference List (RL1)
 - Bid Schedule (pages BS-1 to BS-6)
 - Surety (Bid) Bond (page BB-1)
 - Affidavit of Non-Collusion (page ANC-1)
 - Subcontracting Certification (page SC-1)
 - Check List & Addenda Acknowledgment (CK-1)
 - Contract (C1-C7)
 - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT**", along with the **Offerors Name**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Tuesday, August 28th, 2012, 11:00 a.m.** on the date specified herein, to Gila County Procurement, Guerrero Complex, 1400 East Ash, Globe, Arizona 85501.

Late proposals shall not be considered. Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

Notification to Bidders continued...

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
5. **Plans and Specifications** -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **There will be a \$10 non-refundable charge for the bid documents which will be provided to the requestor on a compact disc (CD).**

Gila County
Purchasing Department
Guerrero Building
1400 E. Ash Street, Globe, Arizona 85501

6. **Arizona Contractor's License** -Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors.**
7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.
8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **10:00 A.M., Thursday, August 16th, 2012.** Meeting shall be held at the Public Works Facilities Building, 725 North Rose Mofford Way, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.
9. **Request for Clarifications**
Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612) submitted no later than **Monday, August 20th, 2012, 10:00 a.m.** A response will be issued to all plan holders no later than **Tuesday, August 21st, 2012 by 3:00 p.m.**

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-00 M.A.G. Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-07 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

10-10 CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Definition of Terms continued...

10-11 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

10-12 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

10-13 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-14 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-15 CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

10-15a DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

10-17 EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-18 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-19 INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Definition of Terms continued...

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-21 LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

10-23 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

10-24 MATERIALS. Any substance specified for use in the construction of the contract work.

10-24a MUTCD. The *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, Federal Highway Administration, latest Edition.

10-25 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-26 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

Definition of Terms continued.

10-27 OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc.
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

Contacts: Joseph M. Alwin, P.E. (joe@clwilliams.net)

10-28 PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

10-29 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-30 PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-31 PROJECT. The agreed scope of work for accomplishing specific tasks.

10-32 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-33 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

10-34 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-35 STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

Definition of Terms continued...

10-36 SUBGRADE. The soil that forms the pavement foundation.

10-37 SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

10-38 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

10-39 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-40 WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

10-42 WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

Definition of Terms continued...

10-45 OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

GENERAL PROVISIONS

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with electronic copies of the proposal forms. All documents attached to or referenced within the proposal forms are necessary parts of the proposal.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Proposal Requirements & Conditions continued...

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and one (1) copy all with original signatures shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

Proposal Requirements & Conditions continued...

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
- (d) Failure to submit all required official bid forms.

Proposal Requirements & Conditions continued...

20-14 PROTESTS. Only other bidders who have submitted a bid for this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501

GENERAL PROVISIONS

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

Award & Execution of Contract continued...

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

30-09 DISPUTE & RESOLUTION.

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2*. In addition to proceeding in accordance with *Subsection 104.2*, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution*.

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution*.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2, Alteration of Work*.

- **Dispute Review Board:** If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contract time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

GENERAL PROVISIONS

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90-04.

Scope of Work continued...

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

Scope of Work continued...

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

Scope of Work continued...

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

GENERAL PROVISIONS

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE OWNER'S ENGINEER. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

Control of Work continued...

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

Control of Work continued...

The Contractor 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 contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Control of Work continued...

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

Control of Work continued...

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Control of Work continued...

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

50-18 CONSTRUCTION SCHEDULE. Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

50-19 NEGOTIATIONS. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

- (a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- (a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

- (a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.
- (b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

GENERAL PROVISIONS

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

~~At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.~~

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

Control of Material continued...

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

60-03 CERTIFICATION OF COMPLIANCE. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- (a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
- (b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

Control of Material continued...

- (a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- (b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- (c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

Control of Material continued...

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

GENERAL PROVISIONS

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Legal Relations & Responsibility to Public continued...

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

Legal Relations & Responsibility to Public continued...

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. ~~When so specified, the Contractor shall complete such~~ portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

Legal Relations & Responsibility to Public continued...

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

GENERAL PROVISIONS

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

~~"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.~~

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

Prosecution & Progress continued...

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of this contract for this project.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

Prosecution & Progress continued...

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50-15.
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20-05.

Prosecution & Progress continued...

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME (10-13) based on CALENDAR DAYS (10-09) shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Prosecution & Progress continued...

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

GENERAL PROVISIONS

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

Measurement & Payment continued...

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material ~~specified to be measured by the cubic yard may be weighed and such weights will be converted~~ to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Measurement & Payment continued...

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

Measurement & Payment continued...

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70-17.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40-03, the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

Measurement & Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

- (a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

- (f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

90-06 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50-16.

Measurement & Payment continued...

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50-16 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.



SPECIAL PROVISIONS

SP-1 TO SP-7

SPECIAL PROVISIONS

RUSSELL ROAD RECONSTRUCTION PROJECT

1. PROPOSED WORK

The work consists of clearing and grubbing, removal of existing structures (e.g., asphaltic pavement, drainage pipe,...etc.) interfering with the work, installation of: miscellaneous items, masonry walls, corrugated metal pipe, dumped rock riprap, gabion systems, asphaltic concrete pavement, aggregate base course, utility trench and other work as shown within the plans.

2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,
- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,
- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.
- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.
- Arizona Water Company Specifications and Standard Details, April 2004.

Special Provisions continued...

3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

~~In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.~~

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

Special Provisions continued...

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials ~~by the Engineer damaged by vandalism or theft. The Contractor will take whatever~~ measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

5. OPERATION AND TRAFFIC CONTROL PLANS

The Contractor shall submit to the Owner for approval his proposed sequence of operations and a compatible method of maintaining traffic as described in ADOT Section 107 of the Standard Specifications and the Technical Provisions. The Contractor shall submit to the Owner a Traffic Control Plan sealed by an Arizona registered Professional Civil Engineer. The proposal and plan shall be submitted at the preconstruction conference. The Owner shall notify the Contractor of any required changes to the proposal/plan and the Contractor shall address any and all revisions. The Contractor shall be aware that the Owner shall require that Russell Road, between Roberts Road and Besich Boulevard shall remain closed to through traffic, from the commencement of construction until the final surface course (ACFC) has been completely installed allowing for local access only.

6. QUALITY CONTROL PLAN AND WEEKLY REPORTS

The Contractor shall submit to the Engineer for review and approval his Quality Control Plan. The plan shall include, but not be limited to, individual test item costs, and testing frequency. The plan shall be submitted at the preconstruction conference.

Special Provisions continued.

Failure of the Contractor to submit Weekly Quality Control Reports, current to the most recent submittal date, will be grounds for the Engineer to withhold payment on a monthly basis until compliance is attained. Withheld payments on which requirements have been met will be made on the next regular estimate.

7. SAMPLING AND TESTING

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Owner's expense.

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

8. MEASUREMENT AND PAYMENT

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

Special Provisions continued..

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval.

Special Provisions continued..

10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements are not required for this project.

12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

14. CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. A list of all known utility owner contact names and phone numbers is shown within the plans.

The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along, near and crossing roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

15. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated or approved by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

16. ARIZONA PUBLIC SERVICE

The Contractor shall be responsible for all work associated with the Arizona Public Service (APS) power line relocation as shown within the APS documents that are considered as part of the Contract for this project. C.L. Williams Consulting Inc. has located, as best as possible, the horizontal layout of the required utility trenches, however, the Contractor shall confirm the final location with APS prior to construction.



TECHNICAL SPECIFICATIONS

T-1 TO T-12

TECHNICAL SPECIFICATIONS

**RUSSELL ROAD RECONSTRUCTION PROJECT
GLOBE, ARIZONA**

201 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-1 Description: the first paragraph is revised to read:

The work under this section shall consist of removing and disposing of all vegetation, rubbish, trees, debris and other objectionable matter only from those areas required to install the proposed work unless otherwise shown on the plans or specified in the Special Provisions.

201-2 Removal of Disposal Materials: the first paragraph is revised to read:

All materials removed in clearing and grubbing shall be disposed of in locations subject to the OWNER's approval prior to said disposal. Disposal of materials within the project right-of-way or within the project limits is not permitted.

201-4 Method of Measurement: is revised to read:

No measurement shall be made for Clearing and Grubbing.

201-5 Method of Payment: first paragraph is revised to read:

The accepted quantities of clearing and grubbing, including all necessary trees, the cost thereof shall be as shown within the bid proposal.

202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

Technical Specifications continued...

203 EARTHWORK

Earthwork shall be in accordance with Section 203 of the ADOT Standard Specifications unless modified herein.

209 FURNISH WATER:

Furnish Water shall be done in accordance with Section 209 of the ADOT Standard Specifications unless modified herein.

209-1 Description: add the following paragraph.

~~Water shall be free of contaminants that in the opinion of the Owner or Owner's Engineer constitute a health hazard.~~

206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

211 FILL CONSTRUCTION

Fill Construction shall be in accordance with Section 211 of the MAG Standard Specifications unless modified herein or stated within the plans.

301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

301-1 Description: the first sentence of the first paragraph is revised to read:

This section shall govern the preparation of natural or excavated areas prior to the placement of sub-base material, rock riprap, pavement, curbs and gutters, driveways, sidewalks or other structures.

301-3 Relative Compaction: add the following line:

(D) Subgrade for Rock RipRap 85 percent

Technical Specifications continued...

303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein. For Russell Road, the pavement structural section (upper section) shall require one single 3-inch lift (i.e., layer).

321-13 Payment: add the following:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Arizona Department of Transportation (herein referred to as the "Department") based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be made known by means of a memorandum issued on the last Wednesday of each month issued by Gila County.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete items (pavement and friction course), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

Technical Specifications continued...

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as shown in the memorandum issued on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as shown in the memorandum issued on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor furnished- invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified bituminous asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of bituminous material incorporated in Asphaltic Concrete items (pavement and friction course) to which an adjustment will be applicable will be considered to equal five percent of the quantity, measured in tons, of Asphaltic Concrete items (pavement and friction course) placed, regardless of the actual percentage of bituminous material incorporated into the mix. If the quantity of Asphaltic Concrete items (pavement and friction course) is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of asphalt cement eligible for the adjustment are determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Technical Specifications continued...

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of bid document, will be on the basis of the price of bituminous material shown in the memorandum applicable on the date of the expiration of the specified completion time, as hereinbefore specified.

340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway, valley gutters and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein.

340-2 Materials: of the Standard Specifications add the following:

All concrete shall be color tinted using Davis-Color /mix ready/ dry/ color group standard/ San Diego Buff # 5237 mixed per the manufactures recommendations.

411 ASPHALT CONCRETE FRICITION COURSE

Asphaltic Concrete Friction Course shall be in accordance with Section 411 of the ADOT Standard Specifications unless modified herein.

411-2.05 Proportions: revised to read:

The asphalt cement content and type will be determined by the laboratory responsible for pavement mix design and will submit the recommended mix design to the Owner for approval prior to delivery and/or installation.

520 STEEL AND ALUMINUM HANDRAILS

Steel and Aluminum Handrails shall be in accordance with Section 520 of the MAG Standard Specifications unless modified herein or within the plans.

525 PNUEMATICALLY PLACED MORTAR

Pneumatically placed mortar (a.k.a. shotcrete) shall be in accordance with Section 525 of the MAG Standard Specifications unless modified herein.

525.1 Description: add the following sentence:

Concrete shall be color tinted using Davis-Color /mix Ready/ dry/ color group standard/ San Diego Buff #5237 mixed per the manufacture's recommendation.

Technical Specifications continued...

525.6 Surface Preparation: add the following paragraph:

On sloped faces taller than 24 inches, weep holes shall be constructed at intervals of ten feet (10') midway between contraction joints on each side of the sloped shotcrete. Weep holes shall be constructed using perforated 4-inch (4") diameter, schedule 40, polyvinyl chloride (PVC) pipe. The pipe shall be cut to fit the finish slope of the sloped shotcrete face and shall be placed at an elevation of one foot (1') above the toe of the slope. The pipe perforations shall be a minimum of one (1) square inch per linear foot of pipe. The weep holes shall be backed by a minimum of two (2) cubic feet of aggregate material tied in a burlap bag. The aggregate shall extend at least six inches (6") above and below and to each side of the weep hole, and at least twenty four (24") inches into the side slope. The side and back of the burlap bag shall be protected from being coated by concrete during the placing operation by a suitable means approved by the Owner. On the day following concrete placement, each weep hole shall be rodded to assure that it has not been blocked.

525.8 Joints: the first sentence of the second paragraph is revised to read:

The Contractor shall install control joints at 10-foot spacing both vertically and horizontally.

525.11 Testing: add the following paragraph:

Shotcrete channels having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain, shall be water tested. Water testing shall consist of establishing flow in the length of channel to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, the channel shall be inspected for evidence of ponding or improper shape. In the event water is found ponded in the channel to a depth greater than ½ inch, the defect or defects shall be corrected in a manner acceptable to the Engineer without additional cost to the Owner.

607 ROADSIDE SIGN SUPPORTS

Roadside Sign Supports shall be in accordance with Section 607 of the ADOT Standard Specifications unless modified herein.

608 SIGN PANELS

Sign Panels shall be in accordance with Section 608 of the ADOT Standard Specifications unless modified herein. Unless otherwise noted within the plans all sheeting shall be per ADOT Traffic Engineering PGP, Section 380, latest edition.

Technical Specifications continued...

621 CORRUGATED METAL PIPE AND ARCHES

Corrugated Metal Pipe and Arches shall be in accordance with Section 621 of the MAG Standard Specifications unless modified herein.

701 MAINTENANCE AND PROTECTION OF TRAFFIC

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-1 Description: add the following:

Prior to construction, the Contractor shall close Russell Road, between Roberts Road and Besich Boulevard, to all through traffic. Local access shall be maintained during the roadway closure. Through traffic shall only be allowed after the final surface course (i.e., ACFC) has been installed and accepted by the Owner.

701-3.08 Changeable Message Board: the first sentence of the first paragraph is revised to read:

The Contractor shall furnish two message boards to be placed in a location(s) as designated by the Owner prior to construction and relocated during construction as required by the Owner.

708 PAINTED PAVEMENT MARKINGS

Painted Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications unless modified herein.

760 COATING CORRUGATED METAL PIPE AND ARCHES

Coating Corrugated Metal Pipe and Arches shall be in accordance with Section 760 of the MAG Standard Specifications unless modified herein.

760-1 General: the last sentence is revised to read:

The size and type of the pipe to be furnished shall be as specified on the project plans. The thickness of all pipe, unless otherwise states within the project plans, shall be 0.064 inches.

Technical Specifications continued...

810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan shall be required for this project as the estimated disturbed area is equal to or greater than 43,560 square feet.

Erosion Control shall be in accordance with Section 810, Erosion Control and Pollution Prevention, of the ADOT Standard Specifications, unless modified herein and shall be known as SWPPP herein.

810-1 Description: is revised to read:

The Contractor is required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) and an Arizona Pollutant Discharge Elimination System (AzPDES) permit to the Arizona Department of Environmental Quality and provide the Owner with a copy of all correspondence demonstrating that all requirements and approval to begin the work has been met.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Engineer will immediately notify the Contractor of such non-compliance.

810-2.03 Riprap and Rock Mulch: is revised to read:

Rock check dams or similar methods using rock rip rap or rock mulch shall not be used for erosion control methods on this project. The Contractor shall employ the methods as described within Section 810-2.02 of the ADOT Standard Specifications.

810-4 Method of Measurement: is revised to read:

No measurement shall be made for Erosion Control and Pollution Prevention (SWPPP). The contract unit of measurement shall be lump sum.

810-5 Basis of Payment: is revised to read:

Payment for Erosion Control and Pollution Prevention (SWPPP) shall be lump sum and shall be full compensation for work necessary to complete said Erosion Control and Pollution Prevention (SWPPP) including all necessary permits, plans, and documentation.

901 MOBILIZATION

~~Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.~~

902 CHAIN LINK FENCE

Chain Link Fence and Gates shall be in accordance with Section 420 of the MAG Standard Specifications.

909 SURVEY MARKER

Survey Markers shall not be required to be installed for this project unless otherwise noted within the plans.

913 BANK PROTECTION

Bank Protection shall be in accordance with Section 913 of the ADOT Standard Specifications unless modified herein.

913-2.02 (A) Wire Fabric: the first sentence of the third paragraph is revised read:

Woven wire fabric for use in gabion baskets and mattresses shall be in accordance with ASTM A975; double-twisted hexagonal mesh pattern, all wire including lacing wire shall have a tensile strength of no more than 75,000 psi in accordance with ASTM A 641, wire diameter shall be 0.120 in., mesh opening 3- $\frac{1}{4}$ ".

914 WALLS AND MISCELLANEOUS STRUCTURES

Walls shall be in accordance with Section 914 of the ADOT Standard Specifications.

Technical Specifications continued...

924 CONTRACTOR QUALITY CONTROL:

924-1 Description:

The work under this section shall consist of furnishing all personnel, materials, supplies, facilities and equipment necessary to perform all certification of test equipment, sampling, testing, and other control actions. The work shall also include the preparation of linear control charts, Weekly Quality Control Reports, and other reports and records as described in Subsection 106.04(C) of the ADOT Specifications.

924-2 Method of Measurement:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

924-3 Basis of Payment:

Contractor quality control will be measured for payment on a lump sum basis as a single unit of work.

924-3.1 General:

The accepted quantities of contractor quality control, measured as provided above, will be paid at the contract lump sum price, which price shall be full compensation for the work, complete, as described and specified herein.

Partial payments under this item will be made in accordance with the following provisions:

- (a) The first partial payment price will not exceed of twenty five percent of the contract lump sum price for contractor quality control.
- (b) The remaining portion of the lump sum price will be prorated over the duration of the original contract on a monthly basis, and monthly progress payments will be made.

925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

925-1.01 As-Builts: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of all portions of the work including but not limited to; pavements: centerline and edges where superelevation occurs; masonry walls: the alignment and elevation of all concrete footings for wall(s); beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and all ~~points necessary to locate all concrete and other related work as shown within the plans~~ (e.g., headwalls, sidewalk, ramps including but not limited to changes in elevation, curbing, gutter flowline, concrete stairs, pavement, handrails...etc.), guardrail, pavement along all mainline roadways (i.e., not including driveway features), all culvert pipe including at driveways, storm drain systems,...etc. The survey work shall be performed and certified by an Arizona registered Professional Land Surveyor. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

- A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.
- B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

Technical Specifications continued...

- C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Builts. The contract unit of measurement shall be lump sum.

925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Builts shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-builts.



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

| | |
|---|---------------------|
| Proposal | P-1 to P-3 |
| Bidding Schedule | BS-1 to BS-6 |
| Bid Bond | BB-1 |
| Qualification & Certification | QC-1 to QC-2 |
| Reference List | RL-1 |
| Affidavit of Non-Collusion | ANC-1 |
| Subcontractor Certification | SC-1 |
| Checklist & Addenda Acknowledgment | CK-1 |
| Contract | C-1 to C-7 |
| Contract Performance Bond | CPB-1 |
| Labor and Materials Bond | LMB-1 |
| Contract Performance Warranty | CPW-1 |
| IRS W-9 Form | W-9 |

PROPOSAL

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 032712-1, RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Visus Engineering Construction, Inc

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work ~~within one hundred and twenty (120) calendar days of the Notice to Proceed~~, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100%) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10%) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

Corporate Name: ^(SEAL) Visus Engineering Construction, Inc.
Corporate Address: 1831 N. Rochester Mesa, Az 85205
Incorporated under the laws of the State of: Arizona
By (Signature): [Signature] Date: 8-27-12
President: Barry Hunnel
Secretary: Robert Smith
Treasurer: Robert Smith

If by a Firm or Partnership:

Firm or Partnership Name: _____

Proposal continued...

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE

**RUSSELL ROAD RECONSTRUCTION PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Visus Engineering Construction, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 720,000⁻

WRITTEN TOTAL CONTRACT PRICE

Seven hundred twenty thousand Dollars

and 0 Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 through BS-4 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

BIDDING SCHEDULE

Firm Name: Visus Engineering Construction, Inc.

COST SUMMARY BREAK DOWN ROADWAY ITEMS

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-------|--|------|----------------------|------------|-----------------|
| 109 | Force Account Work | L.S. | 1 | \$75,000 | \$75,000 |
| 202 | Removal of Structures and Obstructions | L.S. | 1 | 25,000- | 25,000- |
| 203 | Earthwork | C.Y. | 2,740 | 8- | 21,920- |
| 211 | Fill Construction | C.Y. | 1,370 | 10- | 13,700- |
| 301 | Subgrade Preparation | S.Y. | 11,864 | 2- | 23,728- |
| 310 | Aggregate Base Course - (ADOT Class II) | C.Y. | 2,310 | 45- | 103,950.00 |
| 321 | Asphaltic Concrete - MAG (3/4") Mix | Ton | 1,343 | 82- | 110,126.00 |
| 340.1 | Concrete Parking Block | EA. | 30 | 40- | 1200- |
| 340.2 | Concrete Sidewalk | S.F. | 893 | 3- | 2679- |
| 340.3 | Concrete Headwall, ADOT B-11.11, for (4) 42" CMPA | L.S. | 1 | 10,000- | 10,000- |
| 411 | Asphaltic Concrete Friction Course | Ton | 147 | 105- | 15,435- |
| 520 | Pedestrian Handrail | L.F. | 88 | 50- | 4400- |
| 525 | Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored) | S.F. | 5,810 | 5- | 29,050- |
| 621 | Pipe, Corrugated Metal, 42" | LF | 312 | 90- | 28,080- |
| 607.2 | New Sign Panel, STOP, R1-1, 30"x30" | EA. | 2 | 300- | 600- |
| 607.6 | New Sign Panel, SPEED LIMIT 35, R2-1, 24"x30" | EA. | 4 | 250- | 1000- |
| 701 | Maintenance and Protection of Traffic | L.S. | 1 | 23581- | 23581- |

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-------|--|------|----------------------|-----------------|-----------------|
| 708.1 | Permanent Pavement Marking (Painted)(White)(4" Equiv) | L.F. | 3,918 | 1- | 3918- |
| 708.2 | Permanent Pavement Marking (Painted)(Yellow)(4" Equiv) | L.F. | 4,899 | 1- | 4899- |
| 708.3 | Permanent Pavement Marking (Thremoplastic)(ARROW) | L.F. | 2 | 150- | 300- |
| 708.4 | Permanent Pavement Marking (Thremoplastic)(ONLY) | L.F. | 2 | 150- | 300- |
| 808.1 | Pipe, Ductile Iron (6"Class 350) | L.F. | 50 | 50- | 2500- |
| 808.2 | Waterline Encasement, 16" Casing Pipe (AWC E-9-24-1) | L.F. | 24 | 90- | 2160- |
| 808.3 | 45° Bend, Ductile Iron & Joint Restraint, 6" | EA. | 4 | 500- | 2000- |
| 810 | Erosion Control and Pollution Prevention Plan (SWPPP) | L.S. | 1 | 6000- | 6000- |
| 900 | Mailbox Support System | L.S. | 1 | 1000- | 1000- |
| 901 | Mobilization | L.S. | 1 | 25,000- | 25,000- |
| 902.2 | Chain Link Fence, H=6', Security Type | L.F. | 329 | 23- | 7567- |
| 902.3 | Chain Link Fence, H=6', Non-security | L.F. | 74 | 35- | 2590- |
| 902.4 | Chain Link Fence, Gate, Double Swing, W=28', Security Type | EA. | 1.5 | 3000- | 4500- |
| 902.5 | Chain Link Fence, Roll Gate, Single, W=14' | EA. | 1 | 1200- <i>pk</i> | 1200- |
| 913 | Dumped RipRap, D ₅₀ =6" | C.Y. | 88 | 69- <i>pk</i> | 6072- |

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-----------------------|---|------|----------------------|----------------------------|----------------------------|
| 913 | Dumped RipRap, D ₅₀ =12" | C.Y. | 326 | 75 ⁻ <i>PK</i> | 24,450 ⁻ |
| 913 | Gabion Baskets | C.Y. | 48 | 175 ⁻ <i>PK</i> | 8400 ⁻ |
| 913.1 | Gabion Mattress (12" deep) | C.Y. | 24 | 170 ⁻ <i>PK</i> | 4080 ⁻ |
| 914* | Masonry Wall, ADOT Std. | S.F. | 6,241 | 15 ⁻ | 93615 ⁻ |
| 924 | Contractor Quality Control | L.S. | 1 | 15,000 ⁻ | 15,000 ⁻ |
| 925 | Construction Survey and Layout and As-built | L.S. | 1 | 15,000 ⁻ | 15,000 ⁻ |
| Total Base Bid | | | | | 720,060⁻ |

*wall items are measured in square foot of the face of wall

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORMS

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT

The applicant submitting this Bid warrants the following:

-
1. Name, Address, Email Address and Telephone Number of Principal Contractor:
Visus Engineering Construction Inc
1831 N. Rochester Mesa, AZ 85205 480.833.8268
jkerr@visusinc.com
 2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
 3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
 4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
 5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.
6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 1.06
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** 250596 & 191221
-



Signature of Authorized Representative

Jeffrey A. Kurr

Printed Name

CEO

Title

Gila County – Russell Rd Reconstruction
Bid Call # 032712-1

Item # 5A- Brief History of Contractor
and

Item # 5E – List of specific qualifications the Contractor has in supplying the specified services

You will find this letter contains the history of Visus, Inc.

Visus, Inc. was established in December 2003. The Principals of Visus, Inc. consist of Jeffrey A. Kerr, P.E., Barry J. Hunnel, Robert B. Smith. Jeff and Barry were Principals with Archon for 11 years and were responsible for the growth of the company from 3 employees to 150 employees with annual revenue in excess of \$30 million per year.

Jeffrey A. Kerr, P.E. is the C.E.O, Project Manager and Estimator for Visus. Jeff while employed at Archon, Inc. was Secretary/Treasurer, Project Manager and Estimator. Jeff is an Arizona State University graduate with a bachelor's degree in Civil Engineering and currently holds a Professional Engineering License in the State of Arizona. Jeff has managed and constructed projects in the range of \$200,000 to \$10,000,000 for the last 20 year's.

Barry J. Hunnel is the President of Visus, Inc. Barry was the Vice-President and Director of Field Operations for Archon, Inc. Barry was responsible for managing equipment and personnel throughout his 11 years with Archon. During the latter years, Barry also managed several projects a year ranging in value from \$500,000 to \$5,000,000. Barry has been in the construction industry for over 20 years.

Robert B. Smith is the Secretary for Visus, Inc. Robert worked at Archon for six years as their General Superintendent/Superintendent. At Archon, Robert was responsible for numerous projects and on several occasions was the Superintendent on the larger, more complex projects. Robert has over 20 years of construction experience.

| Year Finished | Type of Work/Reference | Owner Name | Contract Amount | Percent Completion |
|---------------|---|--|-----------------|--------------------|
| 2012 | Cloister Pavement Rehabilitation | Cloisters Associations | \$ 408,000.00 | 100% |
| 2011 | ACS Marquee Sign | City of Avondale | \$ 23,380.00 | 100% |
| 2011 | Riley Dr. Improvements | City of Avondale | \$ 347,829.00 | 100% |
| 2011 | Site Grading | Town of Florence | \$ 98,986.00 | 100% |
| 2011 | Falcon Field Airport Taxiway B | City of Mesa | \$ 1,492,000.00 | 100% |
| 2011 | 83rd ave & Missouri | City of Glendale | \$ 39,000.00 | 100% |
| 2011 | Parking Lot Improvement @ Mountainside Middle School | Scottsdale Unified School District | \$ 238,095.00 | 100% |
| 2011 | Gilbert Rd: Low Flow Crossing | MCDOT | \$ 480,000.00 | 100% |
| 2011 | Avondale & McDowell Rd Intersection Improvements | City of Avondale | \$ 561,236.00 | 100% |
| 2011 | Plaza Drive Improvements | City of Apache Junction | \$ 458,400.00 | 100% |
| 2011 | El Mirage & Santa Fe Lane | City of El Mirage | \$ 105,201.00 | 100% |
| 2011 | Fountain Hills Sidewalk | ADOT | \$ 190,000.00 | 100% |
| 2010 | Ironwood Dr. Lost Dutchman to Tepee | City of Apache Junction | \$ 640,400.00 | 100% |
| 2010 | Guadalupe and Dobson Roads Intersection Improvements | City of Mesa | \$ 1,696,929.00 | 100% |
| 2010 | Avondale and Encanto Blvd Improvements | City of Avondale | \$ 480,285.96 | 100% |
| 2010 | Del Cumbre Avenue Street & Sidewalk Improvements | Town of Fountain Hills | \$ 207,348.40 | 100% |
| 2010 | Truck Access Repairs @ Scottsdale Community College | MCCCC | \$ 55,000.00 | 100% |
| 2010 | O'Neil Park Flood Irrigation Improvements | City of Glendale | \$ 38,100.00 | 100% |
| 2010 | Senior Center Parking Lot | Town of Guadalupe | \$ 39,225.00 | 100% |
| 2010 | Union Hills Widening | City of Surprise | \$ 318,000.00 | 100% |
| 2009 | Houston Elementary School Parking Lot | Gilbert Public Schools | \$ 22,100.00 | 100% |
| 2009 | Calle Cerritos Full Section Street Improvements | Town of Guadalupe | \$ 221,841.93 | 100% |
| 2009 | Scottsdale Airport Pavement | City of Scottsdale | \$ 173,000.00 | 100% |
| 2009 | Paradise Valley Community College Decomposed Granite Parking Lot | MCCCC | \$ 48,500.00 | 100% |
| 2009 | Glendale Elementary School No. 18 | Glendale Elementary School District # 40 | \$ 478,000.00 | 100% |
| 2009 | Mahoney Neighborhood Sidewalk and Street Improvements | City of Mesa | \$ 380,000.00 | 100% |
| 2009 | Drew Street Improvements | City of Mesa | \$ 599,008.25 | 100% |
| 2009 | Septic System Conversion & Parking Lot Additions at Higley Elementary & Middle School | Higley Unified School District | \$ 332,000.00 | 100% |
| 2009 | Bus Lane Installations @ Aztec Elementary School | City of Scottsdale | \$ 185,000.00 | 100% |
| 2009 | Falcon Field Airport - 4R Engine Run-up | City of Mesa | \$ 654,470.00 | 100% |
| 2009 | Arianna Court 8-inch Water Main | Town of Gilbert | \$ 102,000.00 | 100% |
| 2009 | Street Capacity Improvements | City of Chandler | \$ 270,000.00 | 100% |
| 2009 | Linda Lane Sewer Tap Replacement | Town of Gilbert | \$ 119,000.00 | 100% |
| 2009 | Coronado Elementary School Parking Lot Addition | Higley Unified School District | \$ 100,348.00 | 100% |
| 2009 | Grasswood Drainage Improvements | City of Surprise | \$ 179,500.00 | 100% |
| 2009 | 58th St and Chandler Blvd Right Turn Lanes | City of Chandler | \$ 422,000.00 | 100% |

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Surprise
Contact: Shaneel Gary
Phone: 623-222-1630
Address: 1600 N. Civic Center Plaza Surprise AZ 85374

2. **Company:** City of Avondale
Contact: Charles Andrew
Phone: 623-333-4216
Address: 11465 W. Civic Center Dr. Avondale AZ 85323

3. **Company:** City of Mesa
Contact: Dennis White
Phone: 480-644-4224
Address: PO Box 1466 Mesa AZ 85210

4. **Company:** City of Apache Junction
Contact: White, Schmitt
Phone: 575 E Baseline Ave Apache Junction AZ 85119
Address: 480-474-8575

Visus Engineering Construction, Inc.
Name of Business
[Signature]
Signature of Authorized Representative
CEO
Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)

)ss

COUNTY OF:)

Jeffrey A. Kern
(Name of Individual)

being first duly sworn, deposes and says:

That he is

CEO

of Vizus Engineering Construction, Inc.
(Name of Business)

and

That he is properly prequalified by Gila County for bidding on **BID NO. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

Vizus Engineering Construction, Inc
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Vizus Engineering Construction Inc.
Name of Business

By

CEO

Title

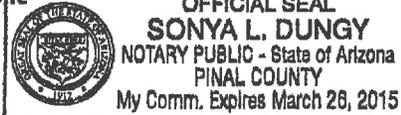
Subscribed and sworn to before me this

27 day of August, 2012.

My Commission expires:

3/26/2015

Notary Public



**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids for **BID NO. 032712-1 RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

Yes it is my intention to subcontract a portion of the work.

No it is not my intention to subcontract a portion of the work.

Visus Engineering Construction Inc
Name of Business

[Signature]
Signature of Authorized Representative

CEO
Title

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

| <u>REQUIRED DOCUMENT</u> | <u>COMPLETED/EXECUTED</u> |
|--|----------------------------------|
| Proposal | ✓ _____ |
| Bidding Schedule | ✓ _____ |
| Surety (Bid) Bond | ✓ _____ |
| Qualification & Certification Form | ✓ _____ |
| Reference List | ✓ _____ |
| Affidavit of Non-Collusion | ✓ _____ |
| Subcontractor Certification | ✓ _____ |
| Contract | ✓ _____ |
| Bidders Checklist & Addenda Acknowledgment | ✓ _____ |

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | | | | | |
|-------------------|---------------|-------|-------|-------|-------|
| | #1 | #2 | #3 | #4 | #5 |
| Initials/ Date | 8/21/12 JK | _____ | _____ | _____ | _____ |

Signed and dated this 27 day of August, 2012.

Visus Engineering Construction, Inc
 CONTRACTOR

 BY: Jeffrey A. Kerr - CEO

Each proposal shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: RUSSELL ROAD RECONSTRUCTION PROJECT, Gila County Arizona, Bid No. 032712-1.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Tuesday, August 28th, 2012, 11:00 a.m.

**GILA COUNTY
CONTRACT NO. 032712-1**

THIS AGREEMENT, made and entered into this 18th day of September, **2012**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and Visus Engineering Construction of the City of Mesa, County of Maricopa, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for Bid No. 032712-1 **RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III - SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to

liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. Policy shall contain a waiver of subrogation against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **One Hundred and Twenty (120) Days of the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the
above specified time after start of
work.

500.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT**.

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2)**.

In order to receive payment the Contractor shall have a current W-9 Form on file with the County unless required by law.

All invoices submitted by the Contractor shall include at least the following but not be limited to:

- Purchase Order Number
- Contract Number
- Project Title
- Invoice Number
- Vendor Name and Address
- Description of Service

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

ARTICLE X – 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 or any subcontractor’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 of this Contract 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 at all times 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 insure that Subcontractor 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. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE XI – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 720,000 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

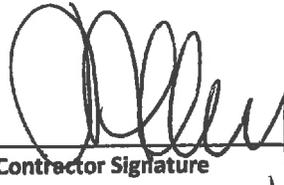
RUSSELL ROAD RECONSTRUCTION PROJECT
BID NO. 032712-1

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman, Board of Supervisors

CONTRACTOR:



Contractor Signature

Jeffrey A. Kew - CEO

Print Name

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

Witness (If Contractor is Individual)

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

**GILA COUNTY
CONTRACT PERFORMANCE WARRANTY**

I, Jeffrey A. Keane, representing
Vasus Engineering Const Inc. (company name)

do hereby warranty the work performed for the:

RUSSELL ROAD RECONSTRUCTION PROJECT, GLOBE, ARIZONA

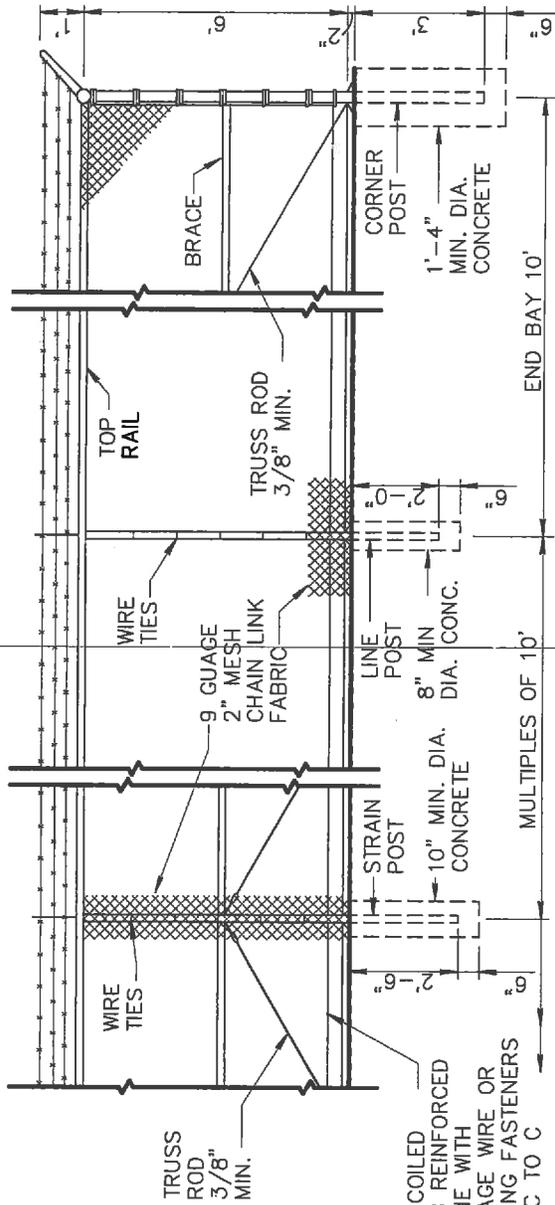
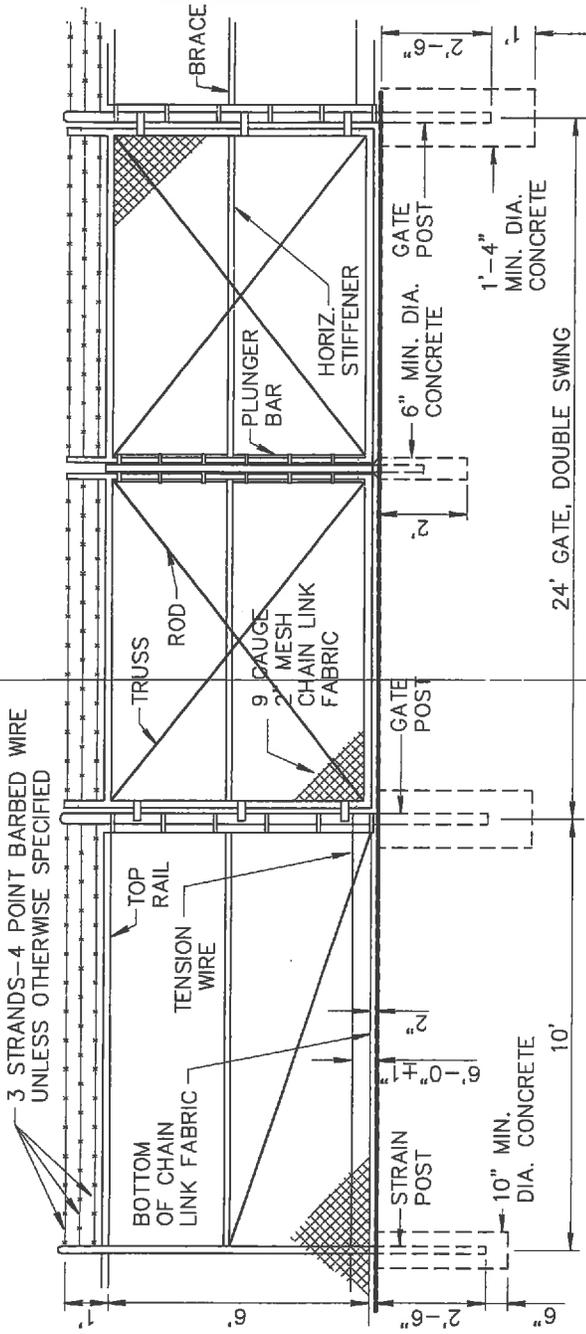
for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

Allen
(Officer, Partner, Owner)

8/28/12
Date

SECTION VI
NOTED STANDARD DETAIL DRAWINGS



NOTES

1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

| MEMBER | AISC SIZE | OUTSIDE DIA. |
|-------------|-------------------|-------------------|
| CORNER POST | 2-1/2" | 2.875" |
| LINE POST | 1-1/2" | 1.900" |
| STRAIN POST | 1-1/2" | 1.900" |
| BRACE | 1-1/4" | 1.666" |
| STRETCH BAR | 3/16" x 3/4" FLAT | 3/16" x 3/4" FLAT |
| GATE POST | 3-1/2" | 4.000" |
| TOP RAIL | 1-1/4" | 1.666" |

7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 722, RESPECTIVELY. SEE TABLE 722 FOR WEIGHTS OF MEMBERS.

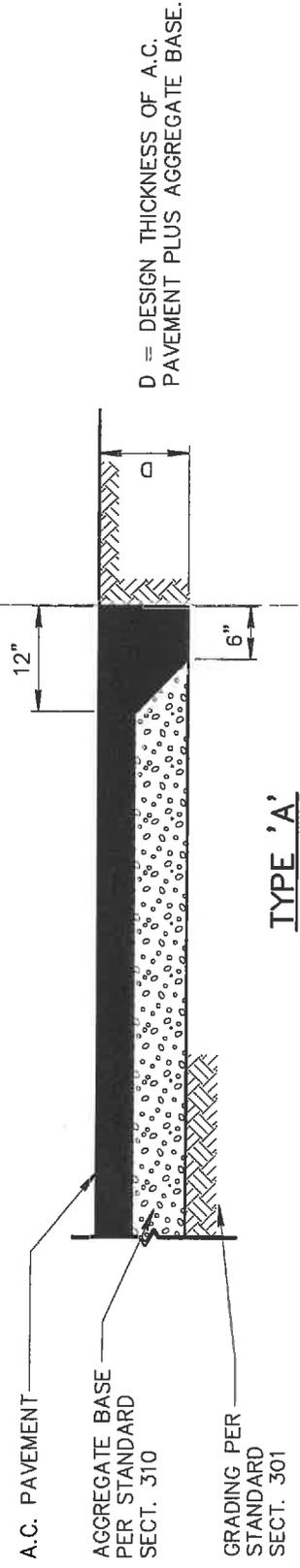
NO. 7 COILED SPRING REINFORCED WIRE TIE WITH 12 GAUGE WIRE OR HOG RING FASTENERS 1'-6" C TO C

DETAIL NO. 160

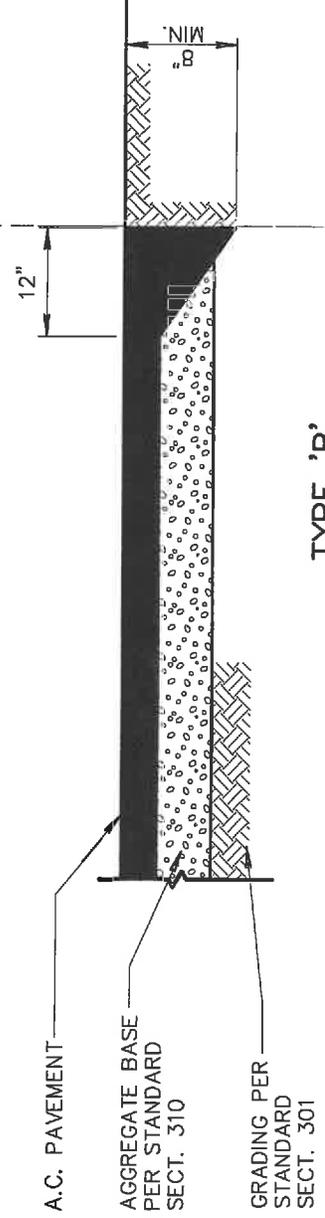
MARICOPA ASSOCIATION OF GOVERNMENTS
STANDARD DETAIL ENGLISH

REVISED 01-01-2003

DETAIL NO. 160



TYPE 'A'



TYPE 'B'

D = DESIGN THICKNESS OF A.C. PAVEMENT PLUS AGGREGATE BASE.

DETAIL NO.
201

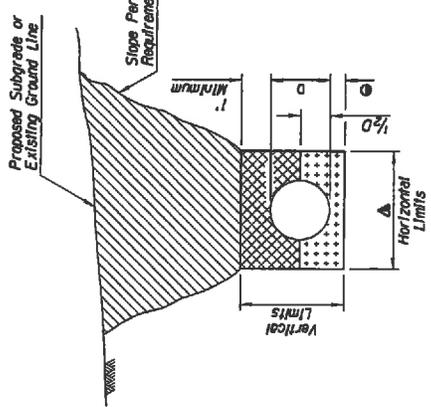
MARICOPA ASSOCIATION of GOVERNMENTS
STANDARD DETAIL
ENGLISH

PAVEMENT SECTION AT TERMINATION

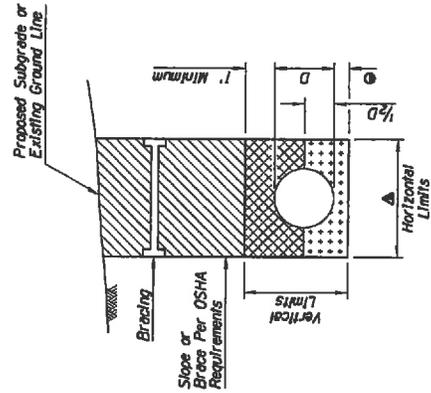
REVISED
01-01-2008

DETAIL NO.
201

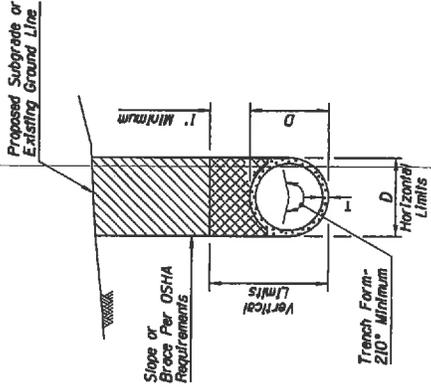
| | | | |
|-----|--------------------------|---------|------|
| NO. | DESCRIPTION OF REVISIONS | MADE BY | DATE |
| 1 | REVISED SPECIFICATIONS | RLF | 9/04 |
| 2 | | | |
| 3 | | | |
| 4 | | | |



**TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING**



**TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN**



**TRENCH CONDITION
IN NATURAL GROUND
OR IN EMBANKMENT**

GENERAL NOTES

- Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
- In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
- Bracing and sloping shall conform to OSHA requirements.
- Pipe backfill may be bedding material.
- In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.

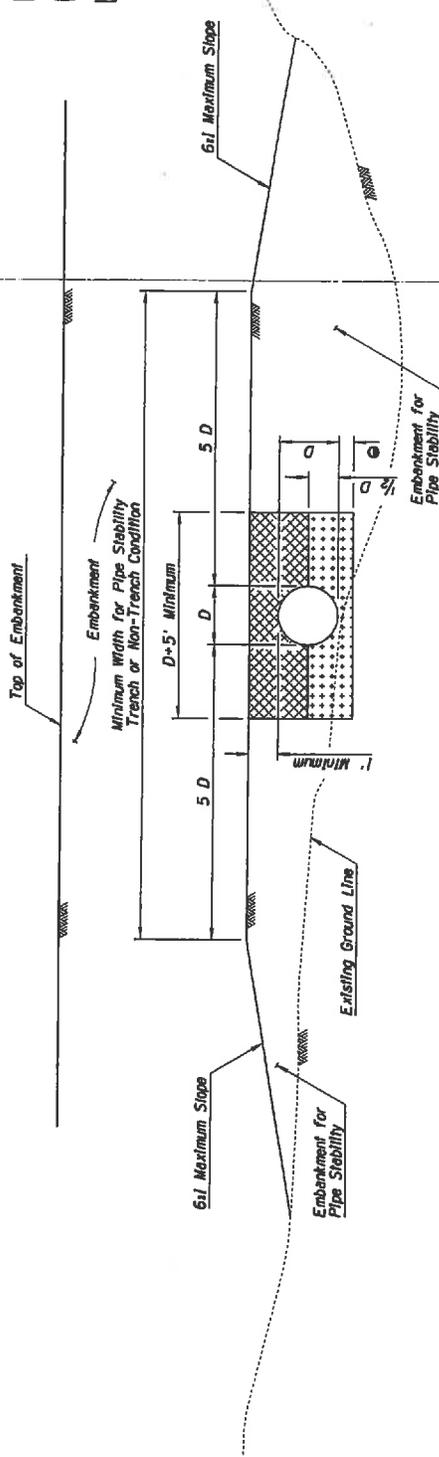
D - Outside diameter of full circle pipe or outside dimension (span or rise) of arch, arch pipe, elliptical pipe.

T - Minimum wall thickness for NRCP/CP. See Plans.

- For $D < 4'$; $D + 6'$ each side, minimum $D + 2'$ each side, maximum
- For $D \geq 4'$; $D + 1'$ each side, minimum $D + 3'$ each side, maximum

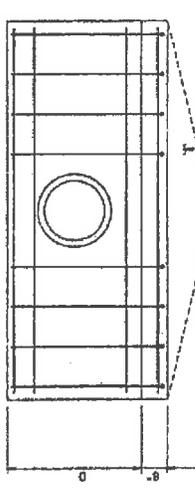
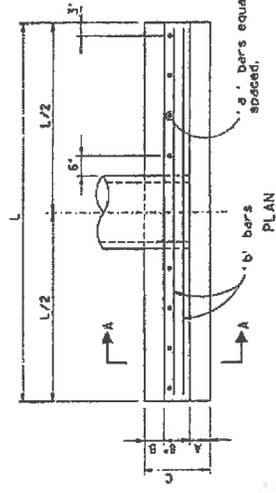
● - 6 inches except when on unyielding or unstable material. See Sid Specs.

▨ TRENCH BACKFILL
 ▩ PIPE BACKFILL
 ●●●●● BEDDING

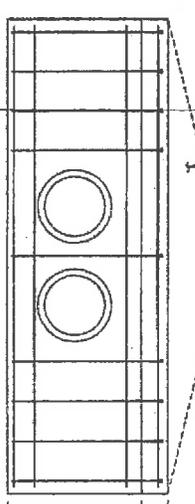
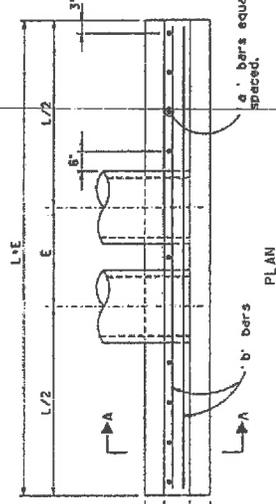


NON-TRENCH CONDITION

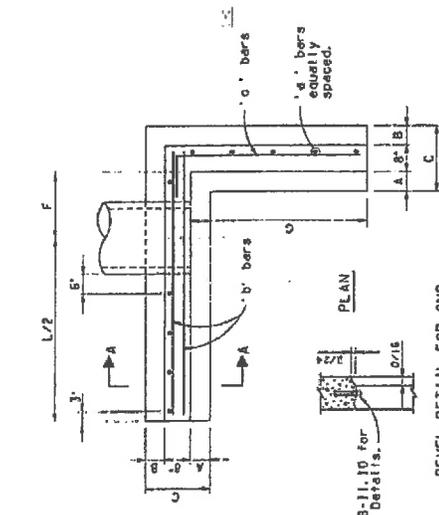
| | | |
|-----------------------------------|---|------------------------|
| APPROVED FOR DESIGN Mary Hagan | STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS | REV. 5/07 |
| APPROVED FOR DISTRIBUTION | TYPICAL PIPE INSTALLATION | DRAWING NO. C-13.15 |



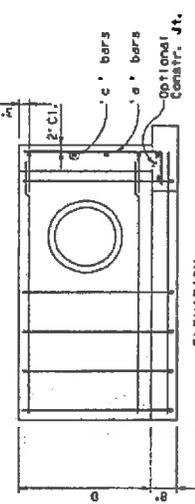
SINGLE PIPE HEADWALL
ELEVATION



DOUBLE PIPE HEADWALL
ELEVATION



BEVEL DETAIL FOR CMP



L HEADWALL
ELEVATION

NOTE:
For General Notes and Chamfer Detail see Std. B-11.10.
Concrete pipe shown. Corrugated metal pipe similar.
High point of headwall shall not project more than 3" above slope.
All concrete shall be Class - B, f'c=2500 psi.
All reinforcing bars are #4.
For 3 or more pipes, add quantities shown for each additional pipe to Double Pipe Headwall quantity. Add one 'a' bar to double pipe quantity for each additional pipe length by Dimension E for each additional pipe.
Dimension E equals pipe spacing.

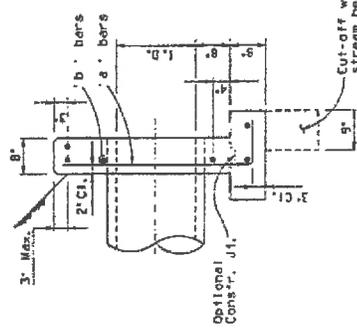
Approximate Quantities

| I.D. | Single Pipe Headwall | | Double Pipe Headwall | | 40' L. Pipe Headwall | | 'L' Headwall | |
|------|----------------------|------------|----------------------|------------|----------------------|------------|--------------|------------|
| | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. |
| 18" | 1.2 | 4.0 | 1.4 | 3.3 | 13 | 1.4 | 15 | 1.4 |
| 24" | 1.6 | 7.8 | 2.0 | 3.0 | 4 | 2.0 | 10.0 | 2.6 |
| 30" | 2.1 | 11.7 | 2.6 | 3.8 | 5 | 2.6 | 12.1 | 3.4 |
| 36" | 2.7 | 15.5 | 3.4 | 4.3 | 7 | 3.4 | 15.2 | 4.2 |
| 42" | 3.4 | 19.3 | 4.4 | 4.8 | 8 | 4.2 | 18.0 | 5.0 |

* Quantities do not include cut-off wall.

Reinforcing

| I.D. | 'a' bars | | 'b' bars | | Double Pipe Headwall | | 'L' Headwall | | 'L' Headwall | |
|------|-------------|------------|-------------|------------|----------------------|------------|--------------|------------|--------------|------------|
| | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. | Reinf. Lbs. | Conc. C.Y. |
| 18" | 1.2 | 4.0 | 1.4 | 3.3 | 13 | 1.4 | 15 | 1.4 | 15 | 1.4 |
| 24" | 1.6 | 7.8 | 2.0 | 3.0 | 4 | 2.0 | 10.0 | 2.6 | 10.0 | 2.6 |
| 30" | 2.1 | 11.7 | 2.6 | 3.8 | 5 | 2.6 | 12.1 | 3.4 | 12.1 | 3.4 |
| 36" | 2.7 | 15.5 | 3.4 | 4.3 | 7 | 3.4 | 15.2 | 4.2 | 15.2 | 4.2 |
| 42" | 3.4 | 19.3 | 4.4 | 4.8 | 8 | 4.2 | 18.0 | 5.0 | 18.0 | 5.0 |



SECTION A-A



DESIGN APPROVED
[Signature]
APPROVED FOR DISTRIBUTION
[Signature]
ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD DRAWINGS
INLET and OUTLET HEADWALLS
18" to 42" PIPES
REVISION
8-11.11

| | | | |
|------|----|------|-------|
| DATE | BY | CHKD | APP'D |
| | | | |



ADDENDUM #1

Gila County Bid No. 032712-1 Russell Road Reconstruction Project

The following addendums are hereby incorporated into the bid documents for the above stated project:

August 21, 2012

Questions & Answer / Corrections / Changes / Clarifications

1. Correction:

- a. The following Utility Contact Information shall replace the information shown within Sheet 2 of the Construction Improvement Plans.

| Utility Name | Representative | Phone |
|--------------------------|-----------------------|---------------|
| ▪ Arizona Public Service | Freddie Chism | (928)425-8034 |
| ▪ Arizona Water Company | Fred Rios | (928)473-4433 |
| ▪ CableOne | Chris Guthrey | (928)425-3816 |
| ▪ CenturyLink | Rocky Villareal | (520)426-6770 |
| ▪ El Paso Corporation | Bill Biggs | (520)663-4260 |
| ▪ Salt River Project | Elijah Lubandi | (602)236-3794 |
| ▪ Southwest Gas | James Karbo | (928)402-6313 |

2. Correction:

- a. Bid Document, Section 01, page GP-1, Item no.1, fourth item shall read:
- Bid Schedule (pages BS-1 to ~~BS-6~~ BS-4)

3. Correction:

- a. Replace pages BS-2, BS-3 and BS-4 of the Bid Document with the enclosed revised cost summary break down items pages BS-2R, BS-3R and BS-4R, respectively.

4. Correction:

- a. Delete: Item 16, page SP-6, Special Provisions, within the Bid Document. APS has elected to relocate their powerline to the Westside of the roadway and therefore any work related to/referenced within the Document is hereby deleted.

5. Correction:

- a. The following Technical Specification has been added to the Bid Document, Page T-1.

109 FORCE ACCOUNT WORK

Force Account Work shall be in accordance with Section 109 of the ADOT Standard Specifications unless modified herein.

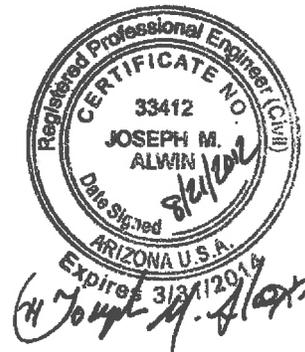
6. Correction:
 - a. Replace Sheet 7 of 27 of the Construction Improvement Plans with the enclosed revised Sheet 7. This revision addresses the length of the parking block detail.
7. Correction:
 - a. Replace Sheet 20 of 27 of the Construction Improvement Plans with the enclosed revised Sheet 20. This revision addresses the volume of excavation necessary for the paving shown on this sheet.
8. Correction:
 - a. Delete: Utility Notes 2 and 3, Sheet 2 of 27 of the Construction Improvement Plans. APS has elected to relocate their powerline to the Westside of the roadway and therefore any work related to/referenced within the Plans is hereby deleted.
9. Clarification:

The completion time of the project, as stated on page P-2 of the Proposal is, **"...and to complete the work One Hundred and Twenty (120) Calendar Days of the Notice to Proceed,..."**
10. Clarification:

The Liquidated Damages Cost, as stated on page C-5 of the Contract is, **"\$840.00 per Calendar Day"**
11. Clarification:

Arizona Water Company Standard Specifications [and details] are available by calling 928-473-4433.
12. Question: 1. Will there be construction water available and where?
Answer: Construction water is not available through Gila County.
13. Question: 2. Is there a designated place for excess fill?
Answer: The Contractor may dispose of earthen waste just west of the Gila County Landfill facility located along Hope Lane approximately 0.50-miles east of its intersection with Russell Road. If the Contractor elects to use this location then the Contractor shall notify the County representative no less than 48-hours prior to disposal for the approved location at this facility and after a review/approval of the waste material.
14. Question: 3. Will landfill fees be waived?
Answer: Yes, for clean earthen waste only, containing no other debris that the County representative determines as objectionable. Otherwise, for all other construction debris, landfill fees will remain in effect.
15. Question: What is the engineer's estimate?
Answer: It is the opinion of the engineer that the overall cost of construction is approximately \$900,000.

16. Question: 5. Does the contractor have to provide conduit for CableOne and CenturyLink?
Answer: No. Under the new APS powerline relocation option, the Contractor will not be undertaking any utility relocation/installation work, excluding the waterline relocation as shown on Sheet 27 of 27 of the Construction Improvement Plans
17. Question: 6. Will the North parking lot be included in the paving and grading part of the project?
Answer: Yes. See Construction Improvement Plan Sheet 9 for the general layout of this parking lot.
18. Question: 7. Will the contractor be required to submit a traffic control plan?
Answer: Yes. See Item 5, Page SP-3 of the Special Provisions and Section 701, Page T-7 of the Technical Specifications for the construction traffic control plan requirements.
19. Question: 8. Can heavy truck loads go down Roberts Drive or will they need to go another route?
Answer: Heavy construction equipment of any kind is not permitted to use Roberts Drive. The Contractor shall be allowed to use the public roadway to the west of the project that borders the hospital.
20. Where on the drawings would I find the sidewalk location?
Answer: See Sheet 11 of the Construction Improvement Plans. Please note that the reference to Concrete S/W is also to be used as a concrete apron to the west of the North Parking Lot area.
21. Question: If the sidewalk is 5' wide, how do you come up with 893 sq. ft.?
Answer: The square footage also accounts for the concrete apron feature shown on Sheet 11 of the Construction Improvement Plans.
22. Question: Are the concrete car bumpers (stops) actually 8' long? Measurements?
Answer: See item 6 above. The revised plan sheet addresses this question.
23. Question: page 27 of 27 on construction plans Item#59 "install 14" casing per AWC STD.E-9-24-1". is it 14" or 16"?
Answer: The casing diameter is 14-inches. AWC Standard Detail E-9-24-1, dated February 12, 2001, shows that for a 6-inch waterline, as required for this project by the Arizona Water Company, the casing diameter shall be 14-inches.



SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012 10:00 AM Title: Russell Road Reconstruction Project
 RFP No.: 032712-1 Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|--------------------------|-----------------------------|----------------------------------|-------------------------------------|
| J. Barwicki Construction | Dan Barwicki | dbarwicki@barwicki.com | 480-921-8016 |
| Combs Const Co | ERIC LEMNITZER | ERIC@COMBSAZ.COM | 602 928-425-0602 928-812-0063 |
| DJ's Companies | Manuel Quintana | | |
| Visus Eng. Const. Inc. | Sonya Dungey | sdungey@visusinc.com | 480-833-8266 |
| Tee Pee Contractor | Kermit Schafersman | Kermit + ATeePee Contractors.com | 520-280-1029 |
| S-D Mining & Co. | Albert Curiel | Alberto Curiel@gmail.com | 602-513-0106 |
| APS | Fredde Chsn | Fredderick Chism@APS.com | 928-812-0488 |
| Tricom Corporation | Tom Bassaggio | tbassaggio@tricomcorp.com | 480-443-0751 |
| BARCOSA CORP | FRED BARCOSA | fred@barcosacorp.com | 928 480-5426 |

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012 10:00 AM Title: Russell Road Reconstruction Project

RFP No.: 032712-1 Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|--|-----------------------------|----------------------------|----------------|
| DBA Construction, Inc. | Chris Schepp | Chris@dbaconstruction.net | (602) 442-6767 |
| Jonovich Comp | David Burlingham | DBurlingham@Jonovich.com | 928-701-2289 |
| SBBI | Matt Connell | mconnell@sbbi92.com | 520-604-6311 |
| ABC Asphalt | Leo Barrera | leo@abcasphalt.com | 602-358-5550 |
| DalMolin Excavating | Frank DalMolin | FdalMolin@dalmolincorp.com | 928-812-1083 |
| Roy Hought Excavating | Keith Warrant Hand | None | 928-478-1609 |
| Sullivan Paving | Randy Sullivan | Sulpav@cablone.net | 928-425-4430 |
| Southwest Gas James Karbo | James Karbo | James.Karbo@swgas.com | 928-701-4434 |
| INTERMOUNTAIN WEST CIVIC CONSTRUCTORS | STAN LANGHAM | Stan@IMWCC.net | 928-402-6313 |
| | | | 928-474-4988 |

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: August 16, 2012 Title: Russell Road Reconstruction Project
10:00 AM

RFP No.: 032712-1 Location: Public Works Administration Building

| Company Name | Representative Name (print) | E-Mail Address | Phone No. |
|--------------------------|-----------------------------|----------------------------------|----------------|
| S-D Mining Trust | Ben D-Molina | Sdber@live.com | (928) 812-1038 |
| Rick Long | ADOT | | 817-1103 |
| Leonard Garcia | AWC | LGARCIA@AZWATER.COM | 928-812-2809 |
| FREDDY ROS | AWC | FRKRS@AZWATER.COM | 928.473.4433 |
| CABLE ONE | Chris Guthrey | Christopher.Guthrey@CableOne.biz | 928 812-3816 |
| Gila County Finance | Yelric Bejarano | | |
| Gila County PubWorks | Roland Boyer | | |
| " | Steve Stratton | | |
| | Steve Sanders | | |
| C.H. Williams Consulting | Chucks Williams | | |

BIDDING SCHEDULE

Firm Name: _____

COST SUMMARY BREAK DOWN ROADWAY ITEMS

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-------|--|------|----------------------|------------|-----------------|
| 109 | Force Account Work | L.S. | 1 | \$75,000 | \$75,000 |
| 202 | Removal of Structures and Obstructions | L.S. | 1 | | |
| 203 | Earthwork | C.Y. | 2,740 | | |
| 211 | Fill Construction | C.Y. | 1,370 | | |
| 301 | Subgrade Preparation | S.Y. | 11,864 | | |
| 310 | Aggregate Base Course - (ADOT Class II) | C.Y. | 2,310 | | |
| 321 | Asphaltic Concrete - MAG (3/4") Mix | Ton | 1,343 | | |
| 340.1 | Concrete Parking Block | EA. | 30 | | |
| 340.2 | Concrete Sidewalk | S.F. | 893 | | |
| 340.3 | Concrete Headwall, ADOT B-11.11, for (4) 42" CMPA | L.S. | 1 | | |
| 411 | Asphaltic Concrete Friction Course | Ton | 147 | | |
| 520 | Pedestrian Handrail | L.F. | 88 | | |
| 525 | Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored) | S.F. | 5,810 | | |
| 621 | Pipe, Corrugated Metal, 42" | LF | 312 | | |
| 607.2 | New Sign Panel, STOP, R1-1, 30"x30" | EA. | 2 | | |
| 607.6 | New Sign Panel, SPEED LIMIT 35, R2-1, 24"x30" | EA. | 4 | | |
| 701 | Maintenance and Protection of Traffic | L.S. | 1 | | |

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-------|--|------|----------------------|------------|-----------------|
| 708.1 | Permanent Pavement Marking (Painted)(White)(4" Equiv) | L.F. | 3,918 | | |
| 708.2 | Permanent Pavement Marking (Painted)(Yellow)(4" Equiv) | L.F. | 4,899 | | |
| 708.3 | Permanent Pavement Marking (Thremoplastic)(ARROW) | L.F. | 2 | | |
| 708.4 | Permanent Pavement Marking (Thremoplastic)(ONLY) | L.F. | 2 | | |
| 808.1 | Pipe, Ductile Iron (6"Class 350) | L.F. | 50 | | |
| 808.2 | Waterline Encasement, 16" Casing Pipe (AWC E-9-24-1) | L.F. | 24 | | |
| 808.3 | 45° Bend, Ductile Iron & Joint Restraint, 6" | EA. | 4 | | |
| 810 | Erosion Control and Pollution Prevention Plan (SWPPP) | L.S. | 1 | | |
| 900 | Mailbox Support System | L.S. | 1 | | |
| 901 | Mobilization | L.S. | 1 | | |
| 902.2 | Chain Link Fence, H=6', Security Type | L.F. | 329 | | |
| 902.3 | Chain Link Fence, H=6', Non-security | L.F. | 74 | | |
| 902.4 | Chain Link Fence, Gate, Double Swing, W=28', Security Type | EA. | 1.5 | | |
| 902.5 | Chain Link Fence, Roll Gate, Single, W=14' | EA. | 1 | | |
| 913 | Dumped RipRap, D ₅₀ =6" | C.Y. | 88 | | |

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

Firm Name:

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITIES | UNIT PRICE | EXTENDED AMOUNT |
|-----------------------|---|------|----------------------|------------|-----------------|
| 913 | Dumped RipRap, D ₅₀ =12" | C.Y. | 326 | | |
| 913 | Gabion Baskets | C.Y. | 48 | | |
| 913.1 | Gabion Mattress (12" deep) | C.Y. | 24 | | |
| 914* | Masonry Wall, ADOT Std. | S.F. | 6,241 | | |
| 924 | Contractor Quality Control | L.S. | 1 | | |
| 925 | Construction Survey and Layout and As-built | L.S. | 1 | | |
| Total Base Bid | | | | | |

*wall items are measured in square foot of the face of wall

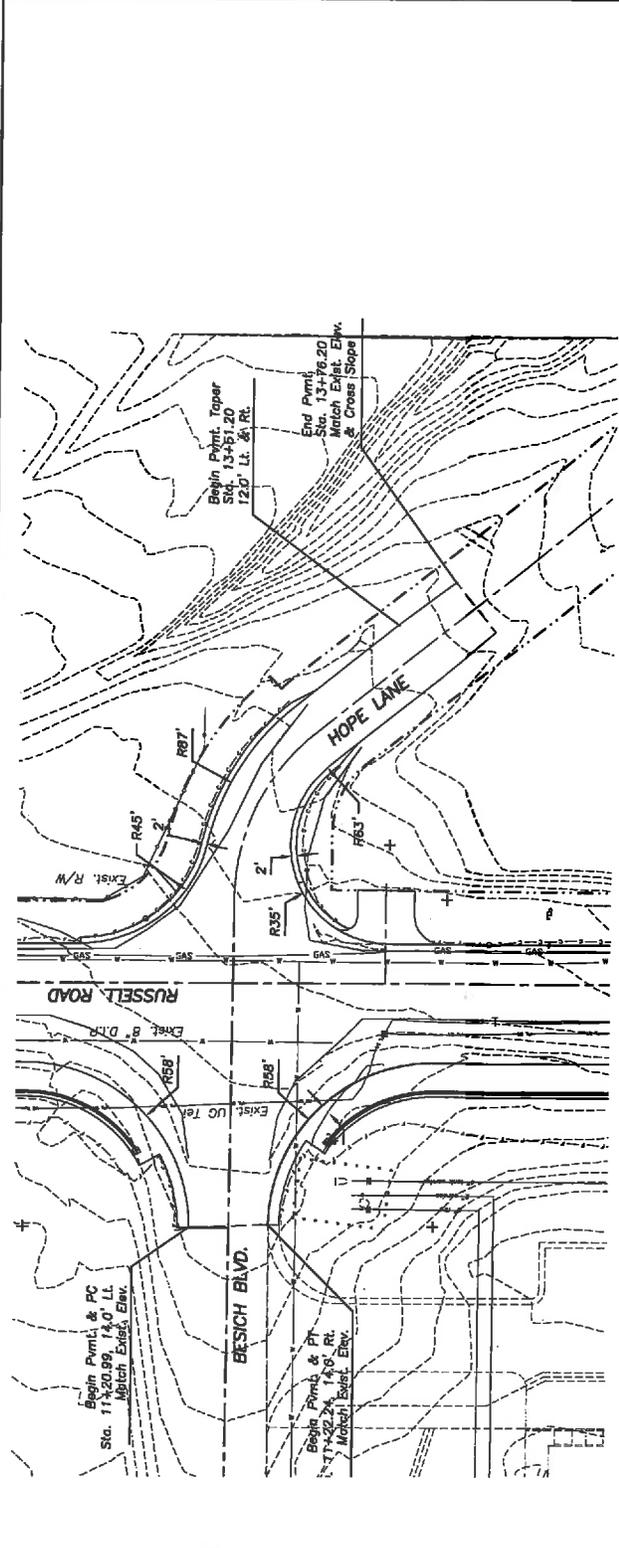
CONSTRUCTION NOTES

| NO. | DESCRIPTION | EST. QTY. THIS SHEET |
|----------------------|--|--|
| 1 | INSTALL PAVEMENT - SEC. 1 SEE DTL. SH. 3 1/2" A.C.F.C. (MOOT 497) 8" A.B.C. (MOOT 498 II) | 881 S.Y. 24 TON 145 S.F. 180 C.Y. |
| ESTIMATED EARTHWORK | | |
| | EXCAVATION | 454 C.Y. |
| | EMBANKMENT | 0 C.Y. |
| REMOVALS/ADJUSTMENTS | | |
| 101 | REMOVE EXIST. PAVEMENT | 887 S.Y. |
| 126 | REMOVE DRIVEWAY | 0 S.F. |

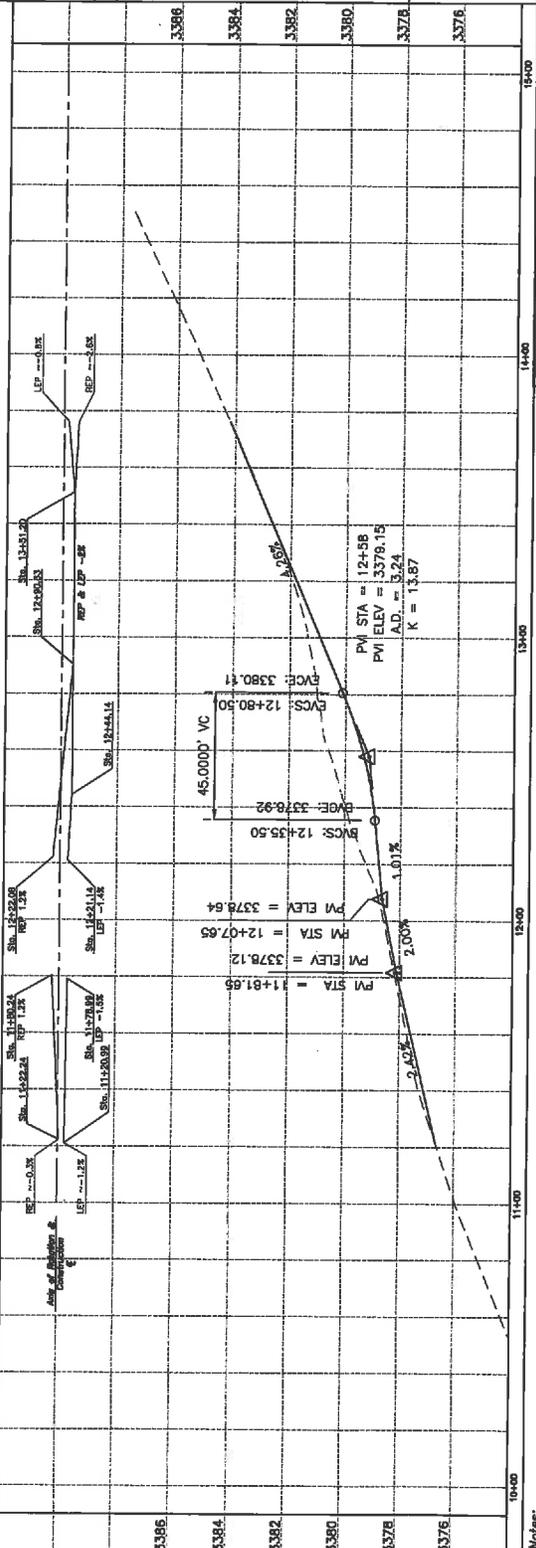


| | |
|---|---|
| RUSSELL ROAD ROADWAY IMPROVEMENT PLANS PLAN & PROFILE STA. B.O.P. to E.O.P. | |
| SHEET NO. 20 OF 27 | DATE: 11-27-07 DRAWN BY: J.W. CHECKED BY: J.W. APPROVED BY: J.W. |

G.L. Williams CONSULTANTS, Inc.
 CIVIL ENGINEERS AND RESOURCE MANAGEMENT
 801 South Hobbs Lane
 Phoenix, Arizona 85033
 Phone: (480) 387-2288 Fax: (480) 387-3348



BESICH BOULEVARD - HOPE LANE



Notes:



GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-1470

Regular Agenda Item 2- F

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Paula Horn, Deputy Director of Prevention Services

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Prevention Services

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates October 1, 2012 thru June 30, 2013 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Grantee Agreement (Contract No. GRA-RC004-13-0556-01) with Gila Regional Partnership, Arizona Early Childhood Development and Health Board (First Things First)

Background Information

The Gila Regional Partnership Council has identified the need for parents to have more access to direct services for their children to address developmental concerns, discipline, well-baby visits, nutrition, and behavioral issues. Healthy Steps for Young Children has been identified as the National Model to address the needs of many parents and children of Gila County. Healthy Steps is a program model funded through the Regional Council's Care Coordination/Medical Home strategy.

The Healthy Steps Specialist's roles include:

- conducting office visits, either jointly with the physician/pediatric nurse practitioner or alone, during regular office hours or by appointment;
- conducting home visits to support and enhance parent-infant interactions and promote home safety;
- conducting an ongoing system of checkups that look at both child development and family factors, as part of a health visit, as a separately scheduled office visit, or as part of a home visit;
- helping mothers and fathers manage common behavioral concerns related to early learning, fussiness, sleep, feeding, discipline, toilet training, etc.;
- providing referrals and follow-up, as appropriate, to help families make connections within the community.

Evaluation

This funding will allow Gila County the opportunity to provide the National model "Healthy Steps" to Gila County residents. Home visits will be conducted at birth and key developmental stages to support families raise healthy successful children. The program will implement the Ages and Stages On-Line Enterprise Screening including Parent Access to ensure that all children receive timely developmental and social emotional screen.

Conclusion

Without this funding Gila County would be unable to provide the Healthy Steps program to Gila County residents.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the Grantee Agreement (Contract No. GRA-RC004-13-0556-010 with the Gila Regional Partnership, Arizona Early Childhood Development and Health Board (First Things First), in the amount of \$155,000.00 for the period of October 1, 2012, through June 30, 2013.

Suggested Motion

Information/Discussion/Action to approve a Grantee Agreement (Contract No. GRA-RC004-13-0556-01) between the Gila County Health Department and the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), in the amount of \$155,000 to provide the Healthy Steps program to address child development, environmental issues, well-baby visits, nutrition, and other areas of development for the period of October 1, 2012, through June 30, 2013. **(Michael O'Driscoll)**

Attachments

Grantee Agreement w-Gila Regional Partnership

Legal Explanation

GRANTEE AGREEMENT

GRA-RC004-13-0556-01

**Between The
Gila Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
Gila County Health Department**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Gila Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Health Department (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- A. Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate

manner. An important component of a Care Coordination strategy is to insure children receive regular developmental screenings at six-month intervals. Developmental screening has been a practice used in multiple settings; however, integrating the information using an online web-based system from those settings into a common database is a relatively new option.

- B. There are a number of successful care coordination national models, which have demonstrated impressive health outcomes for children ages birth through five by offering high-risk families additional support to access health care and social services. Applicants are required by the Gila Regional Council to use the Healthy Steps National Model to provide care coordination services and the Ages and Stages Questionnaire (ASQ-3) online developmental screening tools and systems to be used for the trial implementation period. The Scope of work can be found in Exhibit A. The Standards of Practice for Care Coordination and Developmental Screening can be found in Exhibits B and C.
- C. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit D).
- D. Adhere to the First Things First Data Security Guidelines (Exhibit E).
- E. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – H).
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by August 1, 2012.
- F. Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$155,000.00** to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- c) Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the

project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 (“Audits of States, Local Governments, and Non-profit Organizations”) if GRANTEE expends more than \$500,000 from federal awards/dollars, *a copy of the GRANTEE’s audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”.

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://gao.az.gov/travel/default.asp>).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

a. Quarterly Programmatic Narrative & Data Submission Reports are due:

- i. Period: October 1, 2012 – December 31, 2012
Due: January 20, 2013
- ii. January 1, 2013 – March 31, 2013
Due: April 20, 2013
- iii. April 1, 2013 – June 30, 2013
Due: July 20, 2013
- iv. The final programmatic report as submitted shall be marked FINAL

b. Financial Reimbursement Reports

- i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger to detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.
- ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE

to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws

include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws

for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First and normally located in the Partners and Grant Management System (PGMS).

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of 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."

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

XXXII. INSURANCE REQUIREMENTS

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time and shall be submitted within 15 days of the Agreement becoming final.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Grantee shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee”.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to separately, EACH Grantee or subcontractor exempt under A.R.S. §23-901, AND when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such

additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Contract.

2. The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- F. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- G. All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- H. **SUBCONTRACTORS:** Grantees' certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- J. EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXXIII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXV. TERMINATION

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represent that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XLI. Legal Arizona Worker

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

XLII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:
Gila County Health Department
5515 S. Apache Avenue, Ste. 100
Globe, Arizona 85501

XLIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Gila County**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Tommie C. Martin, Chairman,
Board of Supervisors

Rhian Evans Allvin
Chief Executive Officer

Date

Date

Bryan Chambers, Chief Deputy
Gila County Attorney

Date

Grant Agreement Attachments & Exhibits

| | |
|--------------|--|
| Attachment A | Standard Agency Information Collection Form |
| Attachment B | Personnel Overview |
| Attachment C | Narrative Questions and Responses |
| Attachment D | Implementation Plan |
| Attachment E | Line Item Budget Form |
| Attachment F | Budget Narrative Explanation |
| Attachment G | Disclosure of Other Funding Sources |
| Attachment H | Financial Systems Survey |
| Attachment I | Data Collection Form |
| | |
| Exhibit A | Scope of Work Reference/Information |
| Exhibit B | Care Coordination/Medical Home Standards of Practice |
| Exhibit C | Developmental and Sensory Screening Standards of Practice |
| Exhibit D | First Things First Care Coordination/Medical Home Target Service Unit Information |
| Exhibit E | First Things First Developmental and Sensory Screening Target Service Unit Information |
| Exhibit F | Data Security Guidelines |

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable) Gila County Healthy Steps

Agency Gila County Division of Health and Emergency Services Contact Person Paula Horn

Address 5515 S. Apache Avenue, Suite 100 Position Deputy Director of Prevention Services

Address _____ Email phorn@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8813 x _____ Fax _____

County Gila Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Non Profit Private Organization Other

Have you previously conducted business with First Things First using this EIN? Y N
If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp

In which Congressional (Federal) District is your agency? Enter District # 1
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 8
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
\$5,500,000

What is your organization's fiscal year-end date? 06-30-2012

Accounting Method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Please provide contact information of the audit firm conducting your audit:

Agency Miller, Allen & CO., P.C.

Address 5333 N. 7th Street Phoenix, AZ 85014

Phone Number 602-264-3888

B. Proposed Program Information / Description:

Amount requested: \$155,000.00

Service area of proposed program: Gila County

Target population of proposed program: 200

Number of children to be served: 200

Number of children screened for developmental delays: 200

Please provide a BRIEF description of the proposed program in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

Gila County Healthy Steps Program enhances the relationship between the parents of an infant and their pediatrician, through the child's fifth year. The Healthy Steps Specialist will work with parents to connect them to services in the community, conduct developmental screenings on a regular basis, introduce and support early literacy activities through the provision of developmentally appropriate books to the child, and work to be sure that parent's questions are answered. Home visits will be conducted at birth and key developmental stages to support families raise healthy successful children. The program will implement the Ages and Stages On-Line Enterprise Screening including Parent Access to ensure that all children receive timely developmental and social emotional screen. The Gila County Healthy Steps Program will serve as the leader in implementing a region-wide developmental screening process that will allow children to receive timely screenings from their first contact with the early childhood system.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person Paula Horn

Position Deputy Director of Prevention Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email phorn@co.gila.az.us

Phone 928-402-8813 X Fax 928425-0794

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person Lauren Savaglio

Position Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email lsavaglio@gilacountyaz.gov

Phone 928-402-8811 x Fax 425-0794

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person Sarah Chavez

Position Accounting Clerk

Address 5515 S. Apache Avenue Suite 300

City, State, Zip Globe, AZ 85501

Email schavez@gilacountyaz.gov

Phone 928-402-4332 x Fax 928-425-0794

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person Lauren Savaglio

Position Program Manager

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Attachment B

PERSONNEL OVERVIEW

| STAFF MEMBER | BACKGROUND AND EXPERTISE OF PERSONNEL |
|---|--|
| Name: Title: FTE on this project: | Lauren Savaglio Program Manager .25 |
| Name: Title: FTE on this project: | Vacant Healthy Steps Coordinator 1 FTE |
| Name: Title: FTE on this project: | Vacant Healthy Steps Coordinator 1 FTE |
| Name: Title: FTE on this project: | Sarah Chavez Accounting Clerk .10 |
| Name: Title: FTE on this project: | |
| Name: Title: FTE on this project: | |

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

Attachment C

Narrative Questions and Responses

Narrative Responses Required

To complete your Application, provide a narrative response that addresses each of the items below.

Provide a description of the program being proposed.

Gila County Healthy Steps Program will implement the National Healthy Steps model to provide care coordination to children and their families. Services will be provided in Globe and Payson with a full time staff person in each city. The model implemented will be the Community Based program that collaborates with various partners in the community to provide services to children. Initial contacts will be made with many families in the hospital. Other families' first contact with the program may be from the Family Access Developmental Screening Program or their well child care providers referral. The program will partner with local hospitals, Payson Christian Clinic, Community Physicians, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. The program will provide the services as outlined in the National Healthy Steps model as well as meeting the components of the Scope of Work and Standards of practice included in this document. The program will provide home visits at birth and key developmental stages when appropriate to meet the needs of the families and their children. We have identified 200 as the number of children birth to five. The program will consist of a .25 Program Manager who will oversee the two full time program coordinators housed in Globe and Payson. The program will serve as the lead agency to implement the ASQ Enterprise and Family Access Program within the Healthy Steps Program. In addition the program will develop a plan to implement the Enterprise System region-wide through community partners that provide services to children birth to five. The goal of the program is to provide parent education, identification of delays and coordination of care for all children who reside in Gila County, and to assist with creating a medical home. Training for staff will utilize a combination of the National Healthy Steps training as well as on-going training and support of the Arizona Healthy Steps Program trainers. Intensive training will be provided during the first grant period to insure the success of the program and model fidelity.

Identify and describe the target population to be served by the proposed strategy, including:

- Unit of service will be 200 unduplicated children birth to five and their families in Gila County receiving ongoing Healthy Steps support.
- 200 children will receive ASQ and ASQ-SE developmental screening either through the Parent Access Program or screenings conducted by the Healthy Steps Specialist. The program will screen children at key developmental milestone with a target of 400 screens and appropriate follow-up.

How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

We plan to follow the Healthy Steps curriculum which has been proven to be evidence based as well as culturally competent, linguistically appropriate and gender responsive . Gila County provides training to all staff regarding cultural competency and currently has staff to assist with linguistic barriers.

Recruitment and outreach efforts, engagement and retention practices for the targeted population.

Healthy Steps curriculum and training will provide a multi-faceted approach to retention of clientele. Outreach will consist of working with agencies who service the same target population.

Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

The program will partner with local hospitals, Payson Christian Clinic, Community Physicans, Canyonlands Clinic as well as the County Immunization Clinic and the WIC Program. We plan to form a partnership with the home visitation program coordinator in Gila County to assist with meetings and capacity building. Training and technical assistance will be provide by the National and State Healthy Steps Program. The program will become an official Healthy Steps Site upon completion of the initial training.

Identify barriers to providing the service or program proposed and plans for addressing these barriers. Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

The barriers we believe may arise will be the participation from one of the hospitals in the area and marketing the program to let the community know about the services that will be available. The plan to address the above barriers will be to collaborate with existing staff currently working with the hospital. Outreach and marketing will be a priority in the initial stages of the program. The personnel required for the program will be compensated at a higher level which will entrust we will get a good selection of applicants in which to pick from.

Describe the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially.

We plan to capture the reporting requirements in an electronic data base which our County IT has password protected software in place to ensure confidentiality. The staff our familiar with reporting requirements of First Things First.

Describe the process of implementing the ASQ-3 online system within the community of health practitioners.

We plan to purchase the enterprise system and begin implementation upon completion of the Healthy Steps training. After the staff become super-users of the on-line system, we will attempt to collaborate with other programs to use the on-line system. Healthy Steps staff will be the technical support for the ASQ online system. The Developmental Screening Program set up will meet all of the requirements outlined in the scope of work including community collaboration and reporting to the Regional Council.

Attachment D

IMPLEMENTATION PLAN: October 1, 2012 – June 30, 2013

| Activities | Task | Person Responsible | Date Task Will Be Completed/Timeline | Support Documentation |
|----------------|---|--------------------------------------|--------------------------------------|--|
| Preparation | Recruit new employees for Healthy Steps Program Coordinator | HR/Program Manager/Deputy Director | 11/15/2012 | Job Description/Job filled/Resume of new staff |
| | Purchase office equipment | Program Manager | 11/15/12 | Purchase orders/receipts |
| | Purchase supplies | Program Coordinators | 12/01/12 | Receipts |
| Training | Schedule training with National Healthy Steps program | Program Manager | 10/31/12 | Training certificates |
| | On-on-one training with Healthy Steps consultant | Program Coordinators/Program Manager | On-going | Training logs |
| | ASQ-3 developmental assessment training | Program Manager/Program Coordinators | 12/01/12 | Certificate/performance |
| Outreach | Introduction letters to local agencies, physicians and healthcare providers. | Program Manager/Program Coordinators | 01/31/13 | Letters |
| | Utilize National Healthy Steps outreach education and information brochures/pamphlets/fact sheets. | Program Manager/Program Coordinators | 01/31/13 | Outreach materials |
| | ASQ-online system enterprise | Program Manager | 01/31/13 | On-line materials |
| Implementation | Home visits/hospital visits/in-office visits/social group settings to families in Gila County | Program Coordinators | On-going | Case files |
| | Collaboration with local pediatricians and family doctors that provide service to children birth to five. | Program Manager/Program Coordinators | On-going to build capacity | Meetings/contact information |
| | Provide education to parents on child development, literacy, parenting, and referral for other supporting resources | Program Manager/Program Coordinators | On-going | Case files |
| Follow-up | Appropriate referrals | Program Manager/Program Coordinators | At time of visit | Referral/case note |

| | | | | |
|---|--|--------------------------------------|--|--|
| | Review with physician to provide family with a team approach for healthy development of their child | Program Manager/Program Coordinators | On-going | Case note |
| | Developmental screening referrals | Program Coordinators | On-going | ASQ online system |
| Evaluation | Ensure all reports are provided to FTF in a timely manner. | Program Manager | On-going | Quarterly Reports |
| | | | | |
| | | | | |
| | Purchase and implement the ASQ-3 and ASQ-SE Online Enterprise system and parent access system. | Program Manager | October 31, 2012 | Financial Reports |
| | Set up the Parent access and Enterprise systems for use and train staff. | Program Manager/Program Coordinators | November 30, 2012 | Online system ready for use and children being screen. |
| | Collaborate with First Things First Staff and Gila Regional Council to convene community stakeholders to discuss expansion of the Enterprise system across the region. | Program Manager | November 1, 2012 | Sign in Sheets from meetings held |
| | Prepare a report for the Region Council on the pilot implementation of the on-line system and plan for expansion to community partners. | Program Manager/Program Coordinators | April 1, 2012 | Report submitted to First Things First |
| | Collaborate with First Things First to provide data from the Gila Enterprise System to the First Things First Hub | Program Manager/Program Coordinators | Approximately April 2012 or when the First Things First Hub is in place. | Case note |
| Outreach the parent access system with the community and provide follow-up for families entering into the developmental screening process through the system. | Program Coordinators | On-going | ASQ online system | |

Attachment E

Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: October 1, 2012 – June 30, 2013

| Budget Category | Line Item Description | Requested Funds | Total Cost |
|---|--|--|---------------------|
| PERSONNEL SERVICES | | Personnel Services Sub Total | \$62,125.00 |
| Salaries | Lauren Savaglio-Program Manager Vacant-Program Coordinator Vacant-Program Coordinator Sarah Chavez-Accounting Clerk | 7,583.34 26,250.00 26,250.00 2,041.66 | |
| EMPLOYEE RELATED EXPENSES | | Employee Related Expenses Sub Total | \$23,432.50 |
| Fringe Benefits or Other ERE | Lauren Savaglio-Program Manager Vacant-Program Coordinator Vacant-Program Coordinator | 2957.50 10237.50 10237.50 | |
| PROFESSIONAL AND OUTSIDE SERVICES | | Professional & Outside Services Sub Total | \$21,589.85 |
| Contracted Services | Healthy Steps ASQ Enterprise System | 20,000.00 1589.85 | |
| TRAVEL | | Travel Sub Total | \$11,340.60 |
| In-State Travel | Mileage x .445 Hotel 2X2 @ 100.00 Perdiem 2X2X4 | 5,108.60 400.00 200.00 | |
| Out of State Travel | Flight/taxi Hotel 2X4 Perdiem 4X3 | 2,200.00 2016.00 1416.00 | |
| AID TO ORGANIZATIONS OR INDIVIDUALS | | Aid to Organizations or Individuals Sub Total | \$ |
| Subgrants or Subcontracts to organizations/agencies/entities | | | |
| OTHER OPERATING EXPENSES | | Other Operating Expenses Sub Total | \$23,551.00 |
| <ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Rent/Occupancy • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives | 2 cell phones Payson office 3 staff members Payson office space n/a 2 staff members 2 laptop systems n/a including copy machine lease n/a Brazelton n/a n/a n/a literacy | 840.00 420.00 1091.00 4,200.00 0 6000.00 200.00 4000.00 0 800.00 800.00 0 900.00 0 0 0 2000.00 0 2300.00 | |
| NON-CAPITAL EQUIPMENT | | Non-Capital Sub Total | \$ |
| Equipment \$4,999 or less in value | | | |
| Subtotal Direct Program Costs: | | | \$ |
| ADMINISTRATIVE/INDIRECT COSTS | | Total Admin/Indirect | \$12961.05 |
| Indirect/Admin Costs | | \$12042.50 | \$ |
| Total | | \$ | \$155,000.00 |

Authorized signature _____ Date _____

Attachment F

Gila County Healthy Steps Program 9 Month Budget Narrative

Personnel

Lauren Savaglio is the Program Manager. She oversees all the Maternal and Child Health Programs and will be spending 25% of her time on the proposed program for the 9-month grant cycle to include attending program related meetings and training. She will provide assistance with purchasing, coordination and outreach of the program. The program manager will also be responsible for the quality assurance, staff supervision of the program. The manager's salary will total \$7,583.34.

The position of Program Coordinator will be hired at a full-time basis. There will be two Program Coordinators. They will be responsible for daily oversight of program implementation for the 9 month grant cycle. They will provide home visitation services, working with each of the families and providing developmental screenings and follow-up for participants. They will be responsible for outreach, media campaign and coordination with other agencies. The Program Coordinators salaries will total \$52,500.00.

Sarah Chavez is the accounting clerk. She will provide all the billing and fiscal management for the program. Each program who utilizes the clerk is responsible to pay \$3,500.00 to cover her salary, and benefits for the 9-month grant cycle the total will be 2,041.66. Grand total of personnel expenses will be \$62,125.00.

ERE/Fringe Benefits

The approved fringe benefits for all Gila County employees include: Arizona Retirement, Medicare, Social Security, Arizona Unemployment, Worker's Compensation, and health insurance. The program manager's portion will total \$2,957.50. The program coordinator's portion will total \$20,475.00. Grand total of fringe benefits will be \$23,432.50.

Professional and Outside Services

Gila County will be required to attend the Healthy Steps Training institute for our site the cost will be \$20,000.00. The ASQ online enterprise system is a one-time cost of \$499.95, a technical support cost of \$139.95, a Family Access fee of 349.95, an ASQ and an ASQ-SE license fee of \$400.00 and \$0.50 per screen over 100 (\$200 for 400 screens) to implement in Gila County. Total amount is \$1589.85

Travel Expenses

The program manager and two program coordinators will be required to attend one out of state training for Brazelton and the flight will be \$700.00, hotel \$168.00 a night for 4 nights, taxi fare of \$100.00 and per diem at \$59.00 per day for four days. The total out-of-state travel costs will be \$5,632.00. Staff will attend Gila Regional Partnership Council meetings every three months (200 miles 2 times) mileage .445 cents per mile for a total of \$178.00. Staff will be required to attend monthly staff meetings (180 miles each trip for 6 months) mileage .445 cents per mile for a total of \$480.60. Program travel for the manager and community health assistant is necessary in the successful implementation of the program including outreach, recruiting participants, coordination with local agencies and program implementation. We have estimated mileage to be 5000 miles at .445 per mile total \$4,450.00. Total mileage \$5,108.60. Per diem is estimated to provide \$25.00 per day for two staff for four days total \$200.00. Two night hotel stay for the program manager and community health assistant total \$400.00. Total travel expenses \$11,340.60.

Other Operating Expenses

The routine office operating expenses will consist of paper, envelopes, business cards, mailings, appointments and referral cards the total price will be \$1,091.00. Communication supplies will

consist of two cell phones prices at \$70.00 per month and internet services for the Payson office at \$70.00 per month. In Payson we will rent office space in the amount of \$700.00 per month. The first nine month contract we will need to purchase office furniture for two of the staff members including desk, chairs, locking filing cabinets, client chairs, kid zone furnishings, staplers, tape dispensers, label printers and other misc. in the amount of \$6,000.00. The program coordinators will need to purchase a laptop in the amount of \$4000.00. This is a new program and they will need advertising in local newspapers, flyers and referral cards for \$800.00. Each staff member will need to pay for coping expenses and a portion of the copy machine lease for each office for a total of \$800.00. The Brazelton Institute Training will cost \$300.00 for all three staff members to attend for a total of \$900.00. Program materials and incentives will include books, educational materials, and participation incentives in the amount of \$2,300.00. This results in a grand total of \$23,551.00.

Indirect costs

As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of \$12,961.05 per year. This reflects approximately 8% of direct expenses.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

Option A - Administrative Costs: *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request.*

Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

Option B - Federally Approved Indirect Costs: *If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. Applicants must provide a copy of their federally approved indirect cost rate agreement.*

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature _____ Date _____

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES*

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

| Type of Funding (Federal, State, local, other) | Received From | Amount | ✓ If used for match on this grant |
|---|---------------|--------|---|
| N/A | | 0 | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL: | | 0 | |

*This table should include only those funds that will support the program detailed in this Application.

Authorized Signature: _____ Date: _____

Job Title: Tommie C. Martin, Chairman Board of Supervisors

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Gila County Division of Health and Emergency Services

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing *funds* as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

| | |
|--|---|
| 1. Has your organization received a Federal or State Grant within the last two years? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter Findings and Questioned Costs. | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application. | <input type="radio"/> YES <input type="radio"/> NO |
| 4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL" | |
| 5. Has your organization been granted tax-exempt status by the Internal Revenue Service? | <input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A |
| 6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify: _____ | |
| 7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies? | <input checked="" type="radio"/> YES <input type="radio"/> NO |

B. FUNDS MANAGEMENT

| | |
|--|---|
| 1. Which of the following describes your organization's accounting system? | <input type="radio"/> Manual <input checked="" type="radio"/> Automated <input type="radio"/> Combination |
|--|---|

| | |
|---|--|
| 2. How frequently do you post to the General Ledger? | <input type="radio"/> Daily <input checked="" type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other |
| 3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government. | <input checked="" type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate |

C. INTERNAL CONTROLS

| | |
|---|--|
| 1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 3. Are all accounting entries and payments supported by source documentation? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 4. Are cash or in-kind matching funds supported by source documentation? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 5. Are employee time sheets supported by appropriately approved/signed documents? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award? | <input checked="" type="radio"/> YES <input type="radio"/> NO |

D. PROCUREMENT

| | |
|---|--|
| 1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 3. Does the organization complete some level of cost or price analysis for every major purchase? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 5. Does the organization maintain written procurement policies and procedures? | <input checked="" type="radio"/> YES <input type="radio"/> NO |

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Paula Horn

Job Title: Deputy Director of Prevention Services

Date: 08/14/12

Phone/Fax/Email: 928-402-8813/928-425-0794/phorn@co.gila.az.us

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment. Number of Attachments (please number each attachment): _____

COMMENTS:

Attachment I

Data Collection Form

| Performance Measure | Plan for Data Collection | Plan for Using the Data | Quality Assurance |
|---|--|---|---|
| Care Coordination/ Medical Home Number of children served/ proposed service number | Case files and electronic data base | Report to FTF | Program Manager will review number of children every quarter. |
| Number of written care plans completed | Case files and electronic data base | Report to FTF and the assist families | Review all care plans and make appropriate referrals |
| Number of families receiving referrals for health insurance enrollment | Demographic paperwork developed to obtain information on enrollment | Report to FTF and to assist families with enrollment | Review cases to ensure enrollment assistance is given to all families requesting assistance |
| Number of referrals for health and human service providers | ASQ online system will provide the follow-up indicators to assist the staff to refer based on the score of the developmental screen. | Report to FTF. Assist children with needed referrals | Review cases to ensure enrollment assistance is given to all families requesting assistance |
| Developmental & Sensory Screening Number of children screened for developmental delays/ proposed service number | Case files and ASQ online system will track children | Report to FTF. Long term tracking of children from various agencies at vital developmental stages. | Review ASQ online reports on a quarterly basis |
| | | | |

Exhibit A:

Scope of Work Reference/Information

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children five and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

What is the Funding Source?

First Things First provides for distribution of funding through both statewide and regional grants. Statewide programs are considered those implemented across regional boundaries and are designed to benefit Arizona's children as a whole. Regional funding is based on the approval of the Regional Partnership Council funding plans submitted to the FTF Board each year.

What is the Total Funding Amount Available in this Request for Grant Application?

This is a nine (9) month contract for the fiscal year ending June 30, 2013 with an option for renewal for two (2) additional twelve (12) month periods. Total funds available are approximately \$150,000 to fund the Healthy Steps- Care Coordination program for the first funding period. An additional \$5,000 is available to plan and implement an online Developmental Screening implementation pilot process during the first year as part of the Care Coordination Program. The total award for year one is \$155,000. First Things First reserves the right not to award the entire amount of available funds or to award an amount that is greater than the posted available funds. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds.

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the

family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate manner. An important component of a Care Coordination strategy is to insure children receive regular developmental screenings at six-month intervals. Developmental screening has been a practice used in multiple settings; however, integrating the information using an online web-based system from those settings into a common database is a relatively new option.

Regional Intent:

In 2010, Gila County ranked lowest in health outcomes in Arizona according to the County Health Rankings published by the Robert Wood Johnson Foundation report "Mobilizing Action Toward Community Health." While official reports show that approximately 12% of children in Gila County were uninsured, it is believed that this is significantly unreported and that many families are not accessing appropriate health care services for their young children. In the same year, 49% of all children ages 19-35 months had the recommended set of immunizations, while 96% of incoming kindergartners were fully immunized. Both facts illustrate a need for more coordinated care for this population.

Information from Gila County regional school districts reflects that many children are entering kindergarten with undiagnosed developmental delays, specifically in speech/language and social emotional domains. This phenomena creates a widely variety of readiness levels among many students in the region. In one school district, 67% of incoming pre-kindergarten children qualified for a special education pre-kindergarten program.

The Gila Regional Partnership Council feels strongly that children and families need access to coordination of services that will ensure universal preventive services are provided and have identified Care Coordination/Medical home as the mechanism to address this need.

The Gila Regional Partnership Council has also identified the need for parents to have more access to relevant and useful information about their children, as well as having someone available to answer their questions about child development, developmental concerns, discipline, well-baby visits (and getting the most out of them), nutrition, and other areas of development. The Gila Regional Partnership Council has identified the *Healthy Steps for Young Children National Model* as the mechanism to address these needs. Healthy Steps is a program model that is to be funded through the Regional Council's Care Coordination/Medical Home strategy, and through this Agreement. It will be implemented in either a community based or clinic-based model. Included in the Healthy Steps model is the possibility of doing short-term home visits with at risk families.

- The Clinic-Based Healthy Steps for Young Children program implemented through the County Health Department Clinics, faith based clinics and/or Federally Qualified Healthcare Clinic (FQHC) in the region by providing care coordination services to children and families who are served by the county public health or medical clinic practices.
- The Community-Based Healthy Steps for Young Children programs that brings together partners from the health community including the regions' birthing hospital, clinic-based programs, physician's offices or community-based programs, depending on which pediatrician the parents have selected and the desire of the parent to remain in the program.
- The Ages and Stages Questionnaire (ASQ) online developmental screening system **must be included** in the Healthy Steps model implementation during the first year.

The Gila Regional Council has identified the following needs within the region:

1. Improve parent awareness and knowledge of the community based health and social services that are available;
2. Increase the numbers of children who are accessing a medical home;
3. Improve the rates of toddlers who are fully immunized; and
4. Decrease the numbers of children who arrive at kindergarten with newly diagnosed developmental delays.

In addition, programs implemented under this care coordination strategy will support the connection between the family and their pediatrician or medical provider, will work to establish a pediatric medical home provide additional parental support and information. The Gila Regional Council intends to build an infrastructure of services that will be offered to all newborns and their families across the region, potentially reaching all children and their families.

The Gila Regional Council intends to fund a ***single administrative home*** that can provide Healthy Steps and the ASQ developmental screening administration in the Globe/Miami and Payson areas of the region. The Regional Council intends this strategy to be universally available for newborns, infants, toddlers, and preschoolers and their families with an emphasis on enrolling families of newborns.

Evidence based or best practice models of care coordination: There are a number of successful care coordination national models, which have demonstrated impressive health outcomes for children ages birth through five by offering high-risk families additional support to access health care and social services. Applicants are required by the Gila Regional Council to use the Healthy Steps National Model to provide care coordination services and the Ages and Stages Questionnaire (ASQ) online developmental screening tools and systems to be used for the trial implementation period.

Healthy Steps: The Healthy Steps Model has been implemented nationwide and has been proven to have positive outcomes for children and families. Specifically, the Healthy Steps program encourages using a medical home model within the pediatric medical field. The program has shown to have higher rates of child immunizations, higher rates of timely and appropriate

developmental screenings, as well as providing a medical environment that is supportive of parents as the experts on their child.

Programs implementing care coordination will:

- Assure that all program staff has the appropriate experience and education.
- Provide ongoing training and technical assistance to program staff to assure quality and fidelity to the Healthy Steps model. Successful applicants will be asked to identify the Healthy Steps Trainer that they plan to use with their program staff, to assure program fidelity to the model and to assure that staff has the necessary level of support that they need to be effective.
- Assure that all child and family information is handled in a confidential manner.
- Develop procedures for assuring confidentiality regarding the ASQ-3 Online system.
- Assure that appropriate consent is obtained for service delivery.
- Assure that the intake process assesses the strengths and needs of the child and family by utilizing standardized methods and procedures.
- Collaborate with local agencies/community partners.

Care Coordinators will be asked to accomplish the following:

1. Assist the practice to identify children with special healthcare needs, establish methods for tracking, and follow up of these children.
2. Conduct timely developmental and social emotion screening at six month intervals for all children enrolled using the online screening program.
3. Assist the practice to identify other children potentially in need of care coordination services.
4. Complete an intake assessment with full participation of the family. This assessment (including strengths and weaknesses) should consider medical status, developmental stage of the child and a variety of family protective factors such as parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and children's healthy social emotional development.
5. Work with families to develop a written plan of care. The intensity of care coordination should vary based upon identified needs/desires of the family.
6. Be able to, as appropriate, but not limited to:
 - a. Work with the office referral staff to identify service referral needs, ensure completion of referral visits and outcomes of those visits
 - b. Assist the family in following up with referrals
 - c. Educate families on the importance of making follow up visits
 - d. Assist in accessing health insurance as needed
 - e. Provide information regarding community resources and linkage to those services
 - f. Promote family independence by working to develop self-care skills
 - g. Support care transitions
 - h. Advocate for the family
7. Monitor the status of the care plan, making any necessary adjustments and communicating changes to the family.

8. Seek out feedback from families on the coordination processes and decisions of the providers serving the child.
9. Participate in quality/performance measurement processes related to the care coordination/medical home model.
10. Care Coordinators will NOT be responsible for performing medical procedures or treatments, giving medical advice, writing reports generally prepared by physicians or nurses and performing routine bookkeeping, clerical or billing functions.

Developmental Screening: The Gila Regional Partnership Council has also decided to use the Ages and Stages (ASQ) -3 online Enterprise Systems and the ASQ-Social and emotional (SE) online Enterprise system to be implemented as part of this grant. The ASQ developmental screening tools were selected by the Regional Council after reviewing the prevalence of current screening tools being used in the region and by other First Things First programs. The ASQ developmental screening tools are considered valid and reliable assessment and screening tools; and it is parent friendly.

ASQ Developmental Screening On-line System Pilot includes:

1. Purchase and implement the ASQ-3 and ASQ-SE online Enterprise Multi-site screening tool into the Healthy Steps – Care Coordination program.
2. Purchase, implement and integrate the Parent Access program to allow parents to complete the ASQ-3 and ASQ-SE online and conduct appropriate follow-up with families that use either the Parent Access Program or the paper version of the assessment tool.
3. Serve as program administrator for the enterprise system setting up appropriate policies and procedures to follow.
4. In Collaboration with First Things First Staff and the Gila Regional Partnership Council, convene community stakeholders groups to discuss expansion of the Enterprise to include other First Things First programs, schools, Head Start Programs, public and private medical clinics, Physician’s offices, Child Find, AzEIP and other locations where families access services in the Gila Region.
5. Within six months of the start of the Grant award, a report on the pilot implementation of the online screening process, including a plan for expanding the Enterprise system to multi sites including the community partners, is expected. Included in the report should be information required for further expansion including cost estimates.
6. Serve as ongoing Enterprise administrator of the Gila Enterprise system and coordinate with community partners and the FTF HUB to ensure the success of the program.
7. Review parent initiated developmental screenings from the on-line parent access screening tool, communicate results to parents and make appropriate referrals for follow-up. The Healthy Steps program should serve as the triage with the families by either offering enrollment into the program to families or referral to other First Things First or community programs as appropriate to the needs of the families.
8. All individuals conducting developmental screening will obtain and maintain certification and/ or required training on the ASQ-3, ASQ-SE and the on-line system implementation. Trainings must be approved by the instrument developer to provide training for the on-line version of the instruments.

The intent of the Regional Council is to fund the establishment of a region wide ASQ enterprise system that allows various programs that come in contact with children birth through five to use a common system that also connects to clinical practices electronically in the region. This aspect of program development is considered a pilot that includes a 4-6 month period of planning, training and ongoing evaluation of the process.

It is expected that the ASQ online screening and reporting system will be implemented within the **Healthy Steps** program connected with the care coordination strategy implementation. The location of the **Healthy Steps** program will purchase the ASQ online enterprise license with the funds allocated to this strategy. The remainder of the funds will be used to support ongoing community collaboration and to encourage other programs to participate in using the online ASQ tools. It is expected that after the initial implementation phase, the Enterprise system will be expanded to include other community programs that currently have ASQ licenses or that are expecting to purchase their own license. This is a capacity building and trial implementation to identify successes and challenges in implementing this system in the region.

The Gila Regional Council intends that the trial implementation period of planning and implementation will occur during the first year of the grant period. It is a trial period with the intent to link the Gila Developmental Screening Enterprise system into a centralized ASQ HUB program to allow de-identified data reporting on developmental screening and delays as a result of the trial program.

Description of strategy including Standards of Practice

Effective care coordination begins with recognizing the needs of families and the coordination between health providers and health systems. It is based upon the relationship between the family, the health care providers and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life. Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services.). Care coordinators enable medical practices to assure that their patients get the necessary services when and where they need it in a culturally and linguistically appropriate manner.

An important component of care coordination is a child having a medical home. The medical home represents a standard in primary care where children and their families receive the care they need from a family physician, pediatrician or other healthcare professional that they trust. Healthcare professionals in partnership with the family work with appropriate community resources and systems to achieve the child's maximum potential and optimal health. A medical home addresses well-child care, acute care, and chronic care for all children from birth through their transition to adulthood.

Operating Structure

The intent of the care coordination strategy is to:

- 1) Provide care coordination services as funded by First Things First Regional Councils
- 2) Adhere to Healthy Steps - care coordination evidence based models that lead to improved coordination of health services for children 0-5 years of age
- 3) Adhere to the care coordination models that lead to more children 0-5 having a medical home
- 4) Adhere to the Care Coordination and Developmental Screening Standards of Practice that is attached (Attachment A).
- 5) Offer services free of charge to families. Programs implemented under this strategy are offered free of charge to all families who are interested.

Families with young children often face challenges accessing or coordinating needed care. Families in crisis, such as those experiencing homelessness, domestic violence or with chronic health care needs, often need multiple family support and health services. Referrals to such services are often quite haphazard, and families and service providers often struggle to figure out how to “piece together” a disconnected array of health resources. Families and service providers often need advice and assistance in obtaining available services, navigating complex systems and bureaucracies, and coordinating care. It is also necessary to identify and remove barriers that jeopardize care coordination for young children and prevent some families from accessing health care services that are vital to their child’s overall well-being.

In order to address these issues and in collaboration with First Things First’s goal to build on current efforts to collaborate to improve children’s access to quality health care, and build on current efforts to increase the number of health care providers utilizing a medical home model.

First Things First School Readiness Indicators related to this strategy:

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- % of families who report they are competent and confident about their ability to support their child’s safety, health and well-being.

First Things First Goal Area to be Addressed:

- Health

Target Population to serve

The Regional Council targets newborns, infants, toddlers, and preschoolers and their families for these strategies. Initial focus will be on reaching 200 families accessing the Healthy Steps well-child care in community clinics and county health department services while concentrating

services to low or lower income families. Priority should be given to reaching children at birth or shortly after birth.

This program will also serve families that participate in the ASQ-3 screening process and follow up will be provided regarding this screening process. Target for Developmental Screening using the online system will be at least 250 children.

Geographic Area

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does *not* include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County. The implementation plan must include provision of services in the communities of Payson and Globe/Miami. Service provision to other locations in the region is optional.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grantee must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular regional collaboration meetings. Depending upon the strategy, there may be additional statewide meetings, which the Applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Applicants should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

Program Specific Data Collection and First Things First Evaluation

Successful Applicants agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategies described in this RFGA. In addition, ongoing evaluation of the ASQ implementation process should be reported in the narrative reports.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population)

proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Successful Applicants must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grantee will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

(The FTF data reporting requirements for this strategy can be found at <http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=62>)

Grantee is required to collaborate with any FTF external evaluation activities, which means the Grantee must collaborate with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Grantee agrees to allow FTF and evaluation consultants of FTF to observe program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- The targeted service units is 200 children birth to age five for care coordination and 250 children for the online developmental screening during the year.

For **Care Coordination/Medical Home**, the Unit of Service is:

- **Number of children served**

For **Developmental and Sensory Screening**, the Units of Service are:

- **Number of children screened for developmental delays**
- **Number of children receiving vision screening**
- **Number of children receiving hearing screening**

Performance Measures:

For **Care Coordination/Medical Home**, the performance measures are:

- Number of children served/ proposed service number
- Number of written care plans completed
- Number of families receiving referrals for health insurance enrollment
- Number of referrals for health and human service providers

For **Developmental & Sensory Screening**, the performance measures are:

Number of children screened for developmental delays/ proposed service number

(Note: Hearing and Vision screening are not a requirement of the developmental and sensory screening requirements of this grant. Hearing and vision may be a part of the care coordination program but are not required elements of the Developmental Screening component of this agreement)

For the quarterly narrative reports, the following information should be addressed: Description of the ASQ implementation into the Healthy Steps program should be reported. Challenges and successes in implementation should be addressed as well as solutions found. A separate report on the progress in implementation of the ASQ Enterprise On-line system must be submitted to the Gila Regional Director and the Gila Regional Council six months after the implementation of this agreement.

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

[For more information on the ASQ-3 and ASQ-SE online system please refer to the Brooks Publisher Website at:](#)

<http://www.brookespublishing.com/store/books/squires-asq/proenterprise.htm>

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>

Exhibit B:



FIRST THINGS FIRST

Ready for School. Set for Life.

Standards of Practice

Care Coordination/Medical Home

I. Description of Health Issue

Data shows that primary care physicians struggle to fulfill the care-coordination needs of children, youth, and families. The medical home model represents a standard of primary care where children and their families receive the care they need from a family physician, pediatrician or healthcare professional that they trust. Healthcare professionals in partnership with the family work with appropriate community resources and systems to achieve the child's maximum potential and optimal health. A medical home addresses well-child care, acute care, and chronic care for all children from birth through their transition to adulthood.

A medical home is a building block needed to ensure accessible, patient-centered, and coordinated primary care for children. The medical home model is an approach to providing primary care that is focused on the relationship between the patient and the personal clinician. Championed by the American Academy of Pediatrics, the medical home is broadly defined as primary care that is "accessible, continuous, comprehensive, family-centered, coordinated, compassionate, and culturally effective." A medical home does not refer to an actual physical place but to an approach to providing health care that assures that patients have access to care, that their care is well coordinated, and that they are engaged in their care, patient centered care.

An important component of a medical home is service coordination and case management to provide linkages for children and their families with appropriate services and resources in a coordinated effort to achieve good health. According to the Medical Home Practice-Based Care Coordination Workbook (McAllistar, Presler, Cooley); "It has been suggested that you cannot be a strong medical home without the capacity to link families with a designated care coordinator."

Effective care coordination begins with recognizing the relationship between the family, the health care provider and the care coordinator. It enhances access to needed services and resources, promotes optimal health and functioning of children, and supports improved quality of life.

Care is coordinated and/or integrated across all elements of the complex health care and social services systems (e.g., subspecialty care, hospitals, home health agencies, home visitation services) and the patient's community (e.g., family, schools, childcare, public and private community-based services). Care coordinators will enhance the abilities of the physician and practice to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner.

The non-profit health membership organization, National Quality Forum (NQF), has defined care coordination as a "function that helps ensure that the patient's needs and preferences for health services and information sharing across people, functions, and sites are met over time." In September 2010, NQF endorsed 10 performance measures and 24 preferred practices for care coordination. They can be found at:

http://www.qualityforum.org/projects/care_coordination.aspx

II. Implementation Standards

A. Programs implementing care coordination will:

1. Assure that all program staff has the appropriate experience and education.
2. Provide ongoing training to program staff to assure quality.
3. Assure that all patient and family information is handled in a confidential manner.
4. Assure that appropriate consent is obtained for service delivery.
5. Assure that the intake process assesses the strengths and needs of the child and family by utilizing standardized methods and procedures.
6. Collaborate with local agencies/community partners.

B. Individuals delivering care coordination services will:

1. Assist the practice to identify children with special healthcare needs and establish methods for tracking and follow up of these children.
2. Assist the practice to identify other children potentially in need of care coordination services.
3. Complete an intake assessment, with participation of the family. This assessment (including strengths and weaknesses) should consider medical status, developmental stage of the child and a variety of family protective factors such as parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need and children's healthy social emotional development.
4. Review that intake assessment with the family and identify needs that might be addressed via care coordination.
5. Work with families and health plan, if appropriate, to develop a written plan of care. The intensity of care coordination should vary based upon identified needs/desires of the family.
6. Be able to, as appropriate but not limited to:

- a. Work with the office referral staff to identify service referral needs, ensure completion of referral visits and outcomes of those visits
 - b. Assist the family in following up with referrals
 - c. Educate families on the importance of follow up
 - d. Facilitate access to care (insurance or social services)
 - e. Provide information regarding community resources and linkage to those services
 - f. Promote family independence by working to develop self-care skills
 - g. Lead or facilitate team conferences
 - h. Support care transitions
 - i. Advocate for the family
7. Monitor the status of the care plan, making any necessary adjustments and communicating changes to the family.
 8. Seek out feedback from families on the coordination processes and decisions of the providers serving the child.
 9. Participate in quality/performance measurement processes related to the care coordination/medical home model.

It is recommended that well child visits for children age 0-5 years follow the standards for well child visits based upon Early Periodic Screening Diagnostic and Treatment (EPSDT) guidelines. EPSDT funds well-child visits that provide comprehensive health care through primary prevention, early intervention, diagnosis and medically necessary treatment of physical and behavioral health problems for enrolled AHCCCS members less than 21 years of age. Standardized forms and guidelines for all EPSDT providers can be found at: <http://www.azahcccs.gov/shared/Downloads/MedicalPolicyManual/AppendixB.pdf>

Care Coordinators will NOT be responsible for performing medical procedures or treatments, giving medical advice, writing reports generally prepared by physicians or nurses and performing routine bookkeeping, clerical or billing functions.

III. Training and Qualifications Standards

Qualifications for a Care Coordinator include:

- Minimum of a Bachelor's Degree in health care, social work, nursing or related field and have experience working with children birth through five and their families.
- Have excellent communication and organizational skills that promote efficiency in care coordination.
- Have a comprehensive understanding of community, social and governmental resources available to support families.

IV. Cultural Competencies

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants’ effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
<http://www.naeyc.org/positionstatements/linguistic>
- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe’s/Nation’s cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe’s/Nation’s laws, policies and procedures. The effectiveness of services is directly related to the provider’s consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
 - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or

related to any early childhood development and health program or activities on the reservation.

- Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:

- Morbidity and mortality among children members of their communities
- Information regarding child safety and welfare
- Information regarding children in foster care
- Infectious and chronic disease information among members of their communities
- BMI and healthy weight information beginning at age 2 years and each year after that

V. References and Resources

Antonelli, R., Stille, C., and Freeman, L. Enhancing Collaboration Between Primary and Subspecialty Care Providers for Children and Youth With Special Health Care Needs, Georgetown University Center for Child and Human Development, Washington, DC, 2005.

Antonelli, R., McAllister, J.W., and Popp, J. (2009, May). Making Care Coordination a Critical Component of the Pediatric Health System: A Multidisciplinary Framework, The Commonwealth Fund.

Kurt, C., Stange, K.C., Nutting, P.A., Miller, W.L., Jaén, C.R., Crabtree, B.F., Flocke, S.A. and Gill, J.M. (2010). Defining and Measuring the Patient-Centered Medical Home. *J Gen Intern Med.* 2010 June; 25(6): 601–612. Published online 2010 May 14. doi: 10.1007/s11606-010-1291-3.

McAllister, J.W., Cooley, W.C, Presler, E., Medical Home Practice-Based Care Coordination: A workbook. Center for Medical Home Improvement (CMHI), Crotched Mountain Foundation and Rehabilitation Center; Greenfield, New Hampshire.

McCarthy, D., Nuzum, R., Mika, S. et al. (2008). The North Dakota Experience: Achieving High-Performance Health Care Through Rural Innovation and Cooperation. May 15, 2008 | Volume 93.

The Commonwealth Fund. Contact: dm@cmwf.org

<http://www.commonwealthfund.org/Publications/Fund-Reports/2008/May/The-North-Dakota-Experience--Achieving-High-Performance-Health-Care-Through-Rural-Innovation-and-Coo.aspx>

National Committee for Quality Assurance (NCQA) in 2011. Patient Centered Medical Home.

Found at: <http://www.ncqa.org/tabid/631/default.aspx>

National Quality Forum standards for Care Coordination; can be found at:

http://www.qualityforum.org/projects/care_coordination.aspx

Exhibit C:



FIRST THINGS FIRST

Ready for School. Set for Life.

Standards of Practice
Developmental and Sensory Screening
Administration Services

I. Description of Strategy Health Issue

As part of a comprehensive system of services to families, there is a need for additional services to screen and identify children who may have developmental delays or sensory (hearing, vision) problems. Many children who have spent time in a neonatal intensive care unit (NICU), and who may have had health problems when they were born, have a greater risk for developmental delays and require additional screening.

Many children with behavioral or developmental disabilities and sensory deficits miss important opportunities for early detection and intervention due to gaps in screening and availability of services. Delays in language development, other developmental areas or sensory deficits impact a child's ability to be ready for school. Less than 50% of these children are identified as having a problem before they start school and the opportunities for early intervention have been missed. The U.S. Department of Education regulates the early intervention program under Part C of the Individuals with Disabilities Education Act (IDEA). This program provides screening, evaluation and intervention services for infants and toddlers with developmental delays and disabilities and their families. Part C is administered by states that serves infants and toddlers through age 2 with developmental delays or who have diagnosed physical or mental conditions with high probabilities of resulting in developmental delays. However, many children are not Part C eligible initially and have delays that may not be identified.

Developmental screening administrative services funded by FTF are multi-tiered. They include community awareness programs to screen children for developmental delays, identification of children in child care centers with possible delays, and home visitation program staff who have identified children with possible delays. ***Screening for developmental delays or sensory deficits is not diagnostic and should not be represented as definitive.*** Screening leads to a referral for a diagnostic assessment by a child's health care providers to determine if there is an actual delay and to plan for treatment through state agencies (AzEIP, school districts, Children's Rehabilitative Services) or private organizations that provide these specific services.

Screening is comprehensive in that it includes a review of children’s development in the cognitive, communication, physical development, sensory deficits, social-emotional and adaptive domains. The results of the screening process can lead to further screening and diagnostic testing and early interventions.

There are a number of avenues that can facilitate basic screening and identification of children with potential developmental delays or sensory deficits:

- Quality First Child Care Health Consultants (CCHC)
- Home visitation programs staffed by nurses or trained staff – referrals to appropriate resources if screening cannot occur during home visit.
- Community based screening including mobile screening vans

Although developmental and sensory screening is merged together, awardees can be selected separately. The intent is to have screening be a more comprehensive effort.

I. Implementation Standards

All developmental or sensory screening administration includes the following standards:

Screening services should include the following:

- Discussion of concerns with parent and obtain parental consent for screening.
- Standard training for anyone who is conducting a screening on how to use screening instruments or equipment.
- Administration of age appropriate developmental screening instrument or age appropriate sensory testing equipment.
- Discussion of results of screening with parents.
- Plan for sequential screening if the child’s response indicates follow up rather than a referral (could have been an off day, sick child with marginal results).
- Make appropriate referrals to AzEIP, local schools, health care providers, behavioral health professionals, or other community resources for a diagnostic evaluation if results warrant.
- Follow up with families about the result of the referral process and findings. Determine if they obtained an additional screening and what the next steps are for the child.

Screening Locations:

- While screening can occur in wide variety of settings, screenings that are conducted in environments where families maintain ongoing connections (as part of a medical home or child care centers) are preferred. The administration of screening at such locations will facilitate the follow up process, and ensure that routine screenings occur at recommended intervals.
- Screenings should occur in a quiet, well-lighted, non-distracting environment.

- Screenings optimally should occur in settings that are closely aligned to a child’s natural environment (for example: where children typically are such as a home or child care center or other location with which the child has familiarity and is comfortable).

Developmental Screening Administration Standards:

Screening Tools

- Age appropriate and standardized screening tools and equipment should be used. Also, the most reliable and appropriate options for screening should be used to:
 - Ensure that the cognitive and motor skills being assessed appropriately match the age of the child.
 - Ensure that screening tools are comprehensive and assess children in all developmental domains: cognition, communication, physical, social-emotional, and adaptive.
- Developmental assessment instruments must have validity and a .80 reliability level.

Suggested developmental assessment tools for screening children birth-age three

- a. PEDS (Parents Evaluation of Developmental Status): resources found in Appendix
- b. Ages and Stages Questionnaires: link is in reference section, online screening can be considered
- c. Ages and Stages Questionnaire: Social Emotional Scale (this tool needs to be supplemented by another tool to ensure all areas of development are covered)

Conducting Screening

- Parent or guardian consent to screening is required before screening can occur.
- The parent is actively involved in the screening process.
- Screening must occur in the child and family’s primary language.
- Screenings should include additional confirmatory information (parent input, observations, etc.).
- A parent or other designated caretaker is present for all screening procedures conducted through home visitation or mobile screening activities.
- Parents receive written feedback from the screening as well as a written referral for additional screening and diagnostic services if necessary.

Sensory Screening Administration Standards

Screening Tools

- Screening instruments should be sensitive enough to identify problems, and specific enough to prevent unacceptable over-referrals.
- Screening tools should be designed to capture and hold a child’s interest at an age appropriate level while minimizing distraction from other stimuli.
- Screening tools used must be age appropriate, meeting the cognitive and motor skills required for participation.
- Screening tools should be designed to actively engage a young child, giving the tester the

opportunity to observe and interact with the child during the screening process.

- Screening tools must be free from bias and appropriate to the population on which they are used.

Conducting Screening

Hearing

- Hearing screening should be performed using age appropriate, standardized screening tools, equipment and/or assessments.
- Hearing screenings require a quiet environment with ambient noise levels on average of less than 50 dBSPL. Although the space requirement is minimal, it is important that the hearing screenings be conducted in a room separate from the rest of the screening.
- Audiometers, if used, should be equipped with a full headset (two earphones), while audiometers equipped with only one earphone utilizing a handled method should be avoided.
- Hearing screeners should have additional, child friendly manipulatives available to help elicit results beyond the use of hardware and charts.
- All devices to test hearing shall have periodic testing for accuracy and proper functioning and include any required certificates stating that these standards have been met.

Vision

- Vision screening would be performed using age appropriate, standardized screening tools and/or assessments.
- Vision screenings should be conducted in areas that have minimal distraction, are well lighted, and have space appropriate for the test being used.
- Vision screeners should have additional, child friendly manipulatives available to help elicit results beyond the use of hardware and charts.

II. Training and Qualifications Standards

Conducting developmental screening requires specific education and skills.

- Educational level: minimum of a bachelor's degree or certification in child development, nursing, early childhood education, child and family studies, or closely related field is required.
- All individuals conducting developmental screening will obtain and maintain certification and/ or required training on all of the chosen methods and tools used in screening activities and attend re-certification or additional training courses as required by the tool, the instrument developers, and as it is determined necessary through supervision.
- Personnel, who do not meet the required education level or are newly trained in developmental screening activities, may administer developmental screening under the direct supervision of an individual who does meet the training and qualifications standards until it can be documented that the person conducting screening can do so in a reliable manner. This level of supervision is above and beyond the regular supervision activities required in the First Things First Home Visitation or other Standards of Practice. The supervisor will participate with the home visitor or program specialist in conducting

screenings and review all completed screening instruments until the home visitor or program specialist is able to consistently conduct screening in a reliable manner. This can be documented in staff's personnel file and family files.

- Areas of knowledge and competencies must be demonstrated in:
 - a. Typical and atypical child development
 - b. Routines based interviewing practices (see <http://www.fpg.unc.edu/~inclusion/RBI.pdf>)
 - c. Objective child observation
 - d. Use of appropriate screening tools for young children
- Individuals conducting screening will participate in continuing education to remain current and update skills and knowledge regarding developmental screening procedures and child development to meet the requirements of this scope of work.

Conducting sensory screening requires specific education, equipment and skills.

- Educational level: minimum of a bachelor's degree or certification in hearing or vision screening as well as certification in the use of the equipment used for screening.
- All individuals conducting sensory screening will obtain and maintain certification and/ or required training on all of the chosen equipment and tools used in screening activities and attend re-certification or additional training courses as required and as it is determined necessary through supervision.
- Personnel, who do not meet the required education level or are newly trained in sensory screening activities, may administer screening under the direct supervision of an individual who does meet the training and qualifications standards until it can be documented that the person conducting screening can do so in a reliable manner.
 - a. This level of supervision is above and beyond the regular supervision activities required in the First Things First Home Visitation or other Standards of Practice. The supervisor will participate with the home visitor or program specialist in conducting screenings and review all completed abnormal or marginal screening results given to families.

III. Cultural Competencies

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants' effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National

Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe’s/Nation’s cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe’s/Nation’s laws, policies and procedures. The effectiveness of services is directly related to the provider’s consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
 - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
 - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:
 - Morbidity and mortality among children members of their communities
 - Information regarding child safety and welfare
 - Information regarding children in foster care
 - Infectious and chronic disease information among members of their communities

- BMI and healthy weight information beginning at age 2 years and each year after that

IV. References and Resources:

Ages and Stages Resources found at: <http://agesandstages.com/>

CDC Developmental Screening guidelines and tools found at:

<http://www.cdc.gov/ncbddd/child/devtool.htm> and

<http://www.cdc.gov/ncbddd/child/improve.htm>

Early developmental screening in early childhood systems: American Academy of Pediatrics and Healthy Child Care America and Child Care and Health Partnership (www.healthychildcare.org)

found at: <http://www.healthychildcare.org/pdf/DSECSreport.pdf>

First signs: Autism spectrum disorder resource found at: <http://www.firstsigns.org/>

Meisels, S.J., & Atkins-Burnett. S. (2005) 5th edition. Developmental Screening in Early Childhood: A Guide. download at: <http://www.naeyc.org/store/files/store/TOC/121.pdf>

Exhibit D:

**First Things First Target Units of Service Information
Care Coordination/Medical Home**

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Care Coordination/Medical Home**, the Unit of Service is:

Number of children served

Determining and Interpreting Target Service Numbers

Number of children served should reflect all children proposed to receive services for one grant contract period (in most cases, one year). This number should reflect a total headcount (aggregate) of children to receive services, including current caseload and potential enrollment within the contract period. Please note this may be a **duplicated** count since it is possible for a child to discontinue (disenroll) and re-enroll to receive services during the same grant contract period.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Care Coordination/Medical Home**, the performance measures are:

Number of children served/ proposed service number

Number of written care plans completed

Number of families receiving referrals for health insurance enrollment

Number of referrals for health and human service providers

Exhibit E:

First Things First Target Service Unit Information

Developmental and Sensory Screening

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Developmental and Sensory Screening**, the Units of Service are:

Number of children screened for developmental delays

Number of children receiving vision screening

Number of children receiving hearing screening

Determining and Interpreting Target Service Numbers

Number of children screened for developmental delays should reflect the total number of children receiving screening for developmental delays for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple developmental delay screenings within a contract period.

Number of children receiving vision screening should reflect the total number of children receiving vision screening for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple vision screenings within a contract period.

Number of children receiving hearing screening should reflect the total number of children receiving hearing screening for one grant contract period (in most cases, one year) and may be a **duplicated** count since one child may receive multiple hearing screenings within a contract period.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance

measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g. providing scholarships).

For **Developmental & Sensory Screening**, the performance measures are:

Number of children screened for developmental delays/ proposed service number
Number of children receiving vision screening / proposed service number
Number of children receiving hearing screening / proposed service number

Exhibit F:

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data

structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting

| | | | |
|--|--|----------------------|---|
| Meeting Date: | 09/18/2012 | | |
| Submitted For: | Barbara Valencia, WIA Department Program Manager | Submitted By: | Barbara Valencia, WIA Department Program Manager, Community Services Division |
| Department: | Community Services Division | Division: | WIA Department |
| Fiscal Year: | Program Year 2012 | Budgeted?: | Yes |
| Contract Dates Begin & End: | 5/1/2009 - 6/30/2014 | Grant?: | Yes |
| Matching Requirement?: | No | Fund?: | Renewal |

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement between Re-Employment Pre-Layoff Assistance Center (REPAC) and Gila County.

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, REPAC will be provided the necessary office space to perform work duties.

On June 26, 2009, the Board of Supervisors approved the original Intergovernmental Agreement between REPAC and Gila County for the period May 1, 2009, through June 30, 2014.

On July 27, 2010, the Board of Supervisors approved Amendment #1 which reflects an increase in square footage at the Pinal County Comprehensive One-Stop in Casa Grande.

Evaluation

REPAC will reimburse Gila County (dba Gila/Pinal Workforce Investment Board) for their share of the costs associated with co-locating at the Pinal County Comprehensive One-Stop Center as per breakdown in the Resource Sharing Agreement. Office workspace increased to 299 sq. ft. and common space to 551 sq. ft. Total annual cost is \$17,850.

Conclusion

Amendment No. 2 to the Intergovernmental Agreement between REPAC and Gila County to reflect an increase in office space square footage and common space square footage at the Pinal County Comprehensive One-Stop Center in Casa Grande. This reflects a change in the annual cost from \$15,876 to \$17,850.

Recommendation

It is recommended that the Gila County Board of Supervisors approve Amendment No. 2 to the Intergovernmental Agreement between REPAC and Gila County. REPAC's office space has increased from 249 sq. ft. to 299 sq. ft. and common area from 507 sq. ft. to 551 sq. ft. at the Pinal Comprehensive One-Stop Center in Casa Grande.

Suggested Motion

Approval of Amendment No. 2 to the Intergovernmental Agreement between Re-Employment Pre-Layoff Assistance Center (REPAC) and Gila County which will increase REPAC's annual cost from \$15,876 to \$17,850. REPAC's office space has increased from 249 sq. ft. to 299 sq. ft. and common area has increased from 507 sq. ft. to 551 sq. ft. at the Pinal County Comprehensive One-Stop Center in Casa Grande.

Attachments

Original REPAC Contract

Amendment No. 1

Amendment No. 2

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**RE-EMPLOYMENT PRE-LAYOFF ASSISTANCE CENTER
(REPAC)**

AND

**GILA COUNTY
(dba Gila/Pinal Workforce Investment Board)**

FOR

GILA/PINAL WORKFORCE INVESTMENT ONE-STOP CENTERS

CO-LOCATION – RESOURCE SHARING AGREEMENT

CONTRACT TERM

MAY 1, 2009 TO JUNE 30, 2014

AGREEMENT

This Agreement (Agreement) is between Re-Employment Pre-Layoff Assistance Center (hereafter collectively referred to as REPAC) and Gila County dba Gila/Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

WHEREAS REPAC is duly authorized to execute and administer contracts under A.R.S. §41-1954 (A) (1) (d); and

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. § 11-201; and

WHEREAS REPAC and Gila County are authorized by A.R.S. §11-952 *et seq.* to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE REPAC and Gila/Pinal WIB agree to abide by all the terms and conditions set forth in this Contract. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

FOR AND ON BEHALF OF REPAC

Diana Russell
Signature

Diana Russell
Printed Name

PROGRAM MANAGER
Title

5-19-09
Date

FOR AND ON BEHALF OF THE GILA COUNTY dba
GILA/PINAL WORKFORCE INVESTMENT BOARD

Shirley L. Dawson
Signature

Shirley L. Dawson
Printed Name

Chairman, Gila County Board of Supervisors
Title

6/16/09
Date

ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

APPROVED AS TO FORM

[Signature]
Chief Deputy County Attorney

5-22-2009
Date

1.0 PARTIES

- 1.1 This Agreement is between REPAC and Gila County dba Gila/Pinal Workforce Investment Board; hereinafter called "Gila/Pinal WIB".
- 1.2 In consideration of the mutual representations and obligations hereunder, REPAC and the Gila/Pinal WIB agree to abide by all the terms and conditions set forth herein.

2.0 TERM OF AGREEMENT

2.1 Term

The term of this Agreement shall have an effective date of May 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

2.2 Extension

This Agreement may be extended through a written amendment by mutual agreement of the parties.

2.3 Termination

- 2.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.
- 2.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 2.3.3 In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, which is earlier.
- 2.3.4 Either party may immediately terminate this Agreement if they determine that the health, welfare or safety of service recipient is endangered.
- 2.3.5 In the event of termination or suspension of the Agreement by either party, such termination or suspension shall not affect the obligation of both parties to indemnify each other and the State for any claim by any third party against the State or the terminating party arising from the other party's performance of this Agreement and for which the other party would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. §41-621, et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

3.0 DEFINITIONS

- 3.1 "Gila/Pinal WIB" means the party who is providing co-location space. In this instance the Gila/Pinal WIB is Gila County dba Gila-Pinal Workforce Investment Board.
- 3.2 "Gila-Pinal WIB Site Location" means the facility where the co-location of integrated program services will occur.
- 3.3 "Co/locator" means the party who is co-locating. In this instance the Co-locator is REPACr.
- 3.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

4.0 PURPOSE

- 4.1 The purpose of this Agreement is to implement the Memorandum of Understanding (MOU) and Resource Agreement attached hereto as Exhibit 1. These documents provide for funding arrangements between co-locator, a partner agency that is co-located in the Gila/Pinal Workforce Investment Area. This partnership allows for integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Gila and Pinal Counties in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

5.0 RESPONSIBILITIES

- 5.1 REPAC and Gila/Pinal WIB agree as follows:
- 5.2 The Gila/Pinal WIB shall provide REPAC with 249 net square feet of workspace at Casa Grande (Section 12.1 Occupancy Information) and shall provide the necessary common area needed for REPAC staff to perform work duties.
- 5.3 The Gila/Pinal WIB shall provide REPAC with 1170 net square feet of workspace at Globe (Section 12.1 Occupancy Information) and shall provide the necessary common area needed for REPAC staff to perform work duties.
- 5.4 REPAC will reimburse the Gila/Pinal WIB for usage of the workspaces and a percentage of the common areas used by REPAC staff at both locations on a monthly basis.

6.0 PAYMENT REQUIREMENTS

6.1 REPAC shall prepare and issue a payment by the thirtieth (30) day of the month provided that they are in receipt of an invoice from Gila/Pinal WIB. If no invoice has been received by the 15th of the month, REPAC will have 15 working days after receipt of said invoice to issue a payment. The payment shall be submitted to the address shown in Section 7.1.

7.0 NOTICES

7.1 All notices to the Gila/Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila/Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

7.2 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

| | | |
|-------------|------------------|--------------|
| Casa Grande | Marty Clay | 520-374-3001 |
| Globe | Barbara Valencia | 928-402-8657 |

7.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

7.5 All notices shall reference both of the contract numbers as indicated on the signature page of this Agreement.

8.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

8.1 REPAC shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. REPAC shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

8.2 REPAC and Gila/Pinal WIB shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

8.3 REPAC shall comply with the following:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 CANCELLATION FOR CONFLICT OF INTEREST

9.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to

any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Gila-Pinal WIB received written notice of the cancellation, unless the notice specifies a later time.

10.0 AMENDMENTS OR MODIFICATIONS

10.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

10.2 Exceptions

Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of the Gila-Pinal WIB which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

11.0 IT 508 COMPLIANCE

11.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

12.0 OCCUPANCY INFORMATION

12.1 Site Location

Location I – Casa Grande

Gila/Pinal Workforce Investment Board
1015 E. Florence Boulevard
Casa Grande, Arizona 85222

Location II - Globe

Gila/Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

12.2 Costs

REPAC will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the above locations (Section 18.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1. Casa Grande Location annual costs equals \$15,288. Globe Location annual costs equals 49,400.02..

12.3 Gila/Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

12.4 Gila/Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated and are part of REPAC's total monthly charges as agreed to in the RSA. REPAC will not be billed separately for these costs.

13.2 Voice Communications

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

13.3 Data Communications

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

14.0 OFFICE FURNITURE & EQUIPMENT

14.1 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

14.2 Equipment Supplies – Casa Grande and Globe

The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

14.3 Office Supplies – Casa Grande and Globe

Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

15.0 VETERANS' PRIORITY PROVISIONS

15.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETs/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

16.0 AMERICANS WITH DISABILITIES ACT

16.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

17.0 COMPLIANCE WITH CIVIL RIGHTS ACT

17.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

18.0 EXHIBITS

18.1 The following list of exhibits constitutes an integral part of subject Agreement:

18.1.1 Exhibit 1 - Resource Sharing Agreement for Location – Casa Grande and Globe

EXHIBIT I

RESOURCE SHARING AGREEMENT

**LOCATION - CASA GRANDE
1015 E. FLORENCE BOULEVARD
CASA GRANDE, AZ 85037**

**LOCATION - GLOBE
5515 S. APACHE, SUITE 200
GLOBE, ARIZONA 85501**

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **REPAC** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on May 1, 2009 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as Attachment 1 and 2 to this RSA. The following partner organization **REPAC** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Centers** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Gila County** has the lease on the building and **REPAC** makes monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and **WIB Staff** will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on May 1, 2009

Gila/Pinal Workforce Investment Board

**Re-Employment Pre-Layoff Assistance Center
(REPAC)
Local Workforce Investment Act Partner**

Tim Rango PHR
Signature

Diana Russell
Signature

Tim Rango PHR
Gila/Pinal Workforce Investment Chairman

Program Manager
Title

Gila/Pinal Workforce Investment Board
Agency/Organization Name

REPAC Consortium
Agency/Organization Name

5515 S. Apache Avenue, Suite 200
Address

5515 S. APACHE AVE, STE 200
Address

Globe, AZ 85501
City, State, Zip

GLOBE, AZ 85501
City, State, Zip

(928) 402-8657
Telephone Number

(928) 402-8655
Telephone Number

(928) 425-9468
Fax Number

(928) 425-9468
Fax Number

bvalencia@co.gila.az.us
Email Address

drussell@co.gila.az.us
Email Address

Casa Grande One-Stop Location

| Allocation Basis | Yrly Cost | Mthly Cost | RECAP | | WIB | | MANPOWER | | EMPLOY. SERVICES | | CAAG | | RE-EMPLOY SERVICES | |
|---------------------------|---------------|---------------|--------------|------|-------------|------|-------------|------|------------------|------|--------------|------|--------------------|------|
| | | | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % |
| Offices | \$ 39,921.00 | \$ 3,326.75 | \$ 435.75 | 1.1% | \$ 183.75 | 0.5% | \$ 280.00 | 0.7% | \$ 1,006.25 | 2.5% | \$ 735.00 | 1.8% | \$ 336.00 | 0.8% |
| Common Areas | \$ 76,818.00 | \$ 6,401.50 | \$ 838.25 | 1.1% | \$ 355.25 | 0.5% | \$ 539.00 | 0.7% | \$ 1,935.50 | 2.5% | \$ 1,414.00 | 1.8% | \$ 645.75 | 0.8% |
| TOTAL MONTHLY COST | | | \$ 1,274.00 | | \$ 539.00 | | \$ 819.00 | | \$ 2,941.75 | | \$ 2,149.00 | | \$ 981.75 | |
| ANNUAL COSTS | \$ 116,739.00 | \$ 116,739.00 | \$ 15,288.00 | | \$ 6,468.00 | | \$ 9,828.00 | | \$ 35,301.00 | | \$ 25,788.00 | | \$ 11,781.00 | |

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
 TOTAL OFFICE SQ FEET 1901
 COMMON AREA 3658

COMMON AREAS ONE-STOP

| | | | | | | | | | | | | | | |
|--------------------------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| RESOURCE ROOM | 906 | | | | | | | | | | | | | |
| INTERVIEW ROOM | 125 | | | | | | | | | | | | | |
| INTERVIEW/TESTING | 147 | | | | | | | | | | | | | |
| TESTING | 100 | | | | | | | | | | | | | |
| ONE-STOP SERVER | 45 | | | | | | | | | | | | | |
| UNISEX BATHROOM | 71 | | | | | | | | | | | | | |
| CONFERENCE ROOM | 233 | | | | | | | | | | | | | |
| RECEPTION | 114 | | | | | | | | | | | | | |
| HALLWAYS | 1004 | | | | | | | | | | | | | |
| TOTAL COMMON AREA | 2745 | | | | | | | | | | | | | |

| | CAAG | WIB | RECAP | MANPOWER | EMP SER | RE-EMPLOY | VOC REHAB | TOTAL | DEDICATED SQ FT | % DED SQ FT | C. AREA SQ FT |
|--|------|-----|-------|----------|---------|-----------|-----------|-------|-----------------|-------------|---------------|
| | 420 | 105 | 249 | 160 | 575 | 192 | 200 | 1901 | 420 | 22% | 808 |
| | | | | | | | | | 105 | 6% | 203 |
| | | | | | | | | | 249 | 13% | 479 |
| | | | | | | | | | 160 | 8% | 308 |
| | | | | | | | | | 575 | 30% | 1106 |
| | | | | | | | | | 192 | 10% | 369 |
| | | | | | | | | | 200 | 11% | 385 |
| | | | | | | | | | 1901 | 100% | 3658 |

CAC AND ONE-STOP

| | |
|--------------------------|-------------|
| RECEPTION | 631 |
| CAC SERVER | 45 |
| RESTROOM | 252 |
| BREAK ROOM | 284 |
| HALLWAY | 381 |
| RESTROOM | 253 |
| TOTAL COMMON AREA | 1826 |

TOTAL CAC & ONE-STOP

COMMON AREA 913

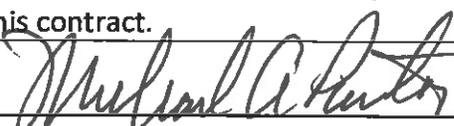
TOTAL ONE-STOP CA

TOTAL ONE-STOP & CAC 2745

TOTAL COMMON AREA

3658

**RESOURCE AGREEMENT AMENDMENT
BETWEEN
GILA COUNTY AND RE-EMPLOYMENT ASSISTANCE CENTER**

| |
|--|
| 1. CONTRACTOR: Re-Employment Pre-Layoff Assistance Center (REPAC) 5515 S. Apache Avenue, Suite 200 Globe, Arizona 85501 |
| 2. Amendment Number: #1 |
| 3. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT: This amendment reflects an increase in square footage at the Pinal County Comprehensive One-Stop in Casa Grande. |
| 4. CHANGE: Date: Beginning July 1, 2010 Common area increased from 479 sq. ft. to 507 sq. ft. Total square feet: Office 249sq. ft. + Common Area 507 sq. ft = 756 sq. ft. Shared Costs: increased from \$1,274 per month to \$1,323 per month. See Attached Identification of Shared Costs spreadsheets. |
| 5. Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract. |
| 6. GILA COUNTY: <u></u> Date: <u>7/27/10</u> Chairman, Gila County Board of Supervisors |
| 7. CONTRACTOR: <u></u> Date: <u>6-1-10</u> Re-Employment Pre-Layoff Assistance Center |
| 8. APPROVED AS TO FORM: <u></u> Date: <u>7 12 2010</u> for Gila County Attorney |

Casa Grande One-Stop Location

REPAC WIB MANPOWER EMPLOY. SERVICES PATHWAYS CAAG RE-EMPLOY SERVICES

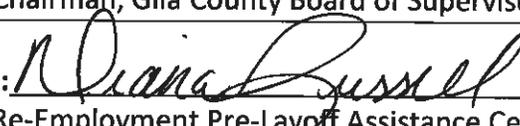
| Allocation Basis | Yrly Cost | Mthly Cost | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount |
|---------------------------|--------------|--------------|-------------|------------|------------|-------------|-------------|-------------|------------|--------------|
| Offices | \$ 38,430.00 | \$ 3,202.50 | \$ 4,35.75 | \$ 183.75 | \$ 168.00 | \$ 1,106.00 | \$ 350.00 | \$ 735.00 | \$ 224.00 | \$ 3,202.50 |
| Common Areas | \$ 78,309.00 | \$ 6,525.75 | \$ 887.25 | \$ 372.75 | \$ 343.00 | \$ 2,254.00 | \$ 714.00 | \$ 1,498.00 | \$ 456.75 | \$ 6,525.75 |
| TOTAL MONTHLY COST | | \$ 9,728.25 | \$ 1,323.00 | \$ 556.50 | \$ 511.00 | \$ 3,360.00 | \$ 1,064.00 | \$ 2,233.00 | \$ 680.75 | \$ 9,728.25 |
| ANNUAL COSTS | \$116,739.00 | \$116,739.00 | \$15,876.00 | \$6,678.00 | \$6,132.00 | \$40,320.00 | \$12,768.00 | \$26,796.00 | \$8,169.00 | \$116,739.00 |

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
 TOTAL OFFICE SQ FEET 1830
 COMMON AREA 3729

| | CAAG | WIB | RECAP | MANPOWER | EMP SER | RE-EMPLOY | PATHWAYS | TOTAL | DEDICATED SQ FT | % DED SQ FT | C. AREA SQ FT |
|---|------|------|-------|----------|---------|-----------|----------|-------|-----------------|-------------|---------------|
| COMMON AREAS ONE-STOP | | | | | | | | | | | |
| RESOURCE ROOM | | 906 | | | | | | | 420 | 23% | 856 |
| INTERVIEW ROOM | | 125 | | | | | | | 105 | 6% | 213 |
| INTERVIEW/TESTING | | 147 | | | | | | | 249 | 14% | 507 |
| TESTING | | 100 | | | | | | | 96 | 5% | 196 |
| ONE-STOP SERVER | | 45 | | | | | | | 632 | 35% | 1288 |
| UNISEX BATHROOM | | 71 | | | | | | | 128 | 7% | 261 |
| CONFERENCE ROOM | | 233 | | | | | | | 200 | 11% | 408 |
| RECEPTION | | 114 | | | | | | | 1830 | 100% | 3729 |
| HALLWAYS | | 1004 | | | | | | | | | |
| STORAGE ROOM | | 71 | | | | | | | | | |
| TOTAL COMMON AREA | | 2816 | | | | | | | | | |
| CAC AND ONE-STOP | | | | | | | | | | | |
| RECEPTION | | 631 | | | | | | | | | |
| CAC SERVER | | 45 | | | | | | | | | |
| RESTROOM | | 252 | | | | | | | | | |
| BREAK ROOM | | 284 | | | | | | | | | |
| HALLWAY | | 381 | | | | | | | | | |
| RESTROOM | | 253 | | | | | | | | | |
| TOTAL COMMON AREA | | 1826 | | | | | | | | | |
| TOTAL CAC & ONE-STOP COMMON AREA | | 913 | | | | | | | | | |
| TOTAL ONE-STOP CA | | 2816 | | | | | | | | | |
| TOTAL ONE-STOP & CAC | | 913 | | | | | | | | | |
| TOTAL COMMON AREA | | 3729 | | | | | | | | | |

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY AND RE-EMPLOYMENT ASSISTANCE CENTER**

| | |
|-----------|--|
| 1. | CONTRACTOR: Re-Employment Pre-Layoff Assistance Center (REPAC) 5515 S. Apache Avenue, Suite 200 Globe, Arizona 85501 |
| 2. | Amendment Number: #2 |
| 3. | THE PARTIES AGREE TO THE FOLLOWING AMENDMENT: This amendment reflects an increase in square footage at the Pinal County Comprehensive One-Stop in Casa Grande. |
| 4. | Effective Date 8/1/2012 CHANGE FROM: AMENDMENT NO. 1 Increased of Common Area – from 479 sq. ft. to 507 sq. ft. Increased from \$1,274.00 to \$1,323.00 per month CHANGE TO: Increase office area – from 249 sq. ft. to 299 sq. feet Increase common area – from 507 sq. ft. to 551 sq. ft. Increase from \$1,323.00 to \$1,487.50 per month REPAC will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the cost associated with co-locating at the Pinal County Comprehensive One-Stop in Casa Grande as per breakdown in the Resource Sharing Agreement – Identification of Shared Costs. Office workspace provided is 299 sq. feet and 551 sq. feet of common space needed to perform work duties. Total annual costs is \$17,850.00 |
| 5. | Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract. |
| 6. | GILA COUNTY: _____ Date: _____ Chairman, Gila County Board of Supervisors |
| 7. | CONTRACTOR:  Date: 8/21/12 Re-Employment Pre-Layoff Assistance Center |
| 8. | APPROVED AS TO FORM: _____ Date: _____ Gila County Attorney |

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs**

| DESCRIPTION: | CAAG | WIB | REPAC | MANPOWER | ADES | PPEP | TOTAL |
|------------------|------|-----|--------|----------|--------|------|---------|
| OFFICE SQUARE FT | 120 | 105 | 100 | 96 | 120 | 64 | 605 |
| OFFICE SQUARE FT | 100 | 75 | 74 | | 64 | | 313 |
| OFFICE SQUARE FT | | 100 | 125 | | 64 | | 289 |
| OFFICE SQUARE FT | | 100 | | | 64 | | 164 |
| OFFICE SQUARE FT | | 100 | | | 64 | | 164 |
| OFFICE SQUARE FT | | | | | 64 | | 64 |
| OFFICE SQUARE FT | | | | | 64 | | 64 |
| OFFICE SQUARE FT | | | | | 64 | | 64 |
| OFFICE SQUARE FT | | | | | 64 | | 64 |
| OFFICE SQUARE FT | | | | | 64 | | 64 |
| OFFICE SQUARE FT | | | | | 100 | | 100 |
| TOTAL: | 220 | 480 | 299.00 | 96.00 | 796.00 | 64 | 1955.00 |

| DEPARTMENT NAME: | CAAG | WIB | REPAC | MANPOWER | ADES | PPEP | TOTAL |
|-----------------------|-------------|-------------|-------------|------------|-------------|------------|--------------|
| COMMON AREAS | 406.00 | 885.00 | 551.00 | 177.00 | 1467.00 | 118.00 | 3604 |
| OFFICES | 220.0 | 480.00 | 299.00 | 96.00 | 796.0 | 64.00 | 1955 |
| \$ per square footage | \$ 21.00 | \$ 21.00 | \$ 21.00 | \$ 21.00 | \$ 21.00 | \$ 21.00 | |
| TOTAL SQ FOOTAGE | 626.0 | 1365.0 | 850.0 | 273.0 | 2263.0 | 182.0 | |
| YEARLY COST | \$13,146.00 | \$28,665.00 | \$17,850.00 | \$5,733.00 | \$47,523.00 | \$3,822.00 | \$116,739.00 |
| MONTHLY COST | \$1,095.50 | \$2,388.75 | \$1,487.50 | \$477.75 | \$3,960.25 | \$318.50 | \$9,728.25 |

Casa Grande One-Stop Location

| Allocation Basis | Yrly Cost | Mthly Cost | REPAC | | WIB | | MANPOWER | | ADES | | PPEP | | CAAG | |
|---------------------------|---------------------|---------------------|--------------------|--------------------|-------------------|--------------------|-------------------|--------------------|---------------------|--------|--------|--------|--------|-------------|
| | | | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount |
| Offices | \$ 41,055.00 | \$ 3,421.25 | \$523.25 | \$ 840.00 | \$ 168.00 | \$ 1,393.00 | \$ 112.00 | \$ 385.00 | \$ 3,421.25 | \$ - | \$ - | \$ - | \$ - | \$ 3,421.25 |
| Common Areas | \$ 75,684.00 | \$ 6,307.00 | \$ 964.25 | \$ 1,548.75 | \$ 309.75 | \$ 2,567.25 | \$ 206.50 | \$ 710.50 | \$ 6,307.00 | \$ - | \$ - | \$ - | \$ - | \$ 6,307.00 |
| TOTAL MONTHLY COST | | | | | | | | | | | | | | |
| ANNUAL COSTS | \$116,739.00 | \$116,739.00 | \$17,850.00 | \$28,665.00 | \$5,733.00 | \$47,523.00 | \$3,822.00 | \$13,146.00 | \$116,739.00 | | | | | |

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET **5559**
 TOTAL OFFICE SQ FEET **1955**
 COMMON AREA **3604**

| COMMON AREAS ONE-STOP | DEDICATED SQ FT | % DED SQ FT | C. AREA SQ FT |
|--------------------------|--------------------|----------------|------------------|
| RESOURCE ROOM | 220 | 11% | 406 |
| INTERVIEW ROOM | 480 | 25% | 885 |
| BREAKROOM | 299 | 15% | 551 |
| ONE-STOP SERVER | 96 | 5% | 177 |
| UNISEX BATHROOM | 796 | 41% | 1467 |
| CONFERENCE ROOM | 64 | 3% | 118 |
| RECEPTION | 1955 | 100% | 3604 |
| HALLWAYS | | | |
| STORAGE ROOM | | | |
| TOTAL COMMON AREA | | | |

CAC AND ONE-STOP

| | |
|--------------------------|-------------|
| RECEPTION | 631 |
| CAC SERVER | 45 |
| RESTROOM | 252 |
| BREAK ROOM | 264 |
| HALLWAY | 381 |
| RESTROOM | 253 |
| TOTAL COMMON AREA | 1826 |

**TOTAL CAC & ONE-STOP
COMMON AREA** **913**

TOTAL ONE-STOP CA **2691**
TOTAL ONE-STOP & CAC **913**
TOTAL COMMON AREA **3604**



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1447

Consent Agenda Item 3- B

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Joseph Heatherly, Finance Director

Department: Finance Department

Fiscal Year: FY 2012-2013 Budgeted?: Yes

Contract Dates June 26, 2012 to Grant?: No

Begin & End: June 25, 2013

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract No. 040112-1 with Western States Petroleum for Bulk Fuel & Lubricants

Background Information

Effective June 26, 2012, Gila County and Western States Petroleum entered into a contract whereby the contractor agreed to provide bulk fuel and lubricants to Gila County for a one-year term.

Evaluation

Currently the Fleet/Fuel Department uses the 15/40 crankcase lubricant in county vehicles. It has been found that the 15/40, which is a thicker lubricant, will not allow vehicles newer than 2010, with dual overhead cams, to perform properly. The cam shaft cannot pick up the reading when using the thicker lubricant.

The Fleet/Fuel Department would like to start using the 5/20 crankcase semi-synthetic lubricant in the newer vehicles. The 5/20 is a thinner lubricant and will allow the cam shaft sensor in the newer vehicles to run at their full potential.

Conclusion

Amendment No. 1 to the contract will add the 5/20 crankcase semi-synthetic lubricant at a price of \$8.41 per gallon. The estimated required amount for the term of the contract will be 1,375 gallons.

All terms and conditions of the original contract shall remain the same and in full force and effect for the term of the contract.

Recommendation

The Finance Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 040112-1 with Western States Petroleum and add 5/20 crankcase semi-synthetic lubricant to the contract for county use.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 040112-1 between Gila County and Western States Petroleum for bulk fuel and lubricants to add 5/20 crankcase semi-synthetic lubricant to the contract at a cost of \$8.41 per gallon.

Attachments

Amendment #1 to Contract 040112-1 Western States Petroleum

Contract 040112-1 Western States Petroleum

Legal Explanation



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT NO. 040112-1 BULK FUEL AND LUBRICANTS

Effective June 26, 2012, Gila County and Western States Petroleum entered into a contract whereby Western States Petroleum agreed to provide Bulk Fuel and Lubricants to Gila County for a term of 12 months ending June 25, 2013.

Currently the Fleet/Fuel Department uses the 15/40 crankcase lubricant in county vehicles. It has been found that the 15/40, which is a thicker lubricant, will not allow vehicles newer than 2010 with dual overhead cams to perform properly. The cam shaft sensor cannot pick up the reading when using the thicker lubricant. The 5/20 crankcase semi-synthetic lubricant is thinner and will allow the cam shaft sensor in the newer vehicles the ability to run at their full potential.

Amendment No. 1 to the contact will add the 5/20 crankcase semi-synthetic lubricant to the contract at a price of \$8.41 per gallon. The estimated required amount for the term of the contract will be 1,375 gallons at a cost of \$11,563.75.

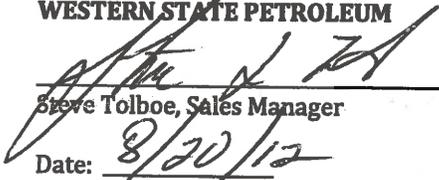
All other terms and conditions of the original contract shall remain the same and in full effect for the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of amendment no. 1 to contract 040112-1, each which shall include original signatures and for all purposes be deemed a original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2012.

GILA COUNTY

Tommie C. Martin, Chairman

WESTERN STATE PETROLEUM



Steve Tolboe, Sales Manager

Date: 8/20/12

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
040112-1
BULK FUEL AND LUBRICANTS**

| Content | Page |
|--|-------------------|
| Solicitation..... | 1 |
| Section 1: Specifications..... | 2 |
| Section 2: General Terms & Conditions..... | 6 |
| Section 3: Special Terms & Conditions..... | 11 |
| Section 4: Instructions to Submitters..... | 17 |
| Contract Forms:..... | Attachments "A-I" |



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
040112-1

BID DUE DATE: May 18, 2012 **TIME:** 3:00 PM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Board Conference Room #257
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

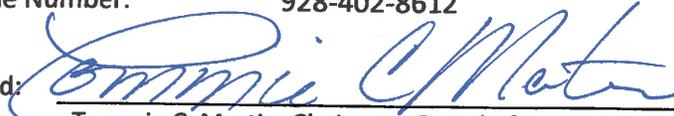
Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

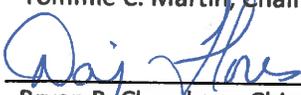
The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: May 2 and May 9, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

Signed:  Date: 5 1 1 1 1 2
Tommie C. Martin, Chairman, Board of Supervisors

Signed:  Date: 5 1 2 1 1 2
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 040112-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of this Invitation for Bids to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. Product Specifications***Gasoline & Oxygenated Fuels***

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

SOLICITATION NO. 040112-1***Tank Location and Fuel Usage***

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

| Fuel Tank Location | Unleaded Tank (gallons) | Diesel Tank (gallons) | Usage for 2011-2012 | | Estimated Usage for 2012-2013 | |
|--|-------------------------|-----------------------|---------------------|--------|-------------------------------|--------|
| | | | Unleaded | Diesel | Unleaded | Diesel |
| Globe Shop 1001 Besich Blvd. Globe, Arizona 85501 | 10,000 | 10,000 | 0 | 0 | 107,400 | 35,000 |
| Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541 | 4,000 | 6,000 | 60,400 | 42,800 | 65,000 | 43,000 |
| Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553 | 3,000 | 3,000 | 20,266 | 12,867 | 18,500 | 13,000 |
| Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554 | 2,000 | 4,000 | 4,940 | 8,710 | 5,000 | 8,800 |
| Courthouse 1400 E. Ash St., Globe, Arizona 85501 | 5,000 | --- | 214,800 | 30,000 | 107,400 | 0 |

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- Crankcase 15/40
- Crankcase Synthetic 5/20
- HT4-30 & HT4-50
- Gear Lube 80W – 90W multipurpose
- Hydraulic AW68
- ATF (Dexron 3)
- HTR/HYD 560
- Antifreeze

Non-Metered Products:

- Moly 7%
- Grease
- Solvent

SOLICITATION NO. 040112-1

| LUBRICANT ESTIMATED USAGE 2012 | |
|---------------------------------------|----------------|
| Metered Products | Gallons |
| Crankcase Lubricants (15/40) | 400 |
| Crankcase Synthetic (5/20) | 1,375 |
| HT 4-30 | 300 |
| HT 4-50 | 440 |
| Gear Lube 80W-90W | 110 |
| ATF (Dexron 3) | 110 |
| HTR/HYD 560 | 534 |
| Antifreeze LLC Extended Life (Pink) | 55 |
| Antifreeze Standard (Green) | 110 |
| Non-Metered Products | |
| Moly 7% Moly Chassis Lub | 800 |
| Solvent | 55 |

3. **Bulk Fuel Delivery Ticket**

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, item 5, invoicing.

4. **Equipment**

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

5. **Contractor Responsibility Concerning Fuel**

- Upon delivery, pump all fuels from containers into the using agency's storage tanks.
- Supply necessary pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.
- Ensure delivery of correct quantities ordered. Any delivery of excess of actual quantities ordered shall be refused.
- Responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.
- Responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.
- Immediately report any spillage to the using agency.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 040112-1

6. County Responsibility Concerning Fuel

- Ensure access to the fuel locations during normal business hours.
- Make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets.
- The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

SOLICITATION NO. 040112-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 040112-1**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor; their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

SOLICITATION NO. 040112-1**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30) days** written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

SOLICITATION NO. 040112-1

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. **State and Local Transaction Privilege Taxes:** The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 040112-1**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SOLICITATION NO. 040112-1**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 040112-1**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Definitions

- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. Price Proposal

The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

The choice of O.P.I.S. rack (Arizona) to be used as the contract pricing basis is to be identified on each line item and shall remain consistent for the life of the contract.

- **REGIONS:** Supplier must service all locations listed in the proposal.
 - Copper Region: Globe, Tonto Basin, Roosevelt
 - Timber Region: Payson, Young

SOLICITATION NO. 040112-1

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in item no. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

14. Delivery

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

SOLICITATION NO. 040112-1

16. **Multiple Award**
The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.
17. **Vendor Registration**
Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.
18. **Contract Administration**
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.
19. **Indemnification**
The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.
20. **Insurance Requirements**
The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

SOLICITATION NO. 040112-1**A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:****1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

| | |
|---|-------------|
| ▪ General Aggregate | \$2,000,000 |
| ▪ Products – Completed Operations Aggregate | \$1,000,000 |
| ▪ Personal and Advertising Injury | \$1,000,000 |
| ▪ Each Occurrence | \$1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. Policy shall contain a waiver of subrogation against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

SOLICITATION NO. 040112-1

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. **Licenses, Permits, Certifications, Fees**

Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

SOLICITATION NO. 040112-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 040112-1

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results **ARE NOT** provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be on hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract**Submittal Bid Format**

It is requested that One (1) Original and One (1) Copy (2 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

SOLICITATION NO. 040112-1

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
 3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 040112-1

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of Two (2) copies, all with original signatures* shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "040112-1", Date "MAY 18, 2012", and Time "3:00 PM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 040112-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 07 168188-J

Federal Employer Identification

No.: 86-0295160

For clarification of this offer, contact:

STEVE TOUBOE

Printed Name

WESTERN STATES PETROLEUM INC.

Offeror's (Company) Name

STEVE@WESTERNSTATESPETROLEUM.COM

Email Address

450 SO 15TH AVE

Address

WESTERNSTATESPETROLEUM.COM

Company Email Address

PHOENIX AZ 85007

City State Zip

[Signature]

Signature of Person Authorized to Sign Offer

602-252-4011

Phone

STEVE L TOUBOE 5/16/12

Printed Name

Date

602-340-9621

Facsimile

SALES MANAGER

Title

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 040112-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

[Signature]
Tommie C. Martin, Chairman, Board of Supervisors

Date: 6/26/12

ATTEST:

[Signature]
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
WESTERN STATES PETROLEUM, INC.
450 50 15TH AVE PHOENIX, AZ. 85007
602-252-4011
2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona: _____ (If Applicable)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: _____ (If Applicable)

Steve L Tolbor
(If Applicable)
Signature of Authorized Representative
STEVE L TOLBOR
Printed Name
SALES MANAGER
Title

Name: WESTERN STATES PETROLEUM INC Number: _____

LUBRICANTS

| Metered Products | Price Per Gallon |
|--|----------------------|
| Crank Lubricants (15/40) <u>WSP AF 15/40</u> | <u>\$9.94</u> |
| HT4-30 <u>LSUP 30</u> | <u>\$11.48</u> |
| HT4-50 <u>WMSA SA 450</u> | <u>\$13.25</u> |
| Gear Lube 80W - 90W <u>400/1LB</u> | <u>\$2.71 per LB</u> |
| ATF (Dexron 3) <u>WSP SUP 43 ATF</u> | <u>\$8.50</u> |
| ATR/HYD 560 | <u>\$9.08</u> |
| Antifreeze LLC Extended Life (Pink) | <u>\$14.47</u> |
| Antifreeze Standard (Green) | <u>\$9.37</u> |
| Non-Metered Products | |
| Moly 7% - Moly Chassis Lube <u>WSP 100 MOLY 590 EP 2 120LB</u> | <u>\$4.50 per LB</u> |
| Solvent - 315 Solvent <u>360 SOLVENT</u> | <u>\$6.35</u> |

Sales Tax, State of: ARIZONA
Written Name of State

& City of: PHOENIX
Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-State vendor without a presence in Arizona

WESTERN STATES PETROLEUM, INC
Company Name

[Signature]
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Contractor Name: WESTERN STATES PETROLEUM INC Number: _____

Indicate choice of O.P.I.S. Rack Location:
(Location shall remain consistent for the life of the contract)

Phoenix Tucson

BULK FUEL

CMS Diesel

| Tank Location | O.P.I.S. Rack Price | Regular Unleaded Gas Unit Price | Diesel Unit Price | Delivery Charge to Location | Total Price for Fuel and Delivery | |
|--|---------------------|---------------------------------|-------------------|-----------------------------|-----------------------------------|-------|
| Copper Region | | | | | | |
| Globe Shop 1001 Besich Blvd., Globe | 0750 | 3.302 | 3.003 | .0500 | 3.427 | 3.128 |
| Courthouse 1400 E. Ash St., Globe | 0750 | 3.302 | 3.003 | .0500 | 3.427 | 3.128 |
| Tonto Basin Maintenance Yard 127 S. Old Hwy 188, Tonto Basin | 0750 | 3.302 | 3.003 | .1200 | 3.497 | 3.198 |
| Timber Region | | | | | | |
| Payson Maintenance Yard 5324 E. Hwy 260, Payson | 0750 | 3.302 | 3.003 | .0520 | 3.429 | 3.130 |
| Young Maintenance Yard Hwy 288 Milepost 305, Young | 0450 | 3.302 | 3.003 | .1760 | 3.553 | 3.254 |

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

DELIVERY

| | YES ✓ | NO ✓ |
|---|-------|------|
| Contractor agrees to provide service to all locations listed in proposal. | ✓ | |

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. Company: CITY OF AVONDALE
Contact: STEVE WELLS
Phone: 623-932-4290
Address: 4800 S DYSART ROAD, AVONDALE

2. Company: CITY OF SCOTTSDALE
Contact: TERE
Phone: 480-312-5721
Address: 9191 EA SAN SALVADORE DRIVE

3. Company: CITY OF COOLIDGE
Contact: ROBERT FIATLEY
Phone: 520-723-7910
Address: 395 W PALO VERDE RD COOLIDGE

WESTERN STATES PETROLEUM, INC.

Company Name

[Signature]
Signature of Authorized Representative

SALES MANAGER
Title

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

STEVE TOLBOE

(Affiant)

the

SALES MANAGER

of

Western States Petroleum, Inc.

(Contractor)

and

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

[Signature]
(Signature)
SALES MANAGER
(Title)

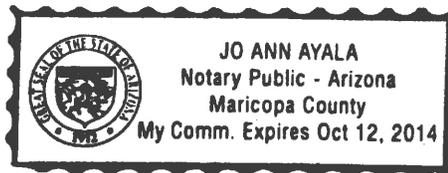
Subscribed and sworn before me this

17 Day of May, 2012

Signature of Notary Public in and for

the County of Maricopa

State of Arizona



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

At the time of submission of bids for Invitation for Bid No. 040112-1 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

WESTERN STATES PETROLEUM INC

Name of Firm

[Signature]

By: (Signature)

SALES MANAGER

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

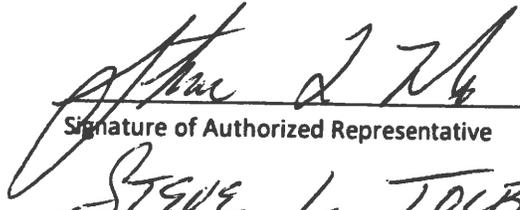
Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor'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 of this Contract subjecting Firm 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, Firm 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm 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 at all times 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 insure that Subcontractor 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 Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.


Signature of Authorized Representative

STEVE L TOUBOE
Printed Name

SALES MANAGER
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

| | |
|---|---|
| Offer & Contract Award (attachment A) | ✓ |
| Qualification & Certification Form (attachment B) | ✓ |
| Price Sheet (attachment C) | ✓ |
| References (attachment D) | ✓ |
| IRS W-9 Form (attachment E) | ✓ |
| Non-Collusion Affidavit (attachment F) | ✓ |
| Intentions Concerning Subcontractors (attachment G) | ✓ |
| Legal Arizona Works Act Compliance (attachment H) | ✓ |

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | | | | | |
|----------|-------------|-------------|-------|-------|-------|
| | #1 | #2 | #3 | #4 | #5 |
| Initials | <u>ST</u> | <u>ST</u> | _____ | _____ | _____ |
| Date | <u>5/14</u> | <u>5/15</u> | _____ | _____ | _____ |

Signed and dated this 16th day of MAY, 2012

WESTERN STATES PETROLEUM, INC.
CONTRACTOR:
STEVE TOCBOC
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Offeror Name, Bid No. 040112-1 Bulk Fuel & Lubricants, Date 5-18-12, 3:00 pm. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before May 18, 2012, 3:00 PM.



AMENDMENT NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 14, 2012

Invitation for Bids No. 040112-1 Bulk Fuel and Lubricants

Changes to Bid Document/Clarifications

Item No. 16, Multiple Award, page 14, of the bid documents has been removed:

16. Multiple Award

~~The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.~~

Item No. 10, Price Proposal, page 12, paragraph 4, of the bid documents has been revised as follows:

10. The choice of O.P.I.S. rack (Arizona ~~or New Mexico~~) to be used as the contract pricing basis is to be identified on teach line item and shall remain consistent for the life of the contract.

Page 2, item no. 1, additional information *added*:

It is the intent of this Invitation for Bids to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County. The awarded Contractor shall supply both bulk fuel and lubricants and deliver to all locations in the bid documents.

Questions/Answers

1. Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?
The County pays at net 30 for goods/products unless the offeror will supply a discount for a net 10 or 15. See Attachment C of bid forms, Price Sheet, page 2, and bid documents page 12, item #6, Prompt Payment Discount.
2. Have any addendums been released for this bid?
No
3. Will you accept up to 5% bio diesel in your diesel fuel?
No bio fuel, straight fuel.
4. Are you requesting Reformulated Gasoline or is just 10% ethanol ok?
Regular Unleaded Fuel with no blends.

5. From the invoices, which location is the Globe Yard?
The Globe Shop is a new yard that has just recently opened.
6. There are gas and diesel invoices for the Globe Shop but the usage for them on page 3 is zero. Is this an error?
The Globe Shop is a new yard that has just recently opened. There is no past usage report to supply.
7. You asked for OPIS Rack (Arizona or New Mexico) on page 12 section 10. On the price sheet "Attachment C" under indicate choice of OPIS rack location, you ask for Phoenix or Tucson. Can you clarify the choice the bidder makes?
Please see changes to bid document/clarification information above in Addenda #1.
8. When is the award date?
Before the end of June.
9. When is the first board meeting after the opening?
June 5, 2012, but there is no guarantee the request to award will go to the Board at that time.
10. Will the decision be made before or at the board meeting?
The recommendation to award will be presented at the Board meeting and reviewed by the Board.
11. What are the delivery hours?
7:00 am to 4:00 pm, Monday through Friday
12. Can we please have a list of bidders invited to submit a proposal?
List attached to Addendum.
13. What information will you be reading out loud at the bid opening?
Name of bidder and proposed bid amounts.
14. Can deliveries be split between locations?
If capacity is available.
15. Will a firm fixed price be considered? If not, why?
Only those that respond to what is requested in the bid documents will be considered.

16. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clause would be cause for ejection?
See item #15.
17. Will you split the award by tank wagon and transport?
Must bid all locations, delivery method is determined by supplier.
18. How many consecutive years has the current vendor been awarded?
Two consecutive bids.
19. Do you consider common carriers to be subcontractors?
Yes
20. If we do not attend the bid opening when can we receive a copy of the bid tabulations
Once awarded by the Board of Supervisors the bid tabulation information is posted on the Gila County web site; www.gilacountyaz.gov.
Refer to bid documents page 18, Item B, Inquires.
21. If we attend the bid opening, will we be able to review other submitted bids?
Each bidder's proposal is read aloud to all in attendance at the opening but the proposals are not available for review until after award.
22. When will we know who the low bidder is?
If you attend the bid opening you will know at that time, otherwise the information is not posted again until awarded by the Board of Supervisors.
Refer to bid documents page 18, Item B, Inquires.



ADDENDUM NO. 2

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 15, 2012

Invitation for Bids No. 040112-1 Bulk Fuel and Lubricants

Questions/Answers

Clarification to question no. 16 in addendum #1.

1. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clause would be cause for ejection?

Attachment:

- 1) Payment terms will be Net 30 days with no discount.
- 2) Petroleum Traders Corporation reserves the right to adjust our submitted firm prices with the current NYMEX settlement until the date a written receipt of award or the intent to award is received. Your letter of intent is considered a binding commitment to purchase these gallons. If no contract can be made until a board approves, then the gallonage and price protection cannot begin until we have a signed contract. Notice may be faxed or emailed.
- 3) Any notice of award or intent to award received must include a firm commitment to a specific amount of gallons for each product to be purchased at the firm fixed price awarded during the contract. Any additional gallons purchased over or in addition to the contracted volume will be priced at a negotiated rate prior to delivery. Any unused contract gallons will be billed to you if there is a loss in the underlying futures contracts. As an example, if Petroleum Traders Corporation purchased futures contracts at \$2.5000 per gallon for the specified product and month and a year later the price of these futures is \$2.4000 per gallon, then if you did not use all of your contract gallons, you would be billed \$.1000 per gallon times the number of unused gallons.
- 4) Contract cannot be terminated for convenience.
- 5) Any extension of this contract beyond the original contract period for the firm fixed pricing format will be by mutual agreement only.
- 6) This response to your bid invitation is given with the understanding that our exceptions/clauses contained herein shall prevail over any bid invitation conflicting requirements.

Response:

- 1) Gila County is net 30 for tangible goods and products.
- 2) Proposal would be rejected.
- 3) Proposal would be rejected.
- 4) Proposal would be rejected.
- 5) Gila County extends contracts only upon mutual agreements of both parties but this contract would be for indexed price not a firm fixed price.
- 6) Proposal would be rejected.



GILA COUNTY ATTORNEY Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting

| | | | |
|--|--|----------------------|---|
| Meeting Date: | 09/18/2012 | | |
| Submitted For: | Barbara Valencia, WIA Department Program Manager | Submitted By: | Barbara Valencia, WIA Department Program Manager, Community Services Division |
| Department: | Community Services Division | Division: | WIA Department |
| Fiscal Year: | Program Year 2012 | Budgeted?: | Yes |
| Contract Dates Begin & End: | 5/1/2009 - 6/30/2014 | Grant?: | Yes |
| Matching Requirement?: | No | Fund?: | Replacement |

InformationRequest/Subject

Amendment No. 4 to an Intergovernmental Agreement between Central Arizona Association of Governments and Gila County.

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, Central Arizona Association of Governments (CAAG) will be provided the necessary office space to perform work duties.

On June 26, 2009, the Board of Supervisors approved the original Intergovernmental Agreement between CAAG and Gila County for the period May 2009, through June 30, 2014.

On July 27, 2010, the Board of Supervisors approved Amendment No. 1 which increased the cost to CAAG by \$12,768 annually for the provision of two additional offices at the One-Stop Center in Casa Grande. CAAG was provided 200 square feet of space for two additional offices and 408 square feet of common area.

On March 20, 2012, the Board of Supervisors approved Amendment No. 2 which decreased office space of 200 square feet and common area of 408 square feet at the Pinal County Comprehensive One-Stop Center in Casa Grande.

On August 20, 2012, the Board of Supervisors approved Amendment No. 3 which added one cubicle in the amount of 48 sq. ft to 96 sq. ft. and the common area from 52 sq. ft to 78 sq. ft to the Gila County Comprehensive One-Stop Center in Globe.

Evaluation

CAAG will reimburse Gila County (dba Gila/Pinal Workforce Investment Board) for their share of the costs associated with co-locating at the Gila County Comprehensive One-Stop Center in Globe as per breakdown in the Resource Sharing Agreement. Office workspace provided will be 96 sq. ft and 79 sq. ft of common space needed to perform work duties.

Conclusion

Amendment No. 4 to the Intergovernmental Agreement between CAAG and Gila County monthly cost is \$663.92 and the annual cost is \$7,967.00 as a result of adding one cubicle at the Gila County Comprehensive One-Stop Center in Globe.

Recommendation

It is recommended that the Gila County Board of Supervisors approve Amendment No. 4 to the Intergovernmental Agreement between CAAG and Gila County. CAAG's office workspace has increased by one cubicle at the Gila County Comprehensive One-Stop Center in Globe.

Suggested Motion

Approval of Amendment No. 4 to the Intergovernmental Agreement between Central Arizona Association of Governments (CAAG) and Gila County, which increases CAAG's annual cost to \$7,967 by adding one cubicle of workspace at the Gila County Comprehensive One-Stop Center in Globe.

Attachments

CAAG Intergovernmental Agreement

Amendment No. 1

Amendment No. 2

Amendment No. 3

Amendment No. 4

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

AND

GILA COUNTY

(dba Gila/Pinal Workforce Investment Board)

FOR

GILA/PINAL WORKFORCE INVESTMENT ONE-STOP CENTERS

CO-LOCATION – RESOURCE SHARING AGREEMENT

CONTRACT TERM

MAY 1, 2009 TO JUNE 30, 2014

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agency Agreement (Agreement) is between the Central Arizona Association of Governments (hereafter referred to as CAAG) and Gila County dba Gila/Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

WHEREAS CAAG is duly authorized to execute and administer contracts under A.R.S. §41-1954 (A) (1) (d); and

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. § 11-201; and

WHEREAS CAAG and Gila County are authorized by A.R.S. §11-952 *et seq.* to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE CAAG and Gila/Pinal WIB agree to abide by all the terms and conditions set forth in this Contract. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

FOR AND ON BEHALF OF THE CENTRAL
ARIZONA ASSOCIATION OF GOVERNMENTS
BOARD

FOR AND ON BEHALF OF THE GILA COUNTY dba
GILA/PINAL WORKFORCE INVESTMENT

Signature

Signature

Printed Name

Shirley L. Dawson

Printed Name

Title

Chairman, Gila County Board of Supervisors

Title

Date

Date

ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

APPROVED AS TO FORM

Chief Deputy County Attorney

Date

1.0 PARTIES

- 1.1 This Intergovernmental Agreement (Agreement) is between Central Arizona Association of Governments; hereinafter called “CAAG”, and Gila County dba Gila/Pinal Workforce Investment Board; hereinafter called “Gila/Pinal WIB”.
- 1.2 In consideration of the mutual representations and obligations hereunder, CAAG and the Gila/Pinal WIB agree to abide by all the terms and conditions set forth herein.

2.0 TERM OF AGREEMENT

2.1 Term

The term of this Agreement shall have an effective date of May 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

2.2 Extension

This Agreement may be extended through a written amendment by mutual agreement of the parties.

2.3 Termination

- 2.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.
- 2.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 2.3.3 In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, which is earlier.
- 2.3.4 Either party may immediately terminate this Agreement if they determine that the health, welfare or safety of service recipient is endangered.
- 2.3.5 In the event of termination or suspension of the Agreement by either party, such termination or suspension shall not affect the obligation of both parties to indemnify each other and the State for any claim by any third party against the State or the terminating party arising from the other party’s performance of this Agreement and for which the other party would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. §41-621, et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

3.0 DEFINITIONS

- 3.1 “Gila/Pinal WIB” means the party who is providing co-location space. In this instance the Gila/Pinal WIB is Gila County dba Gila-Pinal Workforce Investment Board.
- 3.2 “Gila-Pinal WIB Site Location” means the facility where the co-location of integrated program services will occur.
- 3.3 “Co/locator” means the party who is co-locating. In this instance the Co-locator is Central Arizona Association of Governments (CAAG).
- 3.4 “Agreement” means the executed Intergovernmental Agreement between the governmental parties.

4.0 PURPOSE

- 4.1 The purpose of this Agreement is to implement the Memorandum of Understanding (MOU) and Resource Agreement attached hereto as Exhibit 1. These documents provide for funding arrangements between co-locator, a partner agency that is co-located in the Gila/Pinal Workforce Investment Area. This partnership allows for integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Gila and Pinal counties in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

5.0 RESPONSIBILITIES

- 5.1 CAAG and Gila/Pinal WIB agree as follows:
- 5.2 The Gila/Pinal WIB shall provide CAAG with 420 net square feet of workspace at Location I -Casa Grande (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.
- 5.3 Gila/Pinal WIB shall provide CAAG with 97 net square feet of workspace at Location II - Globe (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.
- 5.3 CAAG will reimburse the Gila/Pinal WIB for usage of the workspaces and a percentage of the common areas used by CAAG staff at both locations on a monthly basis.

6.0 PAYMENT REQUIREMENTS

6.1 CAAG shall prepare and issue a payment by the thirtieth (30) day of the month provided that they are in receipt of an invoice from Gila/Pinal WIB. If no invoice has been received by the 15th of the month, CAAG will have 15 working days after receipt of said invoice to issue a payment. The payment shall be submitted to the address shown in Section 7.1.

7.0 NOTICES

7.1 All notices to the Gila/Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila/Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

7.2 All notices to CAAG regarding this Agreement shall be sent to the following address:

Maxine Brown, Executive Director
CAAG
1075 South Idaho Rd., Suite 300
Apache Junction, AZ 85219
480 474-9300
mleather@caagcentral.org

7.3 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

| | | |
|-------------|------------------|--------------|
| Casa Grande | Marty Clay | 520-374-3001 |
| Globe | Barbara Valencia | 928-402-8657 |

7.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

7.5 All notices shall reference both of the contract numbers as indicated on the signature page of this Agreement.

8.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

8.1 CAAG shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. CAAG shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

8.2 CAAG and Gila/Pinal WIB shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

8.3 CAAG shall comply with the following:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 CANCELLATION FOR CONFLICT OF INTEREST

9.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the

State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Gila-Pinal WIB received written notice of the cancellation, unless the notice specifies a later time.

10.0 AMENDMENTS OR MODIFICATIONS

10.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

10.2 **Exceptions**

Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of the Gila-Pinal WIB which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

11.0 IT 508 COMPLIANCE

11.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

12.0 OCCUPANCY INFORMATION

12.1 **Site Location(s)**

| | |
|---------------------------------------|---------------------------------------|
| Location I – Casa Grande | Location II - Globe |
| Gila-Pinal Workforce Investment Board | Gila-Pinal Workforce Investment Board |
| 1015 E. Florence Boulevard | 5515 S. Apache Avenue, Suite 200 |
| Casa Grande, Arizona 85222 | Globe, Arizona 85501 |

12.2 **Costs**

CAAG will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the above locations (Section 16.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1 and Exhibit 2. Exhibit 1 – Globe Location annual costs equals \$4,425.92. Exhibit 2 – Casa Grande Location annual costs equals \$25,788.00.

12.3 Gila/Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

12.4 Gila/Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated and are part of CAAG’s total monthly charges as agreed to in the RSA. CAAG will not be billed separately for these costs.

13.2 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

13.3 **Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

14.0 OFFICE FURNITURE & EQUIPMENT

14.1 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

14.2 **Equipment Supplies – Casa Grande**

The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

14.3 **Equipment Supplies – Globe**

The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into CAAG total monthly charges.

14.4 **Office Supplies – Casa Grande and Globe**

Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

15.0 VETERANS' PRIORITY PROVISIONS

15.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a

veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETs/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

16.0 AMERICANS WITH DISABILITIES ACT

16.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

17.0 COMPLIANCE WITH CIVIL RIGHTS ACT

17.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

18.0 EXHIBITS

18.1 The following list of exhibits constitutes an integral part of subject Agreement:

18.1.1 Exhibit 1 Resource Sharing Agreement for Location I – Casa Grande, Location II - Globe

EXHIBIT I

RESOURCE SHARING AGREEMENT

**LOCATION I – CASA GRANDE
1015 E. FLORENCE BOULEVARD
CASA GRANDE, AZ 85037**

**LOCATION II – GLOBE
5515 S. APACHE AVENUE, SUITE 200
GLOBE, ARIZONA 85501**

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Central Arizona Association of Governments** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on May 1, 2009 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as Attachment 1 and 2 to this RSA. The following partner organization **Central Arizona Association of Governments** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Centers** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Gila County** has the lease on the building and **Central Arizona Association of Governments** makes monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on May 1, 2009

Gila/Pinal Workforce Investment Board

**Central Arizona Association of Governments
Local Workforce Investment Act Partner**

Signature

Signature

Gila/Pinal Workforce Investment Chairman

Title

Gila/Pinal Workforce Investment Board
Agency/Organization Name

Agency/Organization Name

5515 S. Apache Avenue, Suite 200
Address

Address

Globe, AZ 85501
City, State, Zip

City, State, Zip

(928) 402-8657
Telephone Number

Telephone Number

(928) 425-9468
Fax Number

Fax Number

bvalencia@co.gila.az.us
Email Address

Email Address

Casa Grande One-Stop Location

REPAC WIB MANPOWER EMPLOY. SERVICES VOC REHAB CAAG RE-EMPLOY SERVICES

| Allocation Basis | Yrly Cost | Mthly Cost | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount |
|---------------------------|---------------------|---------------------|--------------------|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Offices | \$ 39,921.00 | \$ 3,326.75 | \$ 435.75 | \$ 183.75 | \$ 280.00 | \$ 1,006.25 | \$ 350.00 | \$ 735.00 | \$ 336.00 | \$ 3,326.75 |
| | | | | | | | | | | \$ - |
| | | | | | | | | | | \$ - |
| Common Areas | \$ 76,818.00 | \$ 6,401.50 | \$ 838.25 | \$ 355.25 | \$ 539.00 | \$ 1,935.50 | \$ 673.75 | \$ 1,414.00 | \$ 645.75 | \$ 6,401.50 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL MONTHLY COST | | \$ 9,728.25 | \$ 1,274.00 | \$ 539.00 | \$ 819.00 | \$ 2,941.75 | \$ 1,023.75 | \$ 2,149.00 | \$ 981.75 | \$ 9,728.25 |
| ANNUAL COSTS | \$116,739.00 | \$116,739.00 | \$15,288.00 | \$6,468.00 | \$9,828.00 | \$35,301.00 | \$12,285.00 | \$25,788.00 | \$11,781.00 | \$116,739.00 |

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1901
COMMON AREA 3658

| COMMON AREAS ONE-STOP | DEDICATED SQ FT | % DED SQ FT | C. AREA SQ FT |
|---|--------------------|----------------|--------------------------|
| RESOURCE ROOM | 906 | CAAG | 420 22% 808 |
| INTERVIEW ROOM | 125 | WIB | 105 6% 203 |
| INTERVIEW/TESTING | 147 | REPAC | 249 13% 479 |
| TESTING | 100 | MANPOWER | 160 8% 308 |
| ONE-STOP SERVER | 45 | EMP SER | 575 30% 1106 |
| UNISEX BATHROOM | 71 | RE-EMPLOY | 192 10% 369 |
| CONFERENCE ROOM | 233 | VOC REHAB | 200 11% 385 |
| RECEPTION | 114 | TOTAL | 1901 100% 3658 |
| HALLWAYS | 1004 | | |
| TOTAL COMMON AREA | 2745 | | |
| CAC AND ONE-STOP | | | |
| RECEPTION | 631 | | |
| CAC SERVER | 45 | | |
| RESTROOM | 252 | | |
| BREAK ROOM | 264 | | |
| HALLWAY | 381 | | |
| RESTROOM | 253 | | |
| TOTAL COMMON AREA | 1826 | | |
| TOTAL CAC & ONE-STOP COMMON AREA | 913 | | |
| TOTAL ONE-STOP CA | 2745 | | |
| TOTAL ONE-STOP & CAC | 913 | | |
| TOTAL COMMON AREA | 3658 | | |

Globe One-Stop Location

CAP GEST WAP/HAP REPAC WIB CAAG DES

| Shared Resources | Yrly Cost | Mthly Cost | Amount | Amount | Amount | Amount | Amount | Amount | Amount |
|---------------------------------|---------------|---------------|--------------|--------------|--------------|--------------|-------------|-------------|--------------|
| Office Space (\$1.10 square ft) | \$ 46,620.00 | \$ 3,885.00 | \$ 536.00 | \$ 523.00 | \$ 858.00 | \$ 1,287.00 | \$ 216.00 | \$ 107.00 | \$ 358.00 |
| Phones | \$ 18,000.00 | \$ 1,500.00 | \$ 200.00 | \$ 200.00 | \$ 350.00 | \$ 400.00 | \$ 50.00 | \$ 50.00 | \$ 100.00 |
| Internet Access | \$ 10,800.00 | \$ 900.00 | \$ 120.00 | \$ 120.00 | \$ 210.00 | \$ 240.00 | \$ 30.00 | \$ 30.00 | \$ 60.00 |
| Copier Maintenance & Supplies | \$ 21,600.00 | \$ 1,800.00 | \$ 248.40 | \$ 242.28 | \$ 397.80 | \$ 596.70 | \$ 99.36 | \$ 49.68 | \$ 165.78 |
| Receptionist | \$ 45,664.00 | \$ 3,805.33 | \$ 525.14 | \$ 512.20 | \$ 840.98 | \$ 1,261.47 | \$ 210.43 | \$ 104.65 | \$ 350.47 |
| Janitorial/Security Lighting | \$ 10,000.00 | \$ 833.33 | \$ 115.00 | \$ 112.17 | \$ 184.17 | \$ 276.25 | \$ 46.08 | \$ 22.92 | \$ 76.75 |
| Fax Line & Supplies | \$ 2,000.00 | \$ 166.67 | \$ 23.00 | \$ 22.43 | \$ 36.83 | \$ 55.25 | \$ 9.22 | \$ 4.58 | \$ 15.35 |
| Monthly's Costs | | \$ 12,890.33 | \$ 1,767.54 | \$ 1,732.08 | \$ 2,877.78 | \$ 4,116.67 | \$ 661.09 | \$ 368.83 | \$ 1,126.35 |
| Annual Costs | \$ 154,684.00 | \$ 154,684.00 | \$ 21,210.43 | \$ 20,784.93 | \$ 34,533.34 | \$ 49,400.02 | \$ 7,933.14 | \$ 4,425.92 | \$ 13,516.21 |

TOTAL COMMON AREA 1792
TOTAL OFFICE SPACE 1738
TOTAL 3530

| COMMON AREAS ONE STOP | DEDICATED SQ FT. | % DED. SQ. FT. | C. AREA SQ. FT |
|--------------------------|---------------------|-------------------|-------------------|
| CONFERENCE ROOM | 48 | 2.75% | 49 |
| RECEPTION | 96 | 5.53% | 100 |
| BATHROOM-PUBLIC | 576 | 33.15% | 594 |
| BATHROOM-PRIVATE | 384 | 22.10% | 396 |
| SERVER ROOM | 234 | 13.46% | 241 |
| RESOURCE ROOM | 160 | 9.21% | 165 |
| TELEPHONE ROOM | 240 | 13.80% | 247 |
| TOTAL COMMON AREA | 1738 | 100.00% | 1792 |

AMENDMENT NO. 1 to Intergovernmental Agreement

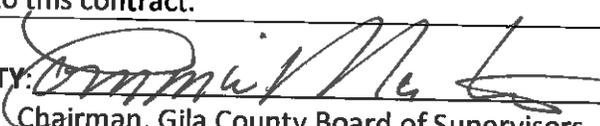
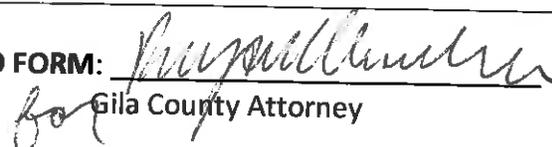
CONTRACT AMENDMENT

BETWEEN

GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

| | |
|---|-----------------|
| 1. CONTRACTOR: Central Arizona Association of Governments 1075 South Idaho Rd, Suite 300 Apache Junction, AZ 85219 | |
| 2. Amendment Number: #1 | |
| 3. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT: This amendment reflects an increase in square footage at the Pinal County Comprehensive One-Stop in Casa Grande. | |
| 4. CHANGE: Date: Beginning July 1, 2010 CAAG - Common area increased from 808 sq. ft. to 1264 sq. ft. CAAG - Total square feet: Office 420 sq. ft. + Common Area 856 sq. ft = 1276 sq. ft. Addition - CAAG Pathways - Total square feet: Office 200 sq. ft + Common Area 408 sq. ft. = 608 sq. ft CAAG Shared Costs: increased from \$2,149 per month to \$2,233 per month. Addition - CAAG Pathways Shared Costs: \$1,064 per month. See Attached Identification of Shared Costs spreadsheets. | |
| 5. Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract. | |
| 6. GILA COUNTY: <u>Michael C. Porter</u> Chairman, Gila County Board of Supervisors | Date: 7/27/10 |
| 7. CONTRACTOR: <u>McD. Brown</u> Central Arizona Association of Governments | Date: 6/9/2010 |
| 8. APPROVED AS TO FORM: <u>Raymond Williams</u> for Gila County Attorney | Date: 7/12/2010 |

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**

| |
|---|
| 1. CONTRACTOR: Central Arizona Association of Governments 1075 South Idaho Rd, Suite 300 Apache Junction, AZ 85219 |
| 2. Amendment Number: #2 |
| 3. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT: This amendment reflects a decrease in square footage at the Pinal County Comprehensive One-Stop in Casa Grande. |
| 4. Effective Date 2/1/2012 CHANGE FROM: Amendment #1 Addition of two offices – 200 square feet Addition of common areas – 408 square feet Total increase to Agreement is \$12,768. CHANGE TO: Decrease of two offices – 200 square feet and decrease of common areas – 408 square feet. This is a decrease of \$12,768 annually. CAAG will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at Casa Grande One-Stop as per breakdown in the attached Resource Sharing Agreement. Office workspace provided is 420 sq. feet and 856 square feet of common space needed to perform work duties at Location I. CAAG will reimburse Gila County for its share of the costs as per breakdown. Casa Grande annual cost is \$26,796. |
| 5. Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract. |
| 6. GILA COUNTY:  Date: 3/20/12 Chairman, Gila County Board of Supervisors |
| 7. CONTRACTOR:  Date: 2-6-2012 Central Arizona Association of Governments |
| 8. APPROVED AS TO FORM:  Date: for Gila County Attorney |

**AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**

1. **CONTRACTOR:** Central Arizona Association of Governments
1075 South Idaho Rd, Suite 300
Apache Junction, AZ 85219

2. **Amendment Number:** #3

3. **THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:**

This amendment reflects a decrease in square footage at the Pinal County Comprehensive One-Stop in Casa Grande.

4. **Effective Date 8/1/2012**

CHANGE FROM: Amendment #2

Decrease of two offices – 200 sq. feet
Decrease of common area - 408 sq. feet.
This is a decrease of \$12,768.

CHANGE TO:

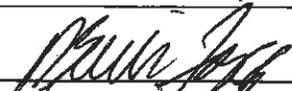
Decrease of two offices – from 480 sq. feet to 220 sq. feet
Decrease of common area – from 774 sq. feet to 406 sq. feet
This is a decrease of \$13,650.

Central Arizona Association of Governments will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the Pinal County Comprehensive One-Stop Center in Casa Grande as per breakdown in the attached Resource Sharing Agreement – Identification of Shared Costs. Office workspace provided is 220 sq. feet and 406 sq. feet of common space needed to perform work duties.

Total annual cost is \$13,146.00.

5. Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

6. **GILA COUNTY:**  Date: 8/20/12
Chairman, Gila County Board of Supervisors

7. **CONTRACTOR:**  Date: 7/20/2012
Central Arizona Association of Governments

8. **APPROVED AS TO FORM:**  Date: 8/20/2012
Gila County Attorney

Casa Grande One-Stop Location

| Allocation Basis | Yrly Cost | Mnthly Cost | REPAC | | WIB | | MANPOWER | | ADES | | PPEP | | CAAG | |
|---------------------------|---------------------|---------------------|--------------------|--------------------|-------------------|--------------------|-------------------|--------------------|---------------------|--------|--------|--------|--------|--|
| | | | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | |
| Offices | \$ 41,055.00 | \$ 3,421.25 | \$523.25 | \$ 840.00 | \$ 168.00 | \$ 1,393.00 | \$ 112.00 | \$ 385.00 | \$ 3,421.25 | | | | | |
| Common Areas | \$ 75,684.00 | \$ 6,307.00 | \$ 964.25 | \$ 1,548.75 | \$ 309.75 | \$ 2,567.25 | \$ 206.50 | \$ 710.50 | \$ 6,307.00 | | | | | |
| TOTAL MONTHLY COST | | \$ 9,728.25 | \$ 1,487.50 | \$ 2,388.75 | \$ 477.75 | \$ 3,960.25 | \$ 318.50 | \$ 1,095.50 | \$ 9,728.25 | | | | | |
| ANNUAL COSTS | \$116,739.00 | \$116,739.00 | \$17,850.00 | \$28,665.00 | \$5,733.00 | \$47,523.00 | \$3,822.00 | \$13,146.00 | \$116,739.00 | | | | | |

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
 TOTAL OFFICE SQ FEET 1955
 COMMON AREA 3604

| COMMON AREAS ONE-STOP | DEDICATED SQ FT | % DED SQ FT | C. AREA SQ FT |
|--------------------------|-----------------|-------------|---------------|
| RESOURCE ROOM | 220 | 11% | 406 |
| INTERVIEW ROOM | 480 | 25% | 885 |
| BREAKROOM | 299 | 15% | 551 |
| ONE-STOP SERVER | 96 | 5% | 177 |
| UNISEX BATHROOM | 796 | 41% | 1467 |
| CONFERENCE ROOM | 64 | 3% | 118 |
| RECEPTION | 1955 | 100% | 3604 |
| HALLWAYS | | | |
| STORAGE ROOM | | | |
| TOTAL COMMON AREA | | | |

CAC AND ONE-STOP
 RECEPTION 631
 CAC SERVER 45
 RESTROOM 252
 BREAK ROOM 264
 HALLWAY 381
 RESTROOM 253
TOTAL COMMON AREA 1826

TOTAL CAC & ONE-STOP COMMON AREA 913

TOTAL ONE-STOP CA 2691
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3604

4 DBA
AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT
BETWEEN

GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

1. CONTRACTOR: Central Arizona Association of Governments
1075 South Idaho Rd, Suite 300
Apache Junction, AZ 85219

2. Amendment Number: #4

3. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

This amendment reflects a increase in square footage at the Gila County Comprehensive One-Stop in Casa Grande.

4. CHANGE: Gila County Comprehensive One-Stop

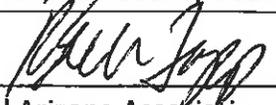
Increase of one cubicle – from 48 sq. feet to 96 sq. feet
Increase of common area – from 52 sq. feet to 79 sq. feet
Total Monthly Cost is \$663.92

Central Arizona Association of Governments will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the Gila County Comprehensive One-Stop Center in Casa Grande as per breakdown in the attached Resource Sharing Agreement – Identification of Shared Costs. Office workspace provided is 96 sq. feet and 79 sq. feet of common space needed to perform work duties.

Total annual cost is \$7,967.00

5. Except as provided herein, all terms and conditions of the original contract as heretofore changed and/or amended remain unchanged and in full force and effect. By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

6. GILA COUNTY: _____ Date: _____
Chairman, Gila County Board of Supervisors

7. CONTRACTOR:  _____ Date: 8/16/2012
Central Arizona Association of Governments

8. APPROVED AS TO FORM: _____ Date: _____
Gila County Attorney

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
Attachment 1**

| DESCRIPTION: | CAP | GEST | HAP/WAP | REPAC | WIA | CAAG | DES |
|------------------|------------|------------|------------|-------------|------------|-----------|------------|
| COMMON AREA | 247 | 241 | 396 | 594 | 100 | 49 | 165 |
| OFFICE SQUARE FT | 80 | 80 | 144 | 576 | 96 | 48 | 160 |
| OFFICE SQUARE FT | 80 | 96 | 240 | | | | |
| OFFICE SQUARE FT | 80 | 58 | | | | | |
| OFFICE SQUARE FT | | | | | | | |
| OFFICE SQUARE FT | | | | | | | |
| OFFICE SQUARE FT | | | | | | | |
| OFFICE SQUARE FT | | | | | | | |
| TOTAL | 487 | 475 | 786 | 1170 | 196 | 97 | 325 |

1792
1184
416
138

| DEPARTMENT NAME: | CAP | GEST | HAP/WAP | REPAC | WIA | CAAG | DES | TOTAL |
|-----------------------------|------------|------------|------------|-------------|------------|-----------|------------|-------------|
| COMMON AREA | 247 | 241 | 396 | 594 | 100 | 49 | 165 | 1792 |
| OFFICE/CUBICLE EXPENSES: | 80 | 80 | 144 | 576 | 96 | 48 | 160 | |
| | 80 | 96 | 240 | 0 | 0 | 0 | 0 | |
| | 80 | 58 | 0 | 0 | 0 | 0 | 0 | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Square Footage | 487 | 475 | 786 | 1170 | 196 | 97 | 325 | 3530 |
| \$ per square footage | 1.10 \$ | 1.10 \$ | 1.10 \$ | 1.10 \$ | 1.10 \$ | 1.10 \$ | 1.10 \$ | 1.10 |
| MONTHLY AMOUNTS | \$556 | \$523 | \$858 | \$1,297 | \$216 | \$107 | \$358 | \$3,865 |
| X 12 MONTHS | \$6,428 | \$6,276 | \$10,296 | \$15,444 | \$2,592 | \$1,284 | \$4,296 | \$46,620 |

Globe One-Stop Location

| Shared Resources | Yrly Cost | Mthly Cost | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount | Amount |
|---------------------------------|---------------|---------------|--------------|--------------|--------------|--------------|-------------|-------------|--------------|--------|--------|
| | | | CAP | GEST | WAPIHAP | REPAC | WIB | CAAG | DES | | |
| Office Space (\$1.10 square ft) | \$ 46,620.00 | \$ 3,885.00 | \$ 536.00 | \$ 523.00 | \$ 858.00 | \$ 1,287.00 | \$ 216.00 | \$ 107.00 | \$ 358.00 | | |
| Phones | \$ 18,000.00 | \$ 1,500.00 | \$ 200.00 | \$ 200.00 | \$ 350.00 | \$ 400.00 | \$ 50.00 | \$ 50.00 | \$ 100.00 | | |
| Internet Access | \$ 10,800.00 | \$ 900.00 | \$ 120.00 | \$ 120.00 | \$ 210.00 | \$ 240.00 | \$ 30.00 | \$ 30.00 | \$ 60.00 | | |
| Copier Maintenance & Supplies | \$ 21,600.00 | \$ 1,800.00 | \$ 248.40 | \$ 242.28 | \$ 397.80 | \$ 596.70 | \$ 99.36 | \$ 49.68 | \$ 165.78 | | |
| Receptionist | \$ 45,664.00 | \$ 3,805.33 | \$ 525.14 | \$ 512.20 | \$ 840.98 | \$ 1,261.47 | \$ 210.43 | \$ 104.65 | \$ 350.47 | | |
| Janitorial/Security Lighting | \$ 10,000.00 | \$ 833.33 | \$ 115.00 | \$ 112.17 | \$ 184.17 | \$ 276.25 | \$ 46.08 | \$ 22.92 | \$ 76.75 | | |
| Fax Line & Supplies | \$ 2,000.00 | \$ 166.67 | \$ 23.00 | \$ 22.43 | \$ 36.83 | \$ 55.25 | \$ 9.22 | \$ 4.58 | \$ 15.35 | | |
| Monthly's Costs | | | \$ 1,767.54 | \$ 1,732.08 | \$ 2,877.78 | \$ 4,116.67 | \$ 661.09 | \$ 368.83 | \$ 1,126.35 | | |
| Annual Costs | \$ 154,684.00 | \$ 154,684.00 | \$ 21,210.43 | \$ 20,784.93 | \$ 34,533.34 | \$ 49,400.02 | \$ 7,933.14 | \$ 4,425.92 | \$ 13,516.21 | | |

TOTAL COMMON AREA 1792
TOTAL OFFICE SPACE 1738
TOTAL 3530

COMMON AREAS ONE STOP
CONFERENCE ROOM 796
RECEPTION 189
BATHROOM-PUBLIC 62
BATHROOM-PRIVATE 170
SERVER ROOM 214
RESOURCE ROOM 321
TELEPHONE ROOM 40
TOTAL COMMON AREA 1792

| | DEDICATED | % DED. | C. AREA |
|--------------|-------------|----------------|-------------|
| | SQ FT. | SQ. FT. | SQ. FT |
| CAAG | 48 | 2.75% | 49 |
| WIB | 96 | 5.53% | 100 |
| REPAC | 576 | 33.15% | 594 |
| HAP/WAP | 384 | 22.10% | 396 |
| GEST | 234 | 13.46% | 241 |
| DES | 160 | 9.21% | 165 |
| CAP | 240 | 13.80% | 247 |
| TOTAL | 1738 | 100.00% | 1792 |



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1445

Consent Agenda Item 3- D

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Steve Stratton, Submitted By: Shannon Boyer, Executive
Public Works Division Administrative Asst., Public Works
Division
Director

Department: Public Works Division

Information

Request/Subject

Public Works Division Policy # DPW 05-06 - "On-Call Policy" Proposed Revisions

Background Information

The proposed revisions are to the Public Works Division Policy # DPW 05-06 - "On-Call Policy" which was originally approved November 8, 2005, with revisions being approved on February 23, 2007.

Evaluation

Aside from specifying employees as on-call employees and a few other minor changes, the policy did not specifically address how the on-call hours were to be calculated if the on-call employee did have to go out on a call. Regardless of being called out or not, the on-call employee will receive four (4) hours of on-call pay. If the on-call employee is called out, they are compensated for the time actually worked at one and one half times their hourly rate. This is in addition to the four (4) hours of on-call pay.

Conclusion

The proposed revisions address on-call compensation along with compensation when going out on a call.

Recommendation

The Gila County Public Works Division recommends approval of the proposed revisions to the Public Works Division Policy # DPW 05-06 "On-Call Policy".

Suggested Motion

Approval of the revised Public Works Division Policy # DPW 05-06 - On-Call Policy.

Attachments

Final PWD Policy #DPW 05-06 On-Call Policy

PWD Policy #DPW 05-06 On-Call Policy - Changes in red



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

| | | |
|--|--|---|
| Title: On-Call Policy | Effective Date: 11/8/05 Revised Date: 2/23/07 2nd Revision: 9/18/12 | Department: Division-wide |
| Purpose: This policy defines and establishes pay practices and administrative procedures for response time and on-call duty. | Authorized Signature: <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">Steve Stratton, Director of Public Works</p> <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">Bryan Chambers Chief Deputy County Attorney</p> | |
| | | |

Policy Statement:

An on-call period shall begin at the end of regular shift during the week or the scheduled end of the work week and run until the first scheduled regular work day of the next week or a period during which an employee is advised by his/her supervisor to be accessible for return to work for operational requirements that may develop outside normally scheduled work hours, i.e. emergency situation.

1. Background:

Rotating on-call may prevent fatigue and safety hazards

2. Responsibilities:

It will be the Roads/Shop Manager or Regional Roads Manager's responsibility to enforce this policy or delegate authority to an appropriate supervisor.

3. Procedures:

- A. On-call employees will be loaned a pager or cell phone when assigned on-call evenings or weekends.
- B. On-call employees will be expected to respond to a call within 60 minutes or be subject to progressive discipline. The on-call employee will report to their immediate supervisor prior to responding to the call out.
- C. The on-call employee may trade his/her on-call weekend or a portion of the weekend but must find his/her own replacement and notify the on-call supervisor. Evening trade assignments must be pre-approved by the supervisor. With the exception of the Administrative employees i.e. Administrative Clerks/Assistants, all Roads employees will be required to have two (2) or more on-call weekends per year as deemed necessary by the Roads/Shops Manager or his designee. All on-call trades must be pre-approved by the Roads/Shops Manager or his designee. Administrative employees will only be scheduled for on-call as deemed necessary by Roads/Shops Manager or designee.
- D. The Sheriff's Office will be kept current on the on-call pager or cell phone numbers.
- E. Qualified on-call employees are to be scheduled on a rotation basis.
- F. The on-call employee will receive four (4) hours of comp time for the weekend coverage (even if the employee is not called out). If called out, all time worked will be compensated at a rate of one and one-half hours comp for each hour worked in addition to the minimum of four (4) hours on call assuming the employee has worked 40 hours that week. If the employee has not already worked 40 hours that week, it will be considered **straight time up to a total of 40 hours in the workweek. All hours in excess of 40 will be compensated at a rate of one**

and one-half hours comp for each hour worked. If an employee is called out, travel time (from their residence to the County yard) will be included as time worked.

- G. Employees who are on-call or could potentially be on-call must adhere to all County policies including the Merit System Rules and Policies. Any variance from such policies may result in disciplinary actions.



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

| | | |
|---|--|--|
| <p>Title: On-Call Policy</p> | <p>Effective Date: 11/8/05 Revised Date: 2/23/07 2nd Revision: 9/18/12</p> | <p>Department: Division-wide</p> |
| <p>Purpose: This policy defines and establishes pay practices and administrative procedures for response time and on-call duty.</p> | <p>Authorized Signature:</p> <p>_____</p> <p style="text-align: center;">Steve Stratton, Director of Public Works</p> <p>_____</p> <p style="text-align: center;">Bryan Chambers Chief Deputy County Attorney</p> | |
| | | |

Policy Statement:

An on-call period shall begin at the end of regular shift during the week or the scheduled end of the work week and run until the first scheduled regular work day of the next week or a period during which an employee is advised by his/her supervisor to be accessible for return to work for operational requirements that may develop outside normally scheduled work hours, i.e. emergency situation.

1. Background:

Rotating on-call may prevent fatigue and safety hazards

2. Responsibilities:

It will be the *replace (Department Manager or Road Superintendent's) with (Roads/Shop Manager or Regional Roads Manager's)* responsibility to enforce this policy or delegate authority to an appropriate supervisor.

3. Procedures:

- A. *Add (On-call)* employees will be loaned a pager *Add (or cell phone)* when assigned on-call evenings or weekends.
- B. *Add (On-call)* employees will be expected to respond to a call within 60 minutes or be subject to progressive discipline. *Add (The on-call employee will report to their immediate supervisor prior to responding to the call out).*
- C. The *Add (on-call)* employee may trade his/her on-call weekend or a portion of the weekend but must find his/her own replacement and notify *delete (the Dispatcher at the Sheriff's Office and)* the on-call supervisor. Evening trade assignments must be pre-approved by the supervisor. With the exception of the Administrative employees i.e. Administrative Clerks/Assistants, all Roads employees will be required to have two (2) or more on-call weekends per year as deemed necessary by the Roads/Shops Manager or his designee. All on-call trades must be pre-approved by the Roads/Shops Manager or his designee. Administrative employees will only be scheduled for on-call as deemed necessary by Roads/Shops Manager or designee.
- D. *Delete (The Sheriff's Office shall receive updated lists of current on-call employees on a monthly basis).* *Add (The Sheriff's Office will be kept current on the on-call pager or cell phone numbers.)*
- E. Qualified *Add (on-call)* employees are to be scheduled on a rotation basis.
- F. The *Add (on-call)* employee will receive *delete(a minimum of)* four (4) hours of comp time for the weekend coverage (even if the employee is not called out). *Add (If called out, all time worked will be compensated at a rate of one and one-half hours comp for each hour worked in addition to the minimum of)*

four (4) hours on call) ~~Delete~~(If the actual time worked is in excess of four (4) hours then the employee will receive one and one-half hours of comp per hour worked) assuming the employee has worked 40 hours that week. If the employee has not already worked 40 hours that week, it will be considered **straight time up to a total of 40 hours in the workweek. All hours in excess of 40 will be compensated at a rate of one and one-half hours comp for each hour worked.** If an employee is called out, travel time (from their residence to the County yard) will be included as time worked.

- G. Employees who are on-call or could be potentially on-call must adhere to all County policies including the Merit System Rules and Policies. Any variance from such policies may result in disciplinary actions.

ARF-1451

Consent Agenda Item 3- E

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Janet Cline, Fair Chairman **Submitted By:** Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Request for Waiver of Fees by the Gila County Fair Committee for the use of Fairgrounds facilities for the 2012 Gila County Fair in Globe.

Background Information

The Gila County Fair has for many years provided the community of Gila County a yearly Fair for families to participate in various 4-H programs, and to enjoy and learn from the variety of activities available at the Fair.

The Fair also allows the youth involved in 4-H programs to carry on family traditions of participating in 4-H programs and to show their year-long projects; it is a place where local businesses can display and advertise their products and/or businesses; and the County Fair brings business to our local community.

The 2012 Gila County Fair is scheduled for September 20th through September 23, 2012.

Evaluation

The use of the Fairgrounds facilities will give the Gila County Fair Committee an opportunity to raise funds to continue to improve and hold the annual Gila County Fair.

The Fair provides the youth of the community to emerge as leaders through hands-on learning and adult mentorship and it also provides a place for families, friends, and visitors to meet and experience the hospitality that Gila County offers.

Conclusion

The waiver of fees would greatly assist the Gila County Fair Committee financially.

Recommendation

The recommendation of staff is to approve the waiver of fees for the use of the Fairgrounds facilities for the 2012 Gila County Fair.

Suggested Motion

Approval of request for waiver of fees by the Gila County Fair Committee for the use of the Fairgrounds facilities in Globe for the 2012 Gila County Fair scheduled September 20 through September 23, 2012.

Attachments

2012 Fair Application to Use F.G.
Fair Request for Waiver of Fees

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

| | | | |
|---|--------|--|---|
| Name of Individual or Organization: | | Gila County Fair | |
| Address of Individual or Organization: | | P.O. Box 906, Globe, Arizona 85502 | |
| Function to be Held: | | Gila County Fair | |
| Contact Person for Event: | | Janet Cline, Chairman | |
| Telephone No.: | | 928-812-4333 | |
| Date(s) Requested: | | September 20, 2012 | thru September 23, 2012 |
| Time of Event: | | 9:00 am | to midnight |
| Estimate How Many People Will Attend Event: | | 4000-5000 for all 4 days | |
| Liquor License No. and Sold by (Name): | | | Served only? |
| Will this event be public or private? | | <input checked="" type="checkbox"/> Public | <input type="checkbox"/> Private |
| If public, would you like this event listed on the Gila County Fairgrounds webpage? | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Information to be posted on webpage: | | Is there an entrance fee? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Adults: | \$5.00 | Children: | \$5.00 for 5 years & up |
| | | Seniors: | \$5.00; Senior day Friday -free |

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

| | | |
|--|------|----------|
| First Day of Event - \$350.00 | | |
| Each Additional Day of Event - \$250.00 | Days | |
| (\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00 | | \$150.00 |
| Key Deposit - \$25.00 | | \$25.00 |

Commercial Building: Capacity is 320 people.

| | | |
|--------------------------------|------|--|
| First Day of Event - \$200.00 | | |
| Each additional Day - \$100.00 | Days | |

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

ATV Grounds

| | | |
|---|------|--|
| \$75.00 per day; \$300.00 per week (5 days) | | |
| | Days | |

Rodeo Arena

| | | |
|--|-------|--|
| First Day of Event - \$1,200.00 + set up charges | | |
| \$150.00 for each additional day | Days | |
| \$25.00 per hour for lights | Hours | |

Grandstand Area

| | | |
|-------------------------------|------|--|
| First Day of Event - \$500.00 | | |
| \$150.00 each additional day | Days | |

Livestock Shed A (60 x 120)

| | | |
|------------------|------|--|
| \$150.00 per day | | |
| | Days | |

Livestock Shed B (80 x 120)

| | | |
|------------------|------|--|
| \$150.00 per day | | |
| | Days | |

Livestock Shed C (30 x 120)

| | | |
|------------------|------|--|
| \$150.00 per day | | |
| | Days | |

Horse Stall(s)

| | | |
|----------------------|------|--|
| \$10.00 Each per day | | |
| | Days | |

Car Track/Motor Cross

| | | |
|------------------|------|--|
| \$150.00 per day | | |
| | Days | |

Other Areas at Fairgrounds

| | | |
|------------------|------|--|
| \$150.00 per day | | |
| | Days | |

TOTAL FEE(S) DUE:

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

| | | |
|---|--|---|
| Name of Individual or Organization: | Gila County Fair | |
| Address of Individual or Organization: | P.O. Box 906, Globe, Arizona 85502 | |
| Function to be Held: | Gila County Fair | |
| Contact Person for Event: | Janet Cline, Chair | |
| Telephone Number: | (928) 512-4333 | |
| Date(s) Requested: | Thursday, September 20, 2012 thru Sunday, September 23, 2012 | |
| Time of Event: | Start: 10:00 a.m. | End: 10:00 p.m. |
| Estimate How Many People Will Attend Event: | 4000 to 5000 | |
| Will Liquor Be on the Premises: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Where Will Event Be Held: | Exhibit Hall <input type="checkbox"/> | Commercial Bldg. <input type="checkbox"/> |
| | Rodeo Arena <input type="checkbox"/> | Grandstands <input type="checkbox"/> |
| | Other Area: <input checked="" type="checkbox"/> | |
| How Many AZ Post Certified Officers Needed: | | |
| How Many Sheriff's Office Reserves Needed: | | |

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and the **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

Applicant Signature: Janet Cline Date: 8/28/12
 (DO NOT WRITE BELOW THIS LINE)

| | | |
|--|---|-----------------------------|
| Security Will Be Provide for the Above Event and Date: | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| Name of Officers Who Will Provide Security: | | |
| | SEVERAL OFFICERS | |
| | TAKE OUT THE EVENT | |
| | ALSO WORK HARD SHIFTS | |
| Name of Reserves Who Will Provide Security: | | |
| | SEVERAL OFFICERS TAKE OUT | |
| | THE EVENT | |
| | | |
| | | |

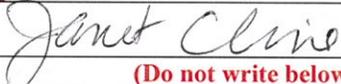
I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.
 Sheriff's Office Representative: [Signature] Date: 08/29/12

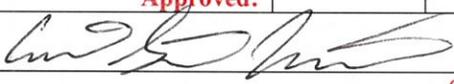
POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 480 persons are expected to attend a private event;
 - d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
 - e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security/traffic control personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and/or completed on line, and e-mailed to lrodriguez@gilacountyaz.gov or mail original to:

**Linda Rodriguez, Administrative Manager
1400 E. Ash Street, Globe, AZ 85501**
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

| | | | |
|---------------------------------------|---|--------------|---------|
| Applicant Signature: |  | Date: | 8-28-12 |
| (Do not write below this line) | | | |

| | | | |
|-----------------------------|---|------------------|---------------------|
| E.M./F.G. Checklist: | | | |
| Conflict with dates: | Rental Fees: | Security: | Insurance: |
| | Approved: | | Disapproved: |
| Signature: |  | | 8-29-12 |
| | County Personnel Signature | | Date |
| Signature: | | | |
| | Chairman | | Date |
| | Gila County Board of Supervisors | | |

**Gila County Fair Committee
P.O. Box 906
Globe, Arizona 85502**

August 29, 2012

**Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501**

RE: Request for Waiver of Fees for use of the Gila County Fairgrounds for the 2012 County Fair

The Gila County Fair is scheduled for September 20, 2012 through September 23, 2012. The Gila County Fair has for many years provided the community of Gila County a yearly Fair for families to participate in various 4-H programs and to enjoy and learn from the variety of activities available at the Fair.

The Fair also allows the youth involved in 4-H programs to carry on family traditions of participating in 4-H programs and to show their year-long projects; it is a place where local businesses can display and advertise their products and/or businesses and the County Fair brings business to the local community.

The use of the Fairgrounds' facilities will give the Gila County Fair Committee an opportunity to raise funds to continue to improve and hold the annual Gila County Fair.

The waiver of fees would greatly assist the Fair Committee financially.

Your support is appreciated.

Thank you,

**Janet Cline,
Gila County Fair Chairperson**

ARF-1463

Consent Agenda Item 3- F

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Marian Sheppard

Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Gila County Rodeo Committee Special Event Liquor License Application for September 21 & 22, 2012.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 4 days of the allowable 10 days to serve liquor at a special event in 2012. (On April 17, 2012, the Board of Supervisors previously approved the dates of May 12 and 13 for 2012.)

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fair Bull Riding event on September 21, 2012, and the Team Roping event on September 22, 2012.

Attachments

GC Rodeo Committee Special Event Liq Lic App

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for ⁴_____ days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Gila County Rodeo Committee 100%
Percentage

Address P.O. Box 1538 Globe, Arizona 85502

Name _____ Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

¹_____ # Police Fencing
⁴_____ # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

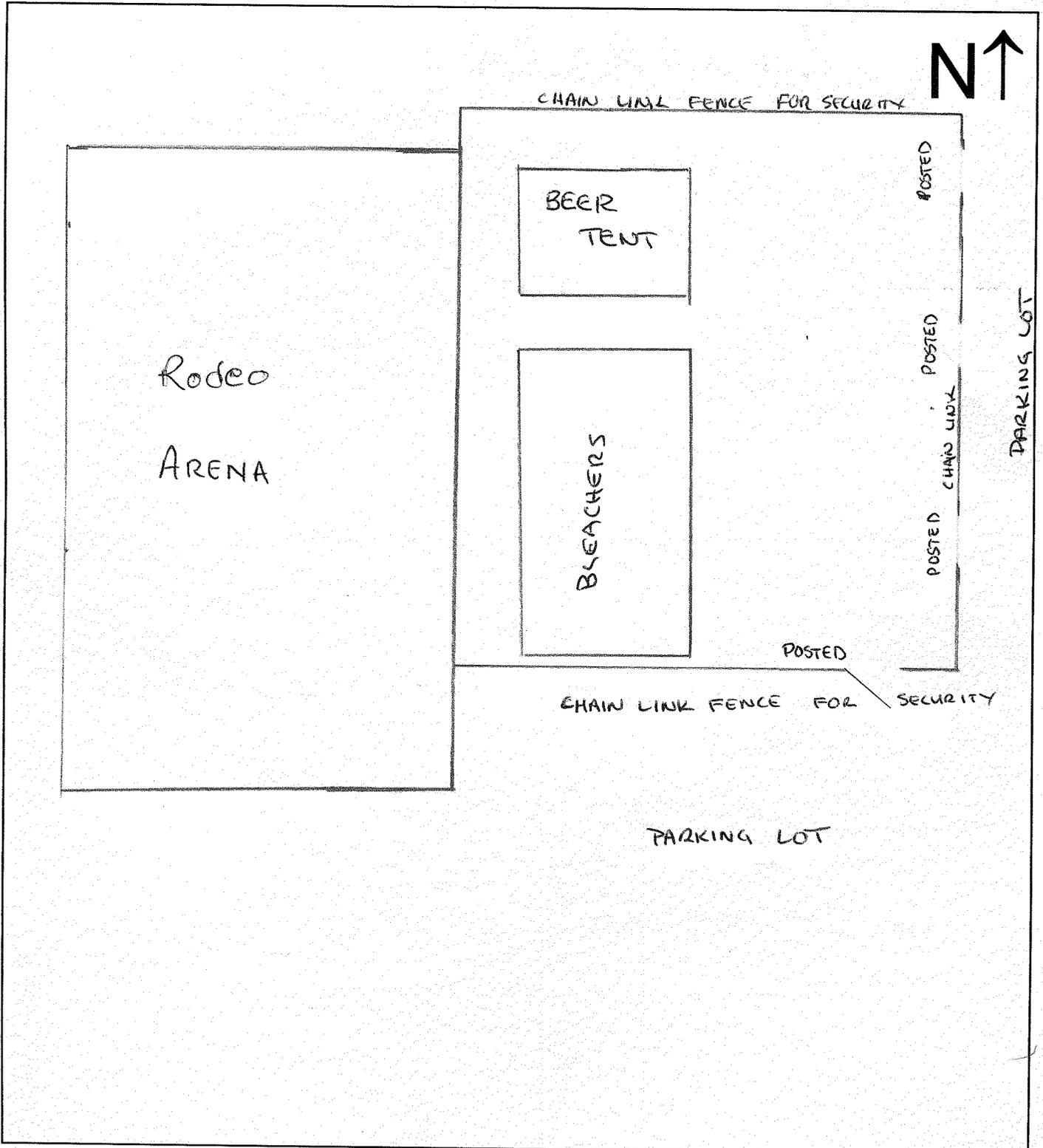
(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

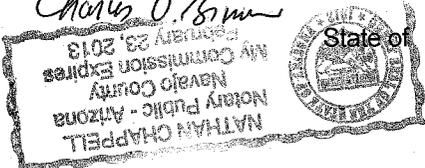
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Charles Olen Brewer declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O. Brewer President 09/04/2012 (928) 200-1237
 (Signature) (Title/Position) (Date) (Phone #)



Gila County of Arizona

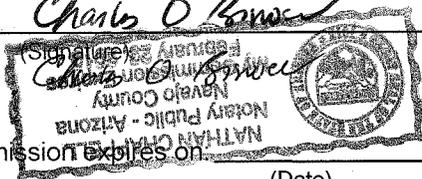
The foregoing instrument was acknowledged before me this 4 Day September Month 2012 Year

My Commission expires on: _____ (Date) _____ (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Charles Olen Brewer declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O. Brewer State of Arizona County of Gila
 (Signature) (Title/Position) (Date) (Phone #)



The foregoing instrument was acknowledged before me this 4 Day September Month 2012 Year

My commission expires on: _____ (Date) _____ (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

 (Title) _____ (Date)

ARF-1474

Consent Agenda Item 3- G

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Cobre Valley Regional Medical Center Foundation Special Event Liquor License Application for Nov. 3, 2012

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Cobre Valley Regional Medical Center Foundation will have used 1 day of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Cobre Valley Regional Medical Center Foundation to serve liquor on November 3, 2012, at the Gila County Fairgrounds for its annual Art and Wine Auction.

Attachments

Cobre Valley Regional Medical Center Foundation Special Event Liq Lic App

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for ^{ms} ~~10~~ 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name CV HOSPITAL FOUNDATION 100%
Percentage

Address _____

Name _____ Percentage _____
Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police Fencing
_____ # Security personnel Barriers

SECURED BUILDING WITH INGRESS/EGRESS CONTROL

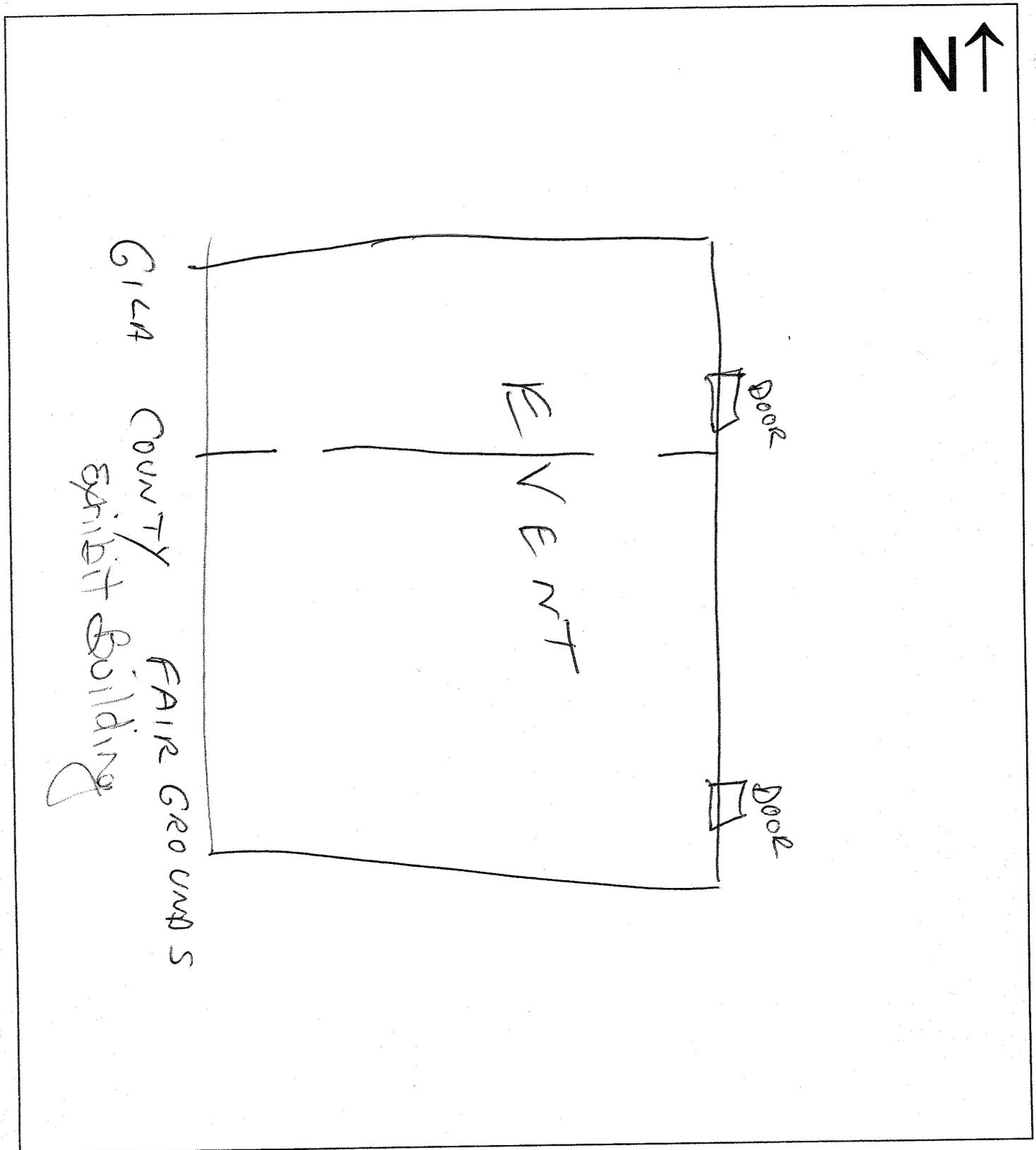
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

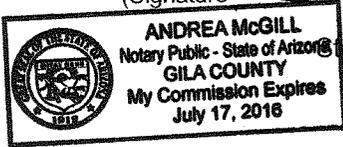
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, James R. Edwards declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] (Signature) _____ (Title/Position) 9/4/2012 (Date) (88) 402-1123 (Phone #)



State of Arizona County of Gila

The foregoing instrument was acknowledged before me this 4th Day of September 2012 Year

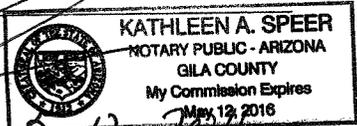
My Commission expires on: 7-17-16 (Date)

[Signature] (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, TED J. SCHAEFER declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] (Signature) _____ State of ARIZONA County of GILA



The foregoing instrument was acknowledged before me this 4th Day of SEPTEMBER 2012 Year

My commission expires on: 5-12-2016 (Date) 5-12-2016

[Signature] (Signature of NOTARY PUBLIC) KATHLEEN A. SPEER

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____
 _____ (Title) _____ (Date)

ARF-1459

3- H

Regular BOS Meeting

Meeting Date: 09/18/2012

Reporting Period: Clerk of Court Report for the Month of June 2012

Submitted For:

Vicki Aguilar

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk of
the Superior
Court

Information

Subject

Clerk of Superior Court Report for the Month of June 2012

Suggested Motion

Approval of the June 2012 monthly activity report submitted by the Clerk of the Superior Court.

Attachments

Clerk of Court June 2012 Monthly Report

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
JUNE 2012**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 7/2/2012 8:16:37 AM

Criteria : From Date : 6/1/2012 To Date : 6/30/2012

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|--|--------------------------------|----------------|------------------------------------|----------------|-------------------|-----------------|------------------------|--------------|--------------|
| Agency Name : | | | | | | | | | |
| | | 5555 | HOLD ACCOUNT | \$18085.49 | | (\$36169.46) | | (\$18083.97) | \$0.00 |
| Agency Name : BOND POSTED - THIS COURT | | | | | | | | | |
| ZBND | BOND POSTED - THIS COURT | ZBND | BOND POSTED - THIS COURT | \$26500.00 | | | (\$2000.00) | \$24500.00 | \$0.00 |
| Agency Name : D.A.R.E. PROGRAM | | | | | | | | | |
| ZDARE | D.A.R.E. PROGRAM | ZDARE | D.A.R.E. PROGRAM | \$55.00 | | \$5.00 | | \$60.00 | \$0.00 |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND | | | | | | | | | |
| ZEORF | ELECTED OFFICIALS RETIRE. FUND | ZEORF | ELECTED OFFICIALS RETIRE. FUND | \$2004.09 | | \$13.34 | | \$2017.43 | \$100.87 |
| Agency Name : GILA COUNTY TREASURER | | | | | | | | | |
| ZCNTY | GILA COUNTY TREASURER | ZOS2 | 2011 ADDTNL ASSMNT -CNTY TRSR | \$1.00 | | \$4.00 | | \$5.00 | \$0.25 |
| | | ZOS1 | 2011 ADDTNL ASSMNT -STATE TRSR | \$8.00 | | \$32.00 | | \$40.00 | \$2.00 |
| | | ZVAPB | 30% INTERSTATE COMPACT | \$60.00 | | | | \$60.00 | \$3.00 |
| | | ZIAAF | ADMINISTRATIVE INDIGENT ASSESSMENT | \$294.44 | | \$167.50 | | \$461.94 | \$0.00 |
| | | ZADR | ALTER. DISPUTE RESOLUTION FUND | \$45.71 | | \$0.30 | | \$46.01 | \$2.30 |
| | | ZATT | ATTORNEY FEE REIMBURSEMENT | \$365.00 | | \$42.13 | | \$407.13 | \$0.00 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/cclerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZALTF | AZ LENGTHY TRIAL FUND | \$315.00 | | \$1.38 | | \$316.38 | \$15.82 |
| | | ZFEE | BASE FEES (GENERAL FUND) | \$4233.85 | | \$28.01 | | \$4261.86 | \$213.09 |
| | | ZFINE | BASE FINES | \$4349.05 | | \$2414.00 | | \$6763.05 | \$338.15 |
| | | ZFORF | BOND FORFEITURES | | | | \$2000.00 | \$2000.00 | \$100.00 |
| | | ZCIEF | CHILDREN ISSUES EDUC FUND | \$245.16 | | | | \$245.16 | \$12.26 |
| | | ZCEF | CLEAN ELECTIONS FUND | \$384.88 | | \$385.52 | | \$770.40 | \$0.00 |
| | | ZCIF | CONFIDENTIAL INTERMEDIARY FUND | \$33.26 | | \$0.23 | | \$33.49 | \$1.67 |
| | | ZJDET | COUNTY JUV DETENTION | \$180.00 | | \$3093.31 | | \$3273.31 | \$163.67 |
| | | ZCLLF | COUNTY LAW LIBRARY FUND | \$2003.96 | | \$13.35 | | \$2017.31 | \$100.87 |
| | | ZCJEF | CRIMINAL JUSTICE ENHANCE FUND | \$1818.20 | | \$2365.90 | | \$4184.10 | \$209.21 |
| | | ZDNAS | DNA STATE SURCHARGE | \$235.11 | | \$104.33 | | \$339.44 | \$16.97 |
| | | ZDS | DOCUMENT STOR. & RETRIEVAL FND | \$846.59 | | \$1.38 | | \$847.97 | \$42.40 |
| | | ZDVCA | DOM. VIOL.-CHLD ABUSE PREV FND | \$252.49 | | \$1.67 | | \$254.16 | \$12.71 |
| | | ZDREF | DOMESTIC RELATIONS EDUCATION | \$254.13 | | | | \$254.13 | \$12.71 |
| | | ZDVSF | DOMESTIC VIOLENCE SHELTER FUND | \$1161.87 | | \$57.74 | | \$1219.61 | \$60.98 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZDECJ | DRUG & GANG ENFORCEMENT FINES | \$409.62 | | \$1544.85 | | \$1954.47 | \$97.72 |
| | | ZDGEF | DRUG & GANG ENFORCEMENT FUND | \$171.00 | | \$1.14 | | \$172.14 | \$8.61 |
| | | ZDCRT | DRUG COURT FEE FUND | \$680.00 | | \$60.00 | | \$740.00 | \$37.00 |
| | | ZDUIA | DUI ABATEMENT FUND | \$250.00 | | \$10.00 | | \$260.00 | \$13.00 |
| | | ZCSVF | EXPEDITED CHILD SUPPORT AND | \$838.66 | | | | \$838.66 | \$41.93 |
| | | ZWITN | EXPERT WITNESS FUND | \$600.00 | | | | \$600.00 | \$0.00 |
| | | ZEXAP | EXTRA ADULT PROBATION ASMNT | \$1929.81 | | \$231.63 | | \$2161.44 | \$108.07 |
| | | ZEXJU | EXTRA JUV PROBATION ASMNT | \$1083.04 | | \$496.88 | | \$1579.92 | \$79.00 |
| | | ZEXT | EXTRADITION REIMBURSEMENT | \$104.00 | | | | \$104.00 | \$0.00 |
| | | ZFTGS | FILL-THE-GAP SURCHARGE (7%) | \$268.39 | | \$269.83 | | \$538.22 | \$26.91 |
| | | ZCC | GEN JURIS CONCILIATION COURT | \$1300.22 | | | | \$1300.22 | \$65.01 |
| | | ZGCAT | GILA COUNTY ATTORNEY - 60% | \$4704.73 | | \$1675.02 | | \$6379.75 | \$0.00 |
| | | ZGCLK | GILA COUNTY CLERK OF THE COURT - 10% | \$784.11 | | \$279.16 | | \$1063.27 | \$0.00 |
| | | ZGCSC | GILA COUNTY SUPERIOR COURT - 30% | \$2352.36 | | \$837.51 | | \$3189.87 | \$0.00 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZJF | JAIL (INCARCERATION) FEES | \$11.86 | | | | \$11.86 | \$0.00 |
| | | ZJCLF | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | \$983.88 | | \$6.56 | | \$990.44 | \$49.52 |
| | | ZJCSF | JUDIC. COLLECT. ENHANCE. FUND - STATE | \$2235.93 | | \$14.90 | | \$2250.83 | \$112.54 |
| | | ZJCL | JUDICIAL COLLECT ENHANCE FUND - LOCAL | \$113.95 | | \$127.95 | | \$241.90 | \$0.00 |
| | | ZJCS | JUDICIAL COLLECT ENHANCE FUND - STATE | \$211.63 | | \$241.05 | | \$452.68 | \$0.00 |
| | | ZJURY | JURY FEES | \$25.00 | | | | \$25.00 | \$1.25 |
| | | ZJDO | JUVENILE DIVERSN FUND OVER \$40 | | | \$134.00 | | \$134.00 | \$6.70 |
| | | ZJDU | JUVENILE DIVERSN FUND UNDER \$40 | | | \$536.00 | | \$536.00 | \$26.80 |
| | | ZJS | JUVENILE PROBATION SERV FEES | \$2069.09 | | \$2025.29 | | \$4094.38 | \$204.72 |
| | | ZMSEF | MEDICAL SERVICES ENHANCE FUND | \$502.49 | | \$639.57 | | \$1142.06 | \$57.10 |
| | | ZMISC | MISCELLANEOUS FEES | \$32.20 | | (\$18.00) | | \$14.20 | \$0.71 |
| | | ZOS3 | OFFCR SAFETY EQUIP -CITY POLICE | \$4.00 | | \$12.00 | | \$16.00 | \$0.80 |
| | | ZOS4 | OFFCR SAFETY EQUIP -SHERIFF | | | \$4.00 | | \$4.00 | \$0.20 |

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|---|--------------------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZPP | PASSPORT APPLICATION FEES | \$1000.00 | | | | \$1000.00 | \$50.00 |
| | | ZPCOF | PRISON CONSTRUCTION AND | \$2627.44 | | \$103.00 | | \$2730.44 | \$136.52 |
| | | ZPRS6 | PROB SURCH 2006 | \$16.29 | | \$10.00 | | \$26.29 | \$1.31 |
| | | ZPBA | PROBATION FEE ADULT | \$9020.91 | | \$9561.91 | | \$18582.82 | \$929.14 |
| | | ZPRSU | PROBATION SURCHARGE (\$5.00) | \$5.67 | | \$12.64 | | \$18.31 | \$0.92 |
| | | ZPUBZ | PUBLIC DEFENDER FEES | \$21.00 | | \$1099.63 | | \$1120.63 | \$0.00 |
| | | ZPSEF | PUBLIC SAFETY EQUIPMENT FUND | \$1273.00 | | \$50.00 | | \$1323.00 | \$0.00 |
| | | ZSOMF | SEX OFFENDER MONITORING FND | \$40.00 | | | | \$40.00 | \$2.00 |
| | | ZSMEN | SPOUSAL MAINTENANCE FUND | \$95.00 | | | | \$95.00 | \$4.75 |
| | | ZSTAT | STATE TREASURER - GENERAL FUND | \$1542.30 | | \$40.33 | | \$1582.63 | \$79.13 |
| | | ZVAF | VICTIMS ASSISTANCE FUND | \$140.00 | | | | \$140.00 | \$7.00 |
| | | ZVRIF | VICTIMS RIGHTS IMPLEMENTATION | \$108.00 | | \$275.00 | | \$383.00 | \$19.15 |
| | | ZGFDU | XTRA DUI ASSMT | \$20.00 | | \$25.00 | | \$45.00 | \$2.25 |
| | | ZPRS9 | ZPRS9 | \$162.50 | | \$190.00 | | \$352.50 | \$17.63 |
| Agency Name : JUVENILE FAMILY COUNSELING FEE | | | | | | | | | |
| ZJFC | JUVENILE FAMILY COUNSELING FEE | ZJFC | JUVENILE FAMILY COUNSELING FEE | | | \$122.00 | | \$122.00 | \$6.10 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clk/clk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|---------------------------|-------------|----------------|-----------------|--------------------|-------------------|-----------------|------------------------|--------------------------|------------------|
| Agency Name : RESTITUTION | | | | | | | | | |
| ZREST | RESTITUTION | ZREST | RESTITUTION | \$18006.69 | | \$6819.52 | | \$24826.21 ✓ | \$0.00 |
| | | | Total: | \$119477.05 | | \$0.00 | \$0.00 | \$119477.05 | \$3602.42 |
| | | | | | | | | MONEY RELEASED FROM HOLD | +18,083.97 |
| | | | | | | | | | \$137,561.02 |
| | | | | | | | | LESS SHADED AREAS: | -51,525.64 |
| | | | | | | | | | \$ 86,035.38 |

Anita Escobedo Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

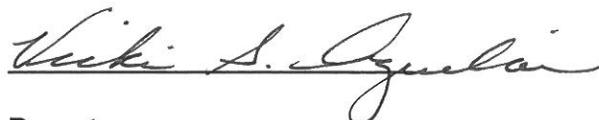
STATE OF ARIZONA)
) ss:
County of Gila)

**ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for
the County of Gila, and that the annexed and foregoing report contains a true and
correct statement of all fees collected by her in the office of said Clerk during the
month of JUNE, 2012.**


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9th day of JULY, 2012.


Deputy

ARF-1460

3- I

Regular BOS Meeting

Meeting Date: 09/18/2012

Reporting Period: Clerk of Court Report for the Month of July 2012

Submitted For:

Anita Escobedo

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk
of the
Superior
Court

Information

Subject

Clerk of Court Report for the Month of July 2012

Suggested Motion

Approval of the July 2012 monthly activity report submitted by the Clerk of the Superior Court.

Attachments

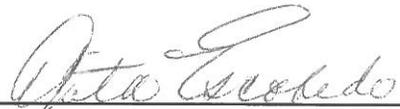
Clerk of Court July 2012

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
JULY 2012**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 8/7/2012 3:27:23 PM

Criteria : From Date : 7/1/2012 To Date : 7/31/2012

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|---|--------------------------------|----------------|------------------------------------|----------------|-------------------|-----------------|------------------------|-------------|--------------|
| Agency Name : | | | | | | | | | |
| | | 5555 | HOLD ACCOUNT | \$2765.00 | | (\$5267.00) | | (\$2502.00) | \$0.00 |
| Agency Name : BOND POSTED - THIS COURT | | | | | | | | | |
| ZBND | BOND POSTED - THIS COURT | ZBND | BOND POSTED - THIS COURT | \$4500.00 | | | | \$4500.00 | \$0.00 |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND | | | | | | | | | |
| ZEORF | ELECTED OFFICIALS RETIRE. FUND | ZEORF | ELECTED OFFICIALS RETIRE. FUND | \$2158.17 | | | | \$2158.17 | \$107.91 |
| Agency Name : GILA COUNTY TREASURER | | | | | | | | | |
| ZCNTY | GILA COUNTY TREASURER | ZOS2 | 2011 ADDTNL ASSMNT -CNTY TRSR | \$5.00 | | \$3.00 | | \$8.00 | \$0.40 |
| | | ZOS1 | 2011 ADDTNL ASSMNT -STATE TRSR | \$40.00 | | \$24.00 | | \$64.00 | \$3.20 |
| | | ZVAPB | 30% INTERSTATE COMPACT | \$57.00 | | | | \$57.00 | \$2.85 |
| | | ZIAAF | ADMINISTRATIVE INDIGENT ASSESSMENT | \$325.00 | | | | \$325.00 | \$0.00 |
| | | ZADR | ALTER. DISPUTE RESOLUTION FUND | \$49.29 | | | | \$49.29 | \$2.46 |
| | | ZATT | ATTORNEY FEE REIMBURSEMENT | \$675.00 | | | | \$675.00 | \$0.00 |
| | | ZALTF | AZ LENGTHY TRIAL FUND | \$311.02 | | | | \$311.02 | \$15.55 |
| | | ZFEE | BASE FEES (GENERAL FUND) | \$4476.88 | | | | \$4476.88 | \$223.84 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZFINE | BASE FINES | \$5536.83 | | | | | |
| | | ZCIF | CHILDREN ISSUES EDUC FUND | \$512.41 | | | \$334.43 | \$5871.26 | \$293.56 |
| | | ZCEF | CLEAN ELECTIONS FUND | \$359.93 | | | \$30.07 | \$512.41 | \$25.62 |
| | | ZCIF | CONFIDENTIAL INTERMEDIARY FUND | \$35.54 | | | | \$390.00 | \$0.00 |
| | | ZJDET | COUNTY JUV DETENTION | \$156.78 | | | | \$35.54 | \$1.78 |
| | | ZCLLF | COUNTY LAW LIBRARY FUND | \$2158.08 | | | | \$156.78 | \$7.84 |
| | | ZCJEF | CRIMINAL JUSTICE ENHANCE FUND | \$1728.18 | | | | \$2158.08 | \$107.90 |
| | | ZDNAS | DNA STATE SURCHARGE | \$210.53 | | | \$141.33 | \$1869.51 | \$93.48 |
| | | ZDS | DOCUMENT STOR. & RETRIEVAL FND | \$849.44 | | | \$21.04 | \$231.57 | \$11.58 |
| | | ZDVCA | DOM. VIOL.-CHLD ABUSE PREV FND | \$271.85 | | | | \$849.44 | \$42.47 |
| | | ZDREF | DOMESTIC RELATIONS EDUCATION | \$207.31 | | | | \$271.85 | \$13.59 |
| | | ZDVSF | DOMESTIC VIOLENCE SHELTER FUND | \$1251.30 | | | | \$207.31 | \$10.37 |
| | | ZDECJ | DRUG & GANG ENFORCEMENT FINES | \$373.67 | | | | \$1251.30 | \$62.57 |
| | | ZDGEF | DRUG & GANG ENFORCEMENT FUND | \$184.11 | | | | \$373.67 | \$18.68 |
| | | ZDCRT | DRUG COURT FEE FUND | \$610.00 | | | | \$184.11 | \$9.21 |
| | | | | | | | | \$610.00 | \$30.50 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

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Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZDUIA | DUI ABATEMENT FUND | \$15.00 | | | | \$15.00 | \$0.75 |
| | | ZCSVF | EXPEDITED CHILD SUPPORT AND | \$684.12 | | | | \$684.12 | \$34.21 |
| | | ZWITN | EXPERT WITNESS FUND | \$480.00 | | | | \$480.00 | \$0.00 |
| | | ZEXAP | EXTRA ADULT PROBATION ASMNT | \$2577.10 | | | | \$2577.10 | \$128.86 |
| | | ZEXJU | EXTRA JUV PROBATION ASMNT | \$543.09 | | \$111.54 | | \$654.63 | \$32.73 |
| | | ZEXT | EXTRADITION REIMBURSEMENT | \$205.00 | | | | \$205.00 | \$0.00 |
| | | ZFTGS | FILL-THE-GAP SURCHARGE (7%) | \$250.87 | | \$21.04 | | \$271.91 | \$13.60 |
| | | ZCC | GEN JURIS CONCILIATION COURT | \$1113.70 | | | | \$1113.70 | \$55.69 |
| | | ZGCAT | GILA COUNTY ATTORNEY - 60% | \$5037.57 | | \$246.60 | | \$5284.17 | \$0.00 |
| | | ZGCLK | GILA COUNTY CLERK OF THE COURT - 10% | \$839.58 | | \$41.10 | | \$880.68 | \$0.00 |
| | | ZGCSC | GILA COUNTY SUPERIOR COURT - 30% | \$2518.80 | | \$123.30 | | \$2642.10 | \$0.00 |
| | | ZJF | JAIL (INCARCERATION) FEES | \$18.24 | | | | \$18.24 | \$0.00 |
| | | ZJCLF | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | \$1059.42 | | | | \$1059.42 | \$52.97 |
| | | ZJCSF | JUDIC. COLLECT. ENHANCE. FUND - STATE | \$2407.83 | | | | \$2407.83 | \$120.39 |

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

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Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY | GILA COUNTY TREASURER | ZJCL | JUDICIAL COLLECT ENHANCE FUND - LOCAL | \$169.25 | | \$82.25 | | \$251.50 | \$0.00 |
| | | ZJCS | JUDICIAL COLLECT ENHANCE FUND - STATE | \$317.75 | | \$152.75 | | \$470.50 | \$0.00 |
| | | ZJURY | JURY FEES | \$25.00 | | | | \$25.00 | \$1.25 |
| | | ZJDO | JUVENILE DIVERSN FUND OVER \$40 | \$3.00 | | \$150.00 | | \$153.00 | \$7.65 |
| | | ZJDU | JUVENILE DIVERSN FUND UNDER \$40 | \$12.00 | | \$600.00 | | \$612.00 | \$30.60 |
| | | ZJS | JUVENILE PROBATION SERV FEES | \$1401.98 | | \$178.46 | | \$1580.44 | \$79.02 |
| | | ZMSEF | MEDICAL SERVICES ENHANCE FUND | \$476.57 | | \$39.09 | | \$515.66 | \$25.78 |
| | | ZMISC | MISCELLANEOUS FEES | \$103.51 | | | | \$103.51 | \$5.18 |
| | | ZOS3 | OFFCR SAFETY EQUIP -CITY POLICE | \$4.00 | | \$4.00 | | \$8.00 | \$0.40 |
| | | ZOS4 | OFFCR SAFETY EQUIP -SHERIFF | \$16.00 | | \$8.00 | | \$24.00 | \$1.20 |
| | | ZPP | PASSPORT APPLICATION FEES | \$1425.00 | | | | \$1425.00 | \$71.25 |
| | | ZPCOF | PRISON CONSTRUCTION AND | \$1836.59 | | \$100.00 | | \$1936.59 | \$96.83 |
| | | ZPRS6 | PROB SURCH 2006 | \$68.93 | | | | \$68.93 | \$3.45 |
| | | ZPBA | PROBATION FEE ADULT | \$11660.16 | | \$750.00 | | \$12410.16 | \$620.51 |
| | | ZPRSU | PROBATION SURCHARGE (\$5.00) | \$0.86 | | | | \$0.86 | \$0.04 |

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501



Summary Allocation by Agency Report

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|--|-----------------------|----------------|--------------------------------|-------------------|-------------------|-----------------|------------------------|---------------------------|------------------|
| ZCNTY | GILA COUNTY TREASURER | ZPUBZ | PUBLIC DEFENDER FEES | \$60.00 | | \$20.00 | | \$80.00 | \$0.00 |
| | | ZPSEF | PUBLIC SAFETY EQUIPMENT FUND | \$835.00 | | | | \$835.00 | \$0.00 |
| | | ZSMEN | SPOUSAL MAINTENANCE FUND | \$84.02 | | | | \$84.02 | \$4.20 |
| | | ZSTAT | STATE TREASURER - GENERAL FUND | \$668.03 | | | | \$668.03 | \$33.40 |
| | | ZVAF | VICTIMS ASSISTANCE FUND | \$133.00 | | | | \$133.00 | \$6.65 |
| | | ZVRIF | VICTIMS RIGHTS IMPLEMENTATION | \$126.15 | | \$125.00 | | \$251.15 | \$12.56 |
| | | ZGFDU | XTRA DUI ASSMT | \$50.00 | | | | \$50.00 | \$2.50 |
| | | ZPRS9 | ZPRS9 | \$312.50 | | \$145.00 | | \$457.50 | \$22.88 |
| Agency Name : MISCELLANEOUS - TRUST | | | | | | | | | |
| ZMIST | MISCELLANEOUS - TRUST | ZMIST | MISCELLANEOUS - TRUST | \$96.00 | | | | \$96.00 | \$0.00 |
| Agency Name : OVERPAYMENT FUND | | | | | | | | | |
| ZOVER | OVERPAYMENT FUND | ZOVER | OVERPAYMENT FUND | \$78.00 | | | | \$78.00 | \$0.00 |
| Agency Name : RESTITUTION | | | | | | | | | |
| ZREST | RESTITUTION | ZREST | RESTITUTION | \$12403.97 | | \$1815.00 | | \$14218.97 | \$0.00 |
| | | Total: | | \$79925.91 | | \$0.00 | | \$79925.91 | \$2549.91 |
| | | | | | | | | LESS SHADED AREAS: | |
| | | | | | | | | <u>21,051.14</u> | |
| | | | | | | | | 58,874.77 | |
| | | | | | | | | <u>+ 2,502.00</u> | |
| | | | | | | | | \$ 61,376.77 | |

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JULY, 2012.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 14th day of AUGUST, 2012.



Deputy

ARF-1482

Consent Agenda Item 3- J

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Marian Sheppard,
Chief Deputy
Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pine Strawberry Fuel Reduction, Inc. Special Event Liquor License Application for September 22, 2012.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

With approval of this application by the Board of Supervisors and the Department, beer and wine will be allowed to be served at a fund-raiser dinner to be held at the Fossil Creek Creamery by the Pine Strawberry Fuel Reduction, Inc. to raise funds for the Pine Strawberry Fuel Reduction Program. Included in this event is a wine fair of which a separate Application for Wine Festival License/Wine Fair License is being presented to the Board of Supervisors and the Department for approval.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors and the Department approves the application, Pine Strawberry Fuel Reduction, Inc. will have used 4 days of the allowable 10 days to serve liquor at a special event in 2012.

On February 7, 2012, the Board of Supervisors approved an Application for Special Event License for 3 days in 2012.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor during a fund-raiser dinner to be held at Fossil Creek Creamery on September 22, 2012.

Attachments

Pine Strawberry Fuel Reduction Inc. Special Event Liquor License App

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Pine Strawberry Fuel Reduction, Inc. 100%
Percentage

Address PO Box 67, Pine, AZ 85544

Name _____ Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

0 # Police Fencing
4 # Security personnel Barriers

This fund-raiser dinner will also include a wine fair, which will be held in a different roped/fenced off area from the dinner. Security personnel will be at the front entrance and will also patrol the event to ensure beer and

wine provided at the dinner will not enter the wine fair area and visa versa.
16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

10379 W. Fossil Creek Road



← Driveway

Security

Creamery
Building

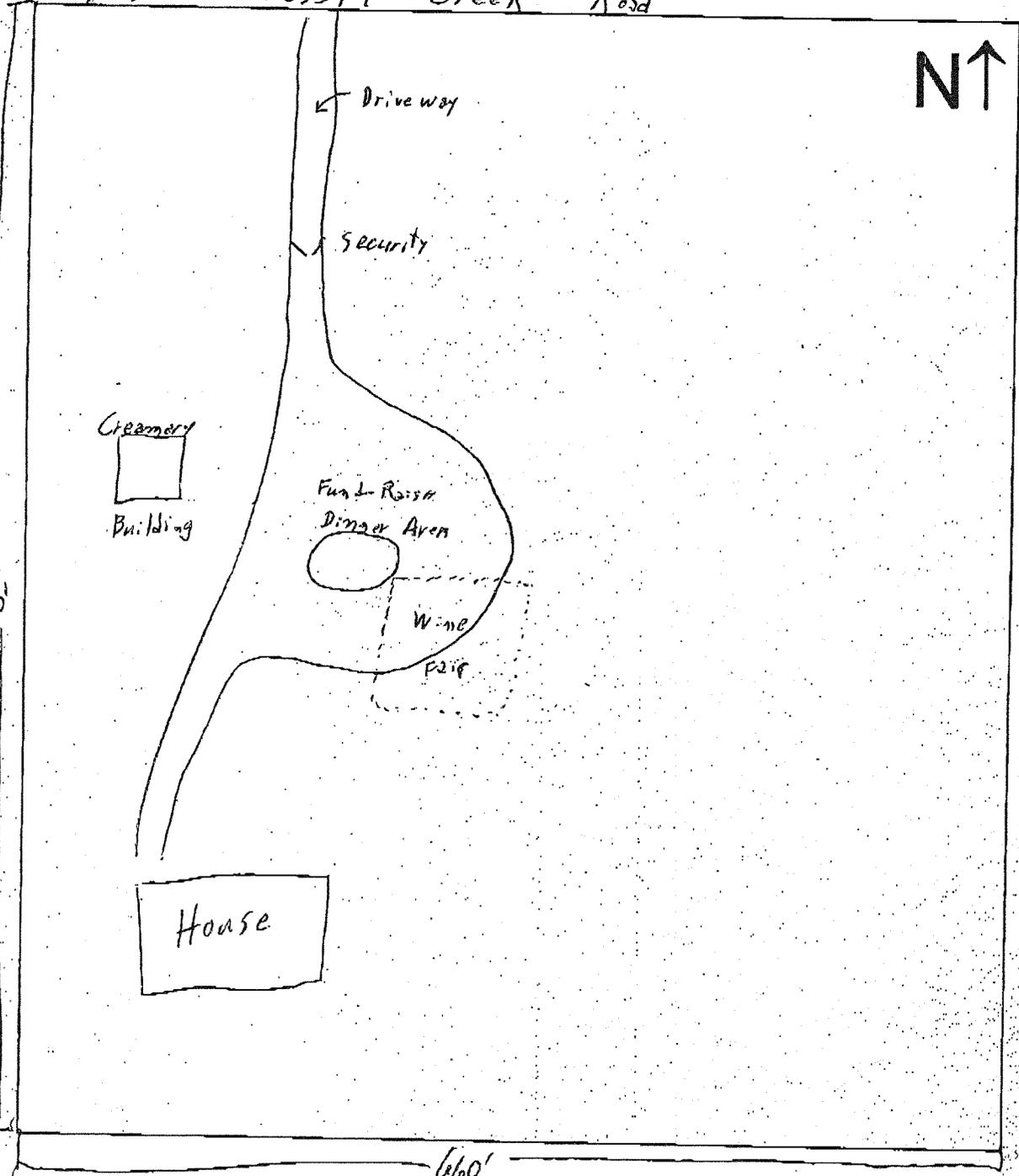
Fun & Raise
Dinner Area

Wine
Bar

House

660'

660'



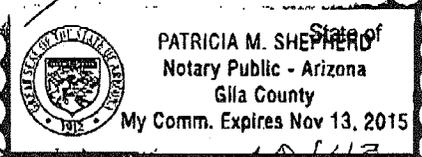
THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. Janet Brandt declares that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

Janet Brandt board member 9-11-12 928, 5950204
 (Signature) (Title/Position) (Date) (Phone #)

AZ County of Gila
 The foregoing instrument was acknowledged before me this 11 Sept 2012
 Day Month Year

Patricia M Shepherd
 (Signature of NOTARY PUBLIC)



My Commission Expires 11/13/2015
 (Date)

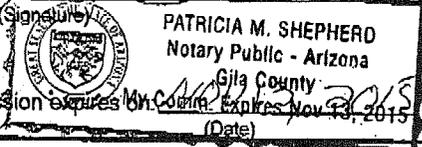
THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. Janet Brandt declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

Janet Brandt State of AZ County of Gila
 (Signature) (Title/Position) (Date) (Phone #)

The foregoing instrument was acknowledged before me this 11 Sept 2012
 Day Month Year

Patricia M Shepherd
 (Signature of NOTARY PUBLIC)



My Commission Expires 11/13/2015
 (Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, Tommy C. Martin of Supervisors hereby recommend this special event application
 (Government Official) (Title)

on behalf of Gila County
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

ARF-1483

Consent Agenda Item 3- K

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Marian Sheppard,
Chief Deputy
Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pillsbury Wine Co., LLC Application for Wine Festival License/Wine Fair License for September 22, 2012.

Background Information

A licensed domestic farm winery may submit an application to allow sampling of domestic farm winery products and the sale of such products for twenty-five (25) wine festival licenses for each calendar year, for up to a total of seventy-five (75) calendar days per winery. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

With approval of this application by the Board of Supervisors and the Department, Pillsbury Wine Co., LLC will be allowed to provide samples of its wine and sell bottles of wine at a Wine Fair being held in conjunction with the Pine Strawberry Fuel Reduction, Inc.'s fund-raiser dinner to be held at the Fossil Creek Creamery on September 22, 2012.

Conclusion

This domestic farm winery has properly completed the application and if the Board of Supervisors and the Department approves the application, Pillsbury Wine Co., LLC will have been issued 12 licenses for 2012 of the allowable 25 wine festival licenses per year.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the Department for its final approval.

Suggested Motion

Approval of an Application for Wine Festival License/Wine Fair License submitted by Pillsbury Wine Co., LLC to serve wine samples and sell its domestic wine during a Wine Fair being held in conjunction with the Pine Strawberry Fuel Reduction, Inc.'s fund-raiser dinner at the Fossil Creek Creamery on September 22, 2012.

Attachments

Pillsbury Wine Co Wine Festival License/Wine Fair License App

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

- 1. Applicant's Name: PILLSBURY SAMUEL WALLACE
Last First Middle
- 2. Business Name: PILLSBURY WINE CO LLC D.F.W. Lic#: 13023010
(Domestic Farm Winery License #)
- 3. Location of Festival: 10379 W. Fossil Creek Rd Strawberry AZ Gila 85344
(Physical location - Do not use PO Box) City County Zip
- 4. Mailing Address: 4109 EUA ESTRELLA PHOENIX AZ 85028
City State Zip
- 5. Date and hours of festival:

| DATE | DAY OF WEEK | HOURS FROM | HOURS TO |
|-------------|-----------------|--------------------|--------------------|
| <u>9/22</u> | <u>Saturday</u> | <u>1</u> a.m./p.m. | <u>8</u> a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |
| _____ | _____ | _____ a.m./p.m. | _____ a.m./p.m. |

- 6. Name and address of site owner: Bittner John + Joyce F
Last First Middle
- HCI-818 10379 W. Fossil Creek Strawberry AZ 85344
Address City State Zip
- 7. Phone Numbers: (928) 476-5778 (310) 508 3348 (602) 996 3259
Site Owner Applicant's Business Applicant's Residence

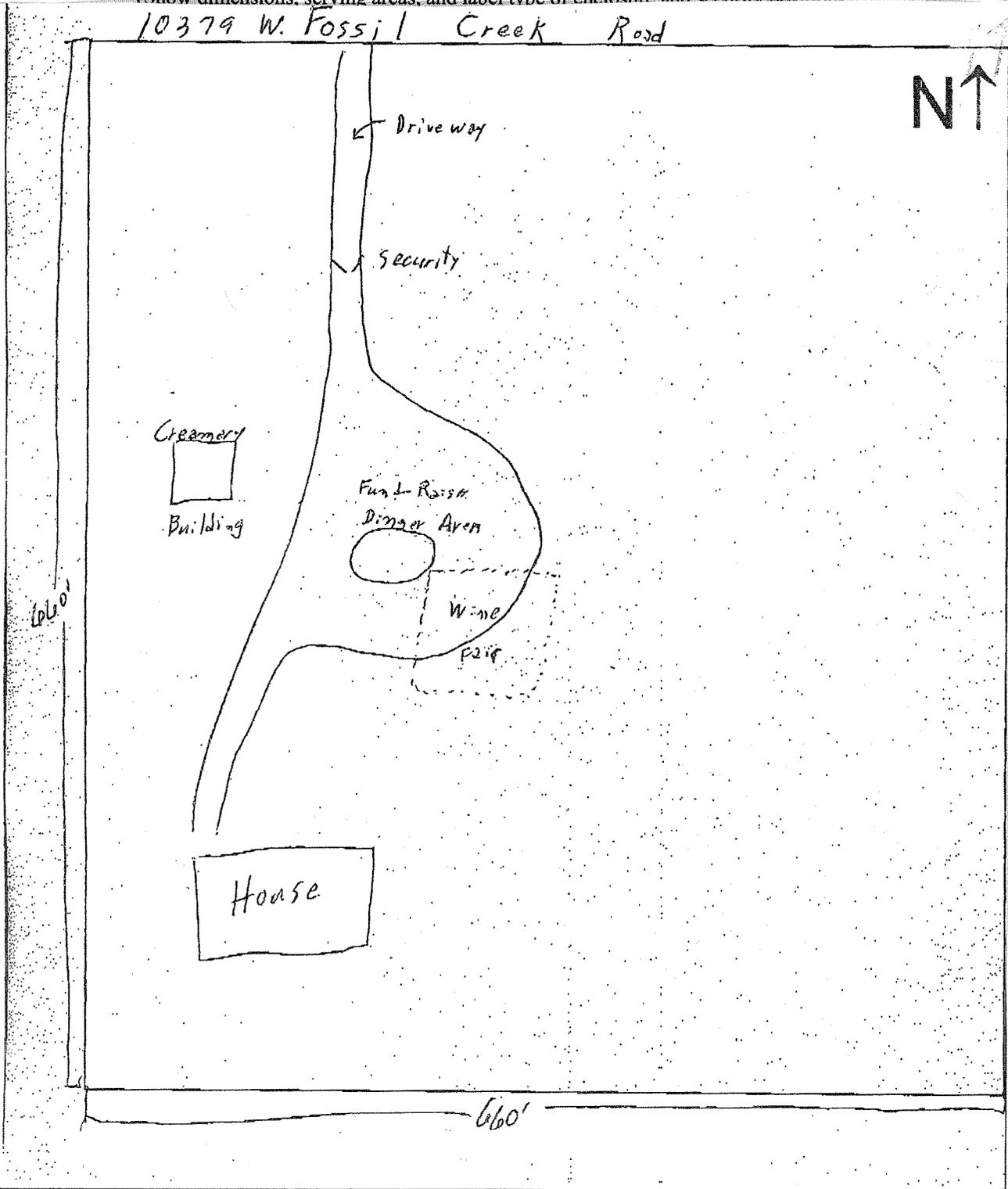
* Disabled individuals requiring special accommodation, please call (602) 542-9027.

WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM

(This diagram must be completed with this application)

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
(Show dimensions, serving areas, and label type of enclosure and security positions)

10379 W. Fossil Creek Road



ARF-1485

Consent Agenda Item 3- L

Regular BOS Meeting

Meeting Date: 09/18/2012

Submitted For: Marian Sheppard,
Chief Deputy
Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk,
BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates January 1, Grant?: No

Begin & End: 2013 to
December 31,
2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Arizona Department of Corrections Amendment No. 2 to an Inmate Work Contract (ADC Contract No. 02002DC)

Background Information

On November 20, 2001, the Board of Supervisors approved an Inmate Work Contract with the State of Arizona Department of Corrections (ADC), for and on behalf of its Arizona State Prison Complex-Phoenix/Globe, hereinafter referred to as the Department, which commenced when all signatures were affixed on the Contract or January 1, 2002, whichever date was later (the last signature affixed was December 12, 2001) through December 31, 2007, to implement the requirement that each able bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment.

On November 13, 2007, the Board of Supervisors approved Amendment No. 1 to this Inmate Work Contract, which extended the term of the contract for an additional five (5) years, effective January 1, 2008, through December 31, 2012, and added paragraphs S and T to Section 1 of the Contract.

Evaluation

On September 10, 2012, a letter from Leon George, Chief Procurement Officer of the ADC, was faxed to the office of Board of Supervisors' Chairman Tommie Martin requesting that she sign the attached Amendment No. 2 of the Inmate Work Contract and return it to ADC's office by September 18, 2012. Per Gila County policies and procedures, this Amendment must be presented to the Board of Supervisors to authorize the Chairman's signature on the Amendment.

This amendment extends the term of the Contract for one additional five-year period, effective January 1, 2013, through December 31, 2017, and changes the name of Arizona State Prison Complex-Phoenix/Globe Unit to Arizona State Prison Complex-Florence/Globe due to the transition of the Globe Unit from Phoenix to Florence.

Conclusion

Copies of the original Inmate Work Contract (ADC Contract No. 020020DC) and Amendment No. 1 to the Contract are attached to this agenda item as backup information regarding this agreement with the ADC.

Recommendation

It is recommended that the Board of Supervisors authorize the Chairman's signature on Amendment No. 2 to the Inmate Work Contract in order to allow inmates housed at Gila County detention facilities to continue providing manual labor as allowed under this Contract.

Suggested Motion

Approval of Amendment No. 2 to an Inmate Work Contract (ADC Contract No. 020020DC) between the Gila County Board of Supervisors and the State of Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex-Phoenix/Globe, to extend the Contract for an additional 5 years, effective January 1, 2013, through December 31, 2017, and to change the name to Arizona State Prison Complex-Florence/Globe.

Attachments

Contract 020020DC

Amendment 1 to Contract 020020DC

Amendment 2 to Contract 020020DC

Legal Explanation

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
2200 North Central Avenue, Suite 301
Phoenix, Arizona 85004

INMATE WORK CONTRACT

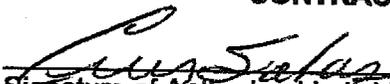
This Contract is entered into between the Gila County Board of Supervisors, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex-Phoenix/Globe (ASPC-PHX/Globe), hereinafter known as the Department.

This document, including the Scope of Services, Standard Work Provisions, Attachment #1, amendments or modifications, shall constitute the entire Contract between the parties and supercedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

CONTRACTOR

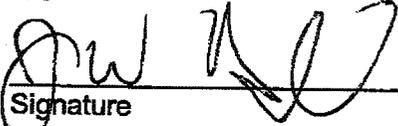
ARIZONA DEPARTMENT OF CORRECTIONS

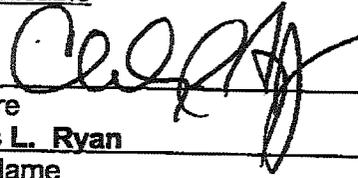
 11-20-01
Signature of Authorized Individual Date
Cruz Salas
Typed Name
Chairman, Board of Supervisors
Typed Title
1400 East Ash
Globe, Arizona 85501
Address

 12-12-01
Signature of Authorized Individual Date
Michael J. Smarik
Typed Name
Assistant Director, Division of Administrative Services
Typed Title
2005 North Central Avenue, Suite 600
Phoenix, Arizona 85004
Address

Approved as to form:

Additional Signatures as Applicable


Signature Date
James Hazel, Jr.
Typed Name
County Attorney
Typed Title

 12-4-01
Signature Date
Charles L. Ryan
Typed Name
Deputy Director, Prison Operations
Typed Title

ADC Contract No. 020020DC

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
2200 North Central Avenue, Suite 301
Phoenix, Arizona 85004

INMATE WORK CONTRACT

This Contract is entered into between the Gila County Board of Supervisors, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex-Phoenix/Globe (ASPC-PHX/Globe), hereinafter known as the Department.

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CONTRACTOR

ARIZONA DEPARTMENT OF CORRECTIONS

Cruz Salas 11-20-01
Signature of Authorized Individual Date
Cruz Salas
Typed Name
Chairman, Board of Supervisors
Typed Title
1400 East Ash
Globe, Arizona 85501
Address

Michael J. Smarik 12-12-01
Signature of Authorized Individual Date
Michael J. Smarik
Typed Name
Assistant Director, Division of Administrative Services
Typed Title
2005 North Central Avenue, Suite 600
Phoenix, Arizona 85004
Address

Approved as to form:

Additional Signatures as Applicable

James Hazel, Jr. 11/5/01
Signature Date
James Hazel, Jr.
Typed Name
County Attorney
Typed Title

Charles L. Ryan 12-4-01
Signature Date
Charles L. Ryan
Typed Name
Deputy Director, Prison Operations
Typed Title

Authority to Contract ADC:
A.R.S. §41-1604, et seq.
§31-252 et. seq.

Authority to Contract Contractor:
A.R.S. §11-251

Expiration Date:
December 31, 2007

WITNESSETH

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and

WHEREAS, the Contractor has a need for inmate labor force to support its normal maintenance and construction projects, and

WHEREAS, The Department is able to supply an inmate labor pool to support its normal maintenance and construction projects,

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

I. THE CONTRACTOR AGREES:

- A. To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- B. To appoint a work crew leader who shall provide technical supervision and, if necessary, job supervision and to serve as a contact person with the Department.
 1. Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 2. Job supervision means the Contractor's staff shall remain with assigned inmates for the length of the workday to ensure the inmates are supervised and accounted for.
- C. To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this Contract.
 1. Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
 2. If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.

- D. To provide ongoing training, direction and assistance to assigned inmates to ensure work tasks are performed correctly.
- E. To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
- F. To provide emergency medical services at the work site(s).
- G. To designate a staff member who shall serve as a liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- H. To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
 - 1. For the purposes of this Contract, workdays and work hours shall be Monday through Friday, 7:00 a.m. to 3:30 p.m., including transportation time.
 - 2. If work hours or workdays deviate from the parameters given above, such change shall be as mutually agreed between the Contractor and the Department.
- I. To employ adequate loss prevention procedures relative to Contractor's business operations in order to minimize job related injuries.
- J. To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- K. To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- L. To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedure shall be followed:
 - 1. Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 2. The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any change or alteration being accomplished.
 - a. Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.

- b. If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
3. Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1 and 2 above shall result in the immediate suspension of the work program.
 - a. The parties to this Contract may meet to discuss resolution.
 - b. If resolution cannot be achieved, this Contract shall be terminated.
 - c. The Contractor shall make final payment to the Department as directed herein.
- M. To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable, as authorized by the Department.
- N. Invoices for inmate labor are prepared bi-weekly. The Contractor shall make payment within five (5) business days of receipt of invoice. The check or warrant shall be made payable to ASPC-PHX/Globe Inmate Accounts and sent to the following address:

Arizona State Prison Complex-Phoenix/Globe
Attn: Business Manager
P.O. Box 2799
Globe, Arizona 85502

1. Accompanying each warrant, the Contractor shall provide a Payment Detail, which may be on any form commonly used by the Contractor, but shall include the following data:
 - a. Inmate name and ADC number
 - b. Hours worked
 - c. Rate of pay
 - d. Subtotal of each inmate
 - e. Total payment
- O. To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- P. That inmates assigned to this work program shall not drive a vehicle (over-the-road designation or otherwise) as part of their job responsibilities.
 1. That assigned inmates may operate Contractor's ride-on mowers as requested by the Contractor and approved by the Department.
 2. The Contractor shall provide written notice to the Department when inmates are needed to operate ride-on mowing equipment. No inmates shall be used to operate mowers until the Contractor receives written authorization from the Department.
 3. The Contractor shall document compliance with all requirements related to the use of equipment, provided training and safety precautions as stated in the Standard Work Provisions of this Contract.

- Q. To comply with Department written instructions that have a bearing upon the Contractor fulfilling assigned obligations under the terms of this Contract.
- R. To acquire and maintain the minimum insurance coverages and endorsements as shown in Attachment #1, unless waived in part as indicated below. Applicable coverages and endorsements shall be renewed annually for the duration of this Contract with verification in the form of an insurance certificate(s) provided to the Department each year. **Prior to Contract Execution**, the Contractor shall provide insurance certificates verifying that required coverages have been acquired. Any changes in the minimum insurance requirements or granted waivers during the term of this Contract shall be handled by formal amendment to the Contract. As applies to this Contract, no insurance requirements have been waived.

II. THE DEPARTMENT AGREES:

- A. To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's normal maintenance and construction projects. Work tasks shall include:
 - 1. Street and road maintenance
 - 2. Litter and weed control
 - 3. Building maintenance and renovation
 - 4. Landscaping and fencing
 - 5. Flood control
- B. To provide sack lunches for inmates and furnish all clothing, except special protective clothing.
- C. To provide security supervision of inmate workers in accordance with Department written instructions.
- D. To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- E. To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- F. To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- G. To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- H. To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.
- I. That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment

satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section I, of this Contract shall be followed.

1. All verbal communications between the Department and the Contractor regarding security/safety issues, or work site alterations shall be documented in writing for file.
 2. All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- J. To provide transportation of inmate workers to and from the work site(s). Inmate workers shall be transported in State owned vehicles only.
- K. To invoice the Contractor bi-weekly for payments due within five (5) business days of receipt of invoice. Invoices shall identify the following:
1. Inmate name and ADC number
 2. Hours worked
 3. Rate of pay
 4. Subtotal of each inmate
 5. Total payment invoiced
- L. That invoices shall be sent to the Contractor at the following address:

Gila County Board of Supervisors
Attn: Mr. Carmen Ceorso
1400 East Ash
Globe, Arizona 85501

III. IT IS MUTUALLY AGREED THAT:

- A. This Contract shall commence when all authorized signatures are affixed or January 1, 2002 whichever date is later. The expiration date shall be December 31, 2007 contingent upon availability of funds and resources to each party with which to carry out its part of the Contract. Unless terminated sooner as permitted herein, this Contract shall be automatically renewed for one additional five (5) year term, effective January 1, 2008.
- B. The Department shall have the right to suspend the work program, during the term of the Contract, due to unavailability of resources. In this event the Department shall provide written notice to the Contractor's contact person and copy the Department's Contract Administration Office for master file documentation. If the work program is suspended and as previously stated, the Contractor is required to provide proof of the required insurance coverages prior to the continuation of the work program.
- C. Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
1. The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.

2. The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- D. If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) workdays after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
 - E. This Contract may be terminated without cause by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective ten (10) days after mailing by certified mail, return receipt requested, to the other party.
 - F. Upon termination of this Contract in accordance with terms and conditions as stated herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
 1. All outstanding payments for services provided by the terms of this Contract shall be forwarded to the Department by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within two (2) weeks after termination of the Contract.
 2. Payments made by the Contractor to the Department shall be in agreement with the Department's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, then the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
 - G. Changes to the Contract to accomplish the following may be handled by written notice rather than formal amendment. All other changes shall be accomplished by formal amendment, signed by all parties.
 1. Change of address of Contractor or Department.
 2. Change of Contractor or Department authorized signatory, or designee, unless such change impacts respective obligations under this Contract.
 3. Change in the name or address of the person(s) to whom notices, invoices, or payments are to be sent.
 4. Change(s) in work locations under the Contractor's ownership and operation.
 - H. To retain for inspection and audit by the State all books, accounts, reports, files and other records relating to the performance of this Contract for a period of five (5) years after its completion. Upon request by either party, a legible copy of all such records shall be produced at the administrative office of the requesting party or at the Office of the State Auditor General. The original of all such records shall also be available and produced for inspection and audit when requested by either party or the Auditor General to verify authenticity of copy.
 - I. The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of Contractor personal property loss due to alleged negligence by the Department or the State.

- J. Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. §31-254.
- K. This Contract is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are incorporated herein.
- L. Each party to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- M. Each party to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.
- N. The Contractor shall comply with State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and State employment laws, rules and regulations, including the Americans With Disabilities Act. The Contractor shall take action to ensure that applicants for employment and employees are not discriminated against due to race, religion, age, sex, national origin or disability.
- O. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- P. The terms of this Contract are intended only to define the respective rights and obligations of the Contractor and the Department. Nothing expressed herein shall create any rights or duties in favor of the inmates or any other third party of any kind or nature.
- Q. Each party to this Contract recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharge.
- R. This Contract shall be governed and interpreted by the laws of the State of Arizona including the Arizona Procurement Code (A.R.S. §41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901, et seq.).

INMATE WORK PROGRAM UTILIZING CONTRACTOR JOB SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and *no* information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's

**STANDARD WORK PROVISIONS
INMATE WORK PROGRAM**

ADC Contract No. 020020DC

personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

- M. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- N. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- O. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

MINIMUM INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least a VII in the current A.M. Best's, the minimum insurance coverage below:

1. Workers' Compensation insurance for the **Contractor's employees** to cover obligations imposed by Federal and State statutes and employers' liability insurance with a minimum of five hundred thousand dollars (\$500,000). Evidence of qualified self-insured status shall also suffice for this section.
 - a. In accordance with A.R.S. §31-254J, inmates associated with this Contract are **not considered employees of the Contractor** and do not come within the provision of Workers' Compensation provided in Title 23, Chapter 6 and are not entitled to any benefits thereunder whether on behalf of the inmate or any other person.
2. Commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of two million dollars (\$2,000,000). Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an occurrence basis, and endorsed to add the State of Arizona and the Department of Corrections as an additional insured with reference to this Contract. The policy shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual, Contractor's protective and products and completed operations.
3. Business automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to Contract Partner's vehicles (whether owned, hired, non-owned) assigned to or utilized in the performance of this Contract.
4. The policies identified in 2 and 3 above shall name the State of Arizona and the Department of Corrections as additional insured and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by the State, the Department or its employees shall be excess coverage and not contributory insurance to that provided by the Contractor.
5. If applicable, personal property insurance to cover the replacement costs for Contractor's personal property that may be located at a Department institution to support described work activities.

6. Failure on the part of the Contractor to procure and maintain the required liability insurance and provide proof thereof to the Department within thirty (30) days following the commencement of a new policy period, or renewal of a policy, shall constitute a material breach of the Contract upon which the Department may immediately terminate this Contract. Prior to the effective date of this Contract, the Contractor shall furnish the Department with an appropriately executed certificate of insurance. Such certificate shall identify this Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered until at least thirty (30) days prior written notice has been given to the Department. The Contractor may utilize the State of Arizona Certificate of Insurance (RM-7200.1) or other forms acceptable to the State to identify insurance coverage. The State of Arizona and the Department reserve the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ADC Contract No. 020020DC

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55303
Phoenix, Arizona 85007-3002

AMENDMENT NUMBER ONE

The Contract entered into between the Gila County Board of Supervisors, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections (Department), for and on behalf of its Arizona State Prison Complex-Phoenix/Globe (ASPC-PHX/Globe), hereinafter known as the Department is hereby amended as follows:

Pursuant to the provision of the referenced Contract, under Section 3.A, the Arizona Department of Corrections shall exercise the option to renew the Contract for five (5) years, effective January 1, 2008 through December 31, 2012.

Section 1, Paragraph S is added to read:

- S. To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.

Section 1, Paragraph T is added to read:

- T. In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages

AMENDMENT NUMBER ONE

ADC Contract No. 020020DC

Page 2

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

CONTRACTOR

ARIZONA DEPARTMENT OF CORRECTIONS

Jose M. Sanchez 11-13-07
 Signature of Authorized Individual Date
Jose M. Sanchez
 Typed Name
 Chairman, Board of Supervisors
 Typed Title
 1400 East Ash
 Globe, Arizona 85501
 Typed Address

John R. Hallahan 10/5/07
 Signature of Authorized Individual Date
John R. Hallahan
 Typed Name
 Division Director, Support Services
 Typed Title
 1601 West Jefferson, MC 328
 Phoenix, Arizona 85007-3002
 Typed Address

Additional Signatures as Applicable

Bryan Chambers 10/31/07
 Signature Date
BRYAN CHAMBERS
 Typed Name
 Chief Deputy County Attorney
 Typed Title

Samuel Sublett 11/30/07
 Signature Date
Samuel Sublett
 Typed Name
 Division Director, Offender Operations
 Typed Title

This amendment shall be effective when all signatures are affixed.

3

Arizona Department of Corrections



JANICE K. BREWER
GOVERNOR

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



CHARLES L. RYAN
DIRECTOR

September 10, 2012

Tommie Cline Martin, Chairman
Gila County Board of Supervisors
610 East Highway 260
Payson, Arizona 85547
Fax: (928) 474-0802

Re: Contract No. 020020DC, Inmate Labor with ASPC - Florence/Globe
Amendment No. Two

Dear Ms. Martin:

Enclosed for your review and authorized signature is the above referenced Amendment between the Arizona Department of Corrections and the Gila County Board of Supervisors.

Please sign and return by September 18, 2012 to the address below. Please do not make any changes to the enclosed documents prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Amendment will be sent to you for your records.

If you have any questions, please contact Bernadette Hill, Senior Procurement Specialist or me at (602) 542-1172.

Sincerely,

Leon George
Chief Procurement Officer

LG/bh

Enclosure

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55303
Phoenix, Arizona 85007-3002

AMENDMENT NUMBER TWO

The Contract entered into between the Gila County Board of Supervisors, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections for and on behalf of its Arizona State Prison Complex-Florence/Globe Unit (ASPC- Florence/Globe), hereinafter known as the Department is hereby amended as follows:

This Contract is hereby amended as follows:

Pursuant to the provision of the referenced Contract, under Section 3.A, the Arizona Department of Corrections shall exercise the option to extend the Contract for one additional five (5) year term, effective January 1, 2013 through December 31, 2017.

To change the name of Arizona State Prison Complex due to the transition of the Globe Unit from Phoenix to Florence:

From:

Arizona State Prison Complex – Phoenix/Globe Unit

To:

Arizona State Prison Complex – Florence/Globe

This Amendment shall also include and incorporate the following requirements:

In accordance with A.R.S §35-391 and A.R.S §35-393, the contractor hereby certifies that the contractor does not have scrutinized business in Sudan and Iran.

Government Procurement; E-Verify Requirement A.R.S. §41-4401

The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph listed herein.

Amendment No. TwoADC Contract No. 020020DC
Page Two

Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

Promoting prison contraband A.R.S. §13-2505:

A person, not otherwise authorized by law, commits promoting contraband;

By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

By knowingly conveying contraband to any persons confined in a correctional facility; or

By knowingly making, obtaining, or possessing contraband in a correctional facility.

Any person who has reasonable grounds to believe there has been a violation or attempted violation of this section shall immediately report such violation or attempted violation to the official in charge of the facility or to a peace officer.

Unlawful Sexual Conduct

A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

Federal Prison Rape Elimination Act 2003

The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

Amendment No. Two

ADC Contract No. 020020DC
Page Three

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All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

GILA COUNTY BOARD OF SUPERVISORS
FEDERAL ID# 866000444

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual _____ Date _____
Tommie Cline Martin
Name _____ Typed _____
Chairman, Board of Supervisors
Typed Title _____
610 East Highway 260
Payson, Arizona 85547
Typed Address _____

Signature of Authorized Individual _____ Date _____
Michael P. Kearns
Typed Name _____
Division Director, Support Services
Typed Title _____
1601 West Jefferson, MC 328
Phoenix, Arizona 85007-3002
Typed Address _____

Additional Signatures as Applicable

Signature _____ Date _____
Bryan Chambers
Typed Name _____
Chief Deputy County Attorney
Typed Title _____

Signature _____ Date _____
Typed Name _____
Typed Title _____

Prepared by: Bernadette Hill, Senior Procurement Specialist
Date: September 10, 2012

This amendment shall be effective when all signatures are affixed.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1455

3- M

Regular BOS Meeting

Meeting Date: 09/18/2012

Reporting Period: August 20, 2012, BOS Meeting Minutes

Submitted For:

Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marilyn
Brewer,
Deputy Clerk,
BOS, Clerk of
the Board of
Supervisors

Information

Subject

August 20, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the August 20, 2012, BOS meeting minutes.

Attachments

BOS 08-20-12 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: August 20, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Donald Engler led the Pledge of Allegiance and Reverend Anthony Garrisi of the First Baptist Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Detective Mike Varga of the Payson Police Department.

Patti Hortman, Chief Deputy County Attorney, speaking on behalf of County Attorney Daisy Flores, presented Detective Mike Varga of the Payson Police Department with the Officer of the Quarter award and gave a brief summary of his background and the reasons he was nominated for the award. Donald Engler, Payson Chief of Police, who is Detective Varga's supervisor, added that he was very proud of Detective Varga's accomplishments as well. Each Board member thanked Detective Varga for his dedicated service to the community.

2B. Information/Discussion regarding the progress of the Courthouse Security Project by the Courthouse Security Team.

Berthan DeNero, Human Resources Director, provided the following update to the Board regarding the Courthouse Security Project: The doors in the Globe

Courthouse hallways have had panic bars installed on them along with card access on every floor with the earliest access to the Courthouse changed to 7:45 a.m. Cameras have been installed around the interior and exterior of the Courthouse--19 of them outside, 8 on the third floor, 3 on the second floor and 8 on the first floor. The cameras are currently recording, and training continues for those who have permission and licensing to actually view those cameras on their desktop and/or in surveillance rooms. A price is being obtained for a laminate carbonate type of glass that won't shatter for the reception area windows at the Clerk of the Court's Office. Panic buttons/phone notification buttons have been installed in Globe in the Superior Court and Justice of the Peace and also in Payson, as well as the Sheriff's Office, Courtroom, Judge's Chambers, Superior Courtroom, County Attorney's Office and the Justice Court front desks. Also installed were mirrored glass doors in the Judges' hallways and they will have a special button to allow people to enter. Attorneys will have to be buzzed into the Court areas. Ms. DeNero stated that some of the next steps will include the coordination of hours of access in the elevators and stairwells after hours. For the fiscal year 2013 budget, there are now encumbrances of \$132,900 for phase 2. Phase 3 will be actual labor for employees at either one or two entrances with wands for allowing people through the metal detector areas, etc. Vice-Chairman Dawson expressed that she was glad the cameras are now operating and thanked the committee for their efforts in getting this accomplished. Chairman Martin inquired as to the time the maximum security and card readers would be installed at the County's Payson offices. Ms. DeNero stated that it has been priced out and she will be scheduling a meeting to determine the exact locations for the installation of the cameras and card readers. Vice-Chairman Dawson commented that the security in Payson has been better than in Globe for some time when the offices there were remodeled. Chairman Martin thanked Ms. DeNero for the update and stated, "I'm just wanting to push us until we get it done." No action was taken by the Board.

ITEM 3 – PUBLIC HEARINGS:

3A. Public Hearing-Information/Discussion/Action to adopt Resolution No. 12-08-04, which approves Gila County Planning and Zoning Case No. CUP-12-03, an application submitted by Jodi Brunschwig (Owner) for a Conditional Use Permit on Gila County Assessor's tax parcel no. 301-28-106 located at 5688 W. Karla Court in Pine, Arizona to allow a 320 square foot structure (a barn converted to a guest house without permits) to continue to be used as a guest house.

Robert Gould, Community Development Division Director, stated that this application is part of the process the County goes through when dealing with people who build without obtaining County-issued permits. Originally the building was built as a barn and between now and the time it was finalized as a barn, the owners converted it into a guest house. Guest houses are allowed; however, there are some stipulations in the building code that require a guest

house to be built in the rear yard and limited to a certain number of square feet and setbacks, etc. The one regulation that is not in compliance with this guest house is that it is located in the front yard. It is located on a 1-acre parcel and there are several trees surrounding the guest house that keep it well screened from both roadways—Karla Court and Mistletoe in Pine, Arizona. Mr. Gould stated that the Planning and Zoning Commission held a hearing on July 19, 2012, and unanimously recommended that the Board of Supervisors approve this application with the following conditions: 1) Building permits shall be obtained and the conversion of the barn into a guest house shall be inspected and approved by the Building Safety Department; 2) It is the owner's responsibility to find out what other approvals/permits are required, if any, including, but not limited to, floodplain and wastewater; 3) The owner is responsible for the fees to have a document recorded to deed that prohibits the rental, lease or sale of the guest house; 4) If additional sanitary facilities for the guest house are necessary, they shall be designed, constructed and approved according to Wastewater Department regulations; 5) Violations of any of the previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit; and 6) This Conditional Use Permit shall be reviewed for compliance after 5 years and if there are no violations, it will be automatically renewed. Mr. Gould noted that Angela Parker, Building Services Office Manager, who worked on this project, was present to answer any questions and the owners were also present in the County's Payson office. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-08-04, which approves Gila County Planning and Zoning Case No. CUP-12-03, an application submitted by Jodi Brunschwig (Owner) for a Conditional Use Permit on Gila County Assessor's tax parcel no. 301-28-106 located at 5688 W. Karla Court in Pine, Arizona to allow a 320 square-foot structure (a barn converted to a guest house without permits) to continue to be used as a guest house. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

ITEM 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to set primary and secondary property tax rates for 2012 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 12-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2012-2013.

Don McDaniel, County Manager, stated that this Resolution calls for the Board to set the tax rates and collect taxes and Exhibit A reflects the various tax rates and levies, which includes the cities, towns, and all of the special taxing districts, not just the tax rates for the County. He stated that the Finance Department has checked with each jurisdiction and verified that their numbers

are correct. There have been some changes based on valuation but Mr. McDaniel believes that these are all accurate and complete; therefore, he recommended adoption of the Resolution. Vice-Chairman Dawson stated that she wanted to comment regarding how this process comes about. She stated, "We have an expert who is running for office who is talking about that we receive the budget about 2 hours before we adopt it. He's such an expert on knowing how many months have gone into this process. He speaks with such authority, but the process of coming to these figures has taken months and not only for the County, but for each one of these districts and what they go through to decide. Only if you served on a school board or a fire district or whatever do you understand how these secondary taxes come to be on the County tax roles. If you are one who has never served on any such board, you don't understand it and you think Gila County suddenly is changing their taxes. Gila County, as this shows, has not raised their tax rate. Secondary taxes often go up because the people of those districts decide that they want a new school, they want a lighting district, whatever it might be, and the individuals understand, but when you have some politician getting on the radio professing to be the expert who is going to lower taxes, he is going against what the people of the districts, whatever they may be, have asked for. Anyway, I appreciate the fact that these few pieces of paper do not represent 2 hours of work. It represents hundreds of hours of effort and committees that have met for months in deciding how to best achieve the goals of the citizens." Chairman Martin stated, "I like to look at this as us ratifying not only our own tax rate, but all these other taxing authorities; that we are acknowledging and ratifying that they have done their (due) diligence. Another thing I would like to point out too is that many folks get their bill from the Treasurer and they believe they are paying the County all of these taxes and in fact they are paying the County about one-third of one half that comes to Gila County proper." She also pointed out that the County tax burden has gone down for the third straight year because the County is being very diligent with these funds. She then called on Don Ascoli, a resident of Payson. Mr. Ascoli stated that he attended last year's meeting when the tax rates were set, which was quite an education for him and as Vice-Chairman Dawson mentioned, many, many hours of work went into this effort. Mr. Ascoli also noted that he was present for the July 19, 2012, tentative budget meeting discussion where many of those points were brought out. Mr. Ascoli stated, "I think it was very well done publicly for the benefits of the citizens of this County so that when you set the tax rate for this year it all makes a lot more sense and it shows that the County has been doing its due diligence trying to keep the costs in line with the economic situation we're in." Mr. Ascoli concluded by stating, "I'm just here to compliment the process because I've become much more aware of how it works and thank you to the Board as well as the staff for making that happen." Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously set the primary and secondary property tax rates for 2012 for all taxing jurisdictions within Gila County and conveyed the tax rates for all jurisdictions to the County Treasurer, and adopted Resolution No. 12-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer

for fiscal year 2012-2013. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4B. Information/Discussion/Action to approve a request for community agency/economic development funds and instruct County staff to prepare and sign an Intergovernmental Agreement between Rim Country Education Foundation (RCEF) and Gila County wherein the County agrees to provide \$12,500 to RCEF and RCEF agrees to utilize the funds to pay for pre-development costs associated with bringing a four (4) year university to the Town of Payson in Gila County, Arizona.

Mr. McDaniel stated that this was a request for funds to support bringing in a 4-year university to Payson. The RCEF is a funding arm of the Rim Country Educational Alliance, which has formed the Separate Legal Entity with the Towns of Payson and Star Valley. The County's contribution in the amount of \$12,500 to the RCEF will actually be doubled and doubled again and will result in a complete gift to the RCEF of about \$50K based on other agencies agreeing to match gifts that are given by others. He stated that this is another opportunity for this Board of Supervisors to show its support for bringing a 4-year university to Payson, and he conveyed that County staff has also opined that it is a worthy expenditure of County funds. Chairman Martin advised that there were 2 people present to speak to the Board. She called on Richard Johnson, a resident of Payson, who stated that he was present on behalf of the RCEF and he was also a member of the Payson Mayor's Select Planning Committee that was organized to assist in support of bringing in a 4-year university to Payson. He stated that many people have spent a great deal of time and effort to bring the process along; however, the major hurdle and focus of their efforts is to secure the U.S. Forest Service property in Payson that will act as the site for the university. In order to secure that land and be successful in obtaining approval of a private sale of that land there must be compliance with all of the administrative steps that are required by the U.S. Forest Service, which include an environmental assessment, various studies and surveys that have to be done prior to consent being granted and the U.S. Forest Service must also be reimbursed for the costs for overseeing the administrative process, all of which amount to approximately \$375,000. He advised that through various community efforts in Payson, approximately \$80,000 has been raised and they do have a plan on how to complete that funding raising. He stated that this grant from Gila County will assist them in realizing that goal and they would be grateful and appreciative of the Board's approval of this request. He then introduced Janet Vidnovic, a fellow committee woman and also a resident of Payson. Ms. Vidnovic stated that this effort began with an objective of improving the education and opportunities for kids in the community; however, she wanted to point out from an economic point the kind of impact that it could have on Payson and Gila County. It could provide an economic engine for this community as it is expected to be a \$500 million dollar project with 300 construction jobs and probably 600 long-term jobs associated with the campus and its ancillary facilities. It will

improve Payson's workforce and the education of its workforce. The university is also expected to attract major research partners and those partners will bring additional jobs and money to the community. It is also believed that it will strengthen the shopping, services and even though many of Payson's population are retirees, it will become a better retiree destination because the college campus will be part of the picture. Vice-Chairman Dawson and Supervisor Pastor stated that they fully support seeing this development of a 4-year university and hope that it moves forward rapidly. Upon motion by Supervisor Pastor, seconded Vice-Chairman Dawson, the Board unanimously approved a request for community agency/economic development funds and instructed County staff to prepare and sign an Intergovernmental Agreement between Rim Country Education Foundation (RCEF) and Gila County wherein the County agrees to provide \$12,500 to RCEF and RCEF agrees to utilize the funds to pay for pre-development costs associated with bringing a four (4) year university to the Town of Payson in Gila County, Arizona.

4C. Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Gila County Community College District to provide \$275,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2012, and ending June 30, 2013.

Mr. McDaniel recalled that the buildings and property upon which the Gila County Community College (GCCC) is located were owned for a number of years by Gila County and last year as a part of the process of working with the Separate Legal Entity in Payson for the 4-year university, the properties were turned back over to the College. The County had budgeted for a number of years approximately \$300,000/year to take care of various maintenance and improvement projects on those campuses; however, when the properties were turned back to the GCCC, the County indicated that those funds would continue at a lesser rate and decrease over the years ahead. This is the first year and the recommendation for this Intergovernmental Agreement is for \$275,000 that GCCC will use for utility expenses, repairs and maintenance of those facilities. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved an Intergovernmental Agreement between Gila County and the Gila County Community College District to provide \$275,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2012, and ending June 30, 2013.

4D. Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Town of Miami whereby the County will disburse up to \$74,700 to the Town of Miami for the purchase of the Cobre Valley Community Transit

Building.

Mr. McDaniel stated that this is an Intergovernmental Agreement/Economic Development Grant with the Town of Miami to allow the transfer of ownership of a building located at 506 W. Sullivan Street, Miami, from Gila County to the Town of Miami and the provision of a Grant to allow the Town to purchase the building from the County. This building was originally built by Gila County as a Justice Court. After the Justice Courts were consolidated, the County rented the building to the Town of Miami as the Dial-A-Ride Cobre Valley Community Transit office. The County has previously handled the same type of transaction with the City of Globe for a public building. He advised that the County does not have a need for this building. It will serve the Town's purposes perfectly as a community transit building. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved an Intergovernmental Agreement-Economic Development Grant between Gila County and the Town of Miami whereby the County will disburse up to \$74,700 to the Town of Miami for the purchase of the Cobre Valley Community Transit Building.

4E. Information/Discussion/Action authorizing the Chairman of the Board of Supervisors to sign a letter on behalf of the Board of Supervisors to be sent to Mr. Adam Hawkins of Resolution Copper in support of Coconino County's request for financial support from Resolution Copper for the National Association of Counties Western Interstate Region Conference to be held in Flagstaff, Arizona, on May 22-24, 2013.

Mr. McDaniel advised that Liz Archuleta, a member of the Coconino County Board of Supervisors, and all counties in Arizona through the Arizona Association of Counties, and County Supervisors Association of Arizona, are turning to their local businesses for financial support of the National Association of Counties Western Interstate Region (NACWIR) Conference, which is being hosted next year by Coconino County. One of the businesses Ms. Archuleta contacted was Resolution Copper, which conducts business in Pinal and Gila Counties. Since this company doesn't have any real operations within Coconino County, it has been requested that both Gila County and Pinal County each provide a letter to Resolution Copper supporting Coconino County's request for funding from Resolution Copper for this very important conference. A letter has been prepared that indicates this Board's support for Resolution Copper to provide some sort of funding gift for the NACWIR Conference. Vice-Chairman Dawson and Chairman Martin both stated that it's an honor for this conference to be held in Arizona and both supported this request. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the Chairman of the Board of Supervisors to sign a letter on behalf of the Board of Supervisors to be sent to Mr. Adam Hawkins of Resolution Copper in support of Coconino County's request for financial support from Resolution Copper for the National

Association of Counties Western Interstate Region Conference to be held in Flagstaff, Arizona, on May 22-24, 2013.

4F. Information/Discussion/Action to approve the following five (5) new policies and the revised Disclosure of Conflict of Interest Policy to be included in the Countywide Policy Manual: 1) Funds Transfer; 2) Capitalization of Fixed Assets; 3) Disposal of Fixed Assets and Inventory; 4) Cash Receipts and Deposits; and 5) Fund Balances.

Mr. McDaniel stated that a couple of staff teams worked on these operational-type policies for months and the Board reviewed them during a work session on June 19, 2012. Mr. McDaniel recommended approval of same. Vice-Chairman Dawson stated that when she first came on the Board she could not locate any written policies and procedures so she thanked the staff for its work on getting these policies finalized in writing. Supervisor Pastor stated, "I think the more we develop these policies it makes us more transparent and more accountable to the taxpayers of the community and I think that's important." Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved the following five (5) new policies and the revised Disclosure of Conflict of Interest Policy to be included in the Countywide Policy Manual: 1) Funds Transfer; 2) Capitalization of Fixed Assets; 3) Disposal of Fixed Assets and Inventory; 4) Cash Receipts and Deposits; and 5) Fund Balances.

4G. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS13-028437) between Gila County and the Arizona Department of Health Services in the amount of \$238,000 for the period of August 1, 2012, through July 31, 2017, to provide for a coordinated home visitation service program for at-risk families in Gila County.

Paula Horn, Deputy Director of Prevention, advised that a task force has been formed by the Arizona Department of Health Services through its Bureau of Women's & Children's Health with the Arizona Department of Education and First Things First (FTF), also known as the Arizona Early Childhood Development & Health Board. She stated that having all those members together at one table was quite interesting and the purpose is to define a system-wide strategy for the future development and delivery of quality home-visiting services throughout Arizona. Gila County has been identified as a community that lacks social infrastructure, making the County a good candidate for home visitation programs based on funding received from the federal government. It will build coalitions with everyone at the table dealing with early childhood to coordinate service delivery, share resources in information and actively refer community members across programs to fill in those gaps known to exist in Gila County. Ms. Horn requested approval of the Intergovernmental Agreement. Vice-Chairman Dawson stated that when FTF was put in charge of funding these programs, they said it had to be new

programs, and so for example, the Developmental Learning Center here, which does home visitation, was well established in identifying infants born with handicaps. However, they were not in the loop for this funding. She inquired of Ms. Horn if she will be coordinating services with that agency so they are included rather than excluded. Ms. Horn advised that this program is going to be reviewing all of the home visitation-based programs across the County level including San Carlos and will have one referral location along with building a website so that when families are looking for resources, they can go to the website for additional information to ensure that everyone is identified in order to fill in the gaps, which will bring in additional funding for new services, if needed. She further advised that there are a lot of gaps because the current risk assessments do leave a lot of families not being served. Chairman Martin expressed a concern that things that she believes are at risk situations may not be part of this program, which would include good nutrition and cleanliness for these children that could cause more regression both from a mental developmental as well as a physical developmental standpoint. She wasn't sure whether those types of services are funded. She also requested a meeting with Ms. Horn in order to understand the direction in which this program is headed and what can be added to it to ensure that these kids are not being let down. Vice-Chairman Dawson stated that because this is a 5-year program, she requested that Ms. Horn provide an updated report within 6 months to the Board on the status of this program, which would include case studies of the families and what changes have been made. Also in looking at the FTF funding, Vice-Chairman Dawson would like to know what happens to the kids that age through these processes. She also would like to know if there is a senior program for the developmentally disabled that will be included with that information reported back to the Board. Chairman Martin stated that after the initial 6-month report, she would like follow up reports to then come to the Board quarterly. Ms. Horn explained that this particular program is not going to be dealing with the families, but rather it will be dealing with the home visitation programs so she won't have numbers of families that will be served. This program will be reviewing the assessment of the home visitation program and will be an infrastructure and capacity building program so that more client-based programs can be brought in to serve more of the population and more of the target communities in order to identify the gaps. She advised that this is the first time a planning session had been held to review what the County has, what it needs and where it is going and this will be done across the state. Ms. Horn stated that hopefully future funding will become available in order to serve those families, but this program is not actually designed to do client services. Ms. Horn stated that she would definitely bring a 6-month update back to the Board. Vice-Chairman Dawson stated that since this money was first provided to FTF, the funds have been spent conducting studies regarding the services to be provided and for the rental of commercial properties throughout Arizona. She emphasized that the money was supposed to be spent on the children, and yet FTF continues to spend money on studies. Vice-Chairman Dawson stated that she inquired of FTF how to obtain some of those funds for the Developmental Learning Center and was told that FTF had

to create new programs, but now they are spending the money continually studying programs. Vice-Chairman Dawson requested that Ms. Horn tell the committee, "They need to be serving individuals. That money is not to pay salaries and study and study and study. It's time to deliver services. I may go away from this board, but I won't go away from kids and kids in need and the state legislature. It's wrong that these millions of dollars are going into FTF; so much of it is bureaucratic studying. It's time to deliver. You've got 5 years here, but in the meantime there's kids not being served. I would urge you to urge them to get on with the program and get it into action." Chairman Martin requested assistance from Vice-Chairman Dawson after she retires from the Board of Supervisors to continue to follow up on these programs as they are near and dear to her heart. She continued, "At a point we can only build so much infrastructure. We can only have so many studies. We need to get the money to those kids." Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved an Intergovernmental Agreement (Contract No. ADHS13-028437) between Gila County and the Arizona Department of Health Services in the amount of \$238,000 for the period of August 1, 2012, through July 31, 2017, to provide for a coordinated home visitation service program for at-risk families in Gila County.

ITEM 5 – CONSENT AGENDA ACTION ITEMS:

5A. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 080310-1 between Gila County and Tyler Technologies for a Treasurer Information Systems Tax Billing and Collection package at a total cost of \$141,895.

5B. Approval of Amendment No. 3 to the Intergovernmental Agreement between Central Arizona Association of Governments (CAAG) and Gila County, which will reduce CAAG's annual cost by \$13,650 as a result of CAAG no longer needing two office spaces at the Pinal County Comprehensive One-Stop Center.

5C. Approval of Amendment No. 1 to Contract No. ADHS11-004700 between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of \$88,829.19 to extend HIV care and support services for the period of April 1, 2012, through March 31, 2013.

5D. Approval of Amendment No. 4 to Contract No. 0010-0444 between the Pinal Gila Council for Senior Citizens Area Agency on Aging, Region V (PGCSC), and the Gila County Division of Community Services, Community Action Program, Housing Services, whereby PGCSC will allocate funding in the amount of \$6,320 to provide minor home repairs to eligible citizens residing in Gila County beginning on July 1, 2012, or the date of last signature, whichever is later, through June 30, 2013.

5E. Authorization of the Chairman's signature on a Transit Agreement between the San Carlos Apache Tribe and Gila County to distribute LTAF II (Local Area Transportation Funds) funds to the San Carlos Apache Tribe Transit Program in the amount of \$1,250.

5F. Approval of FY 2013 Victims' Rights Program Award Agreement No. AG# 2013-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$33,650 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2012, through June 30, 2013.

5G. Approval to submit a 2012 State Criminal Alien Assistance Program (SCAAP) application to the U.S. Department of Justice, Bureau of Justice Assistance, for the Gila County Sheriff's Office to apply for an award to continue to receive funding to be used to reimburse costs incurred for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violation of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

5H. Approval of an Acquisition of Control and Agent Change Liquor License Application for Roosevelt Marina, LLC.

5I. Approval of the July 2012 monthly activity report submitted by the Globe Regional Constable's Office.

5J. Approval of the July 17, 2012, and August 7, 2012, BOS meeting minutes.

5K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks of July 21, 2012, to July 27, 2012, and week of July 28, 2012, to August 3, 2012.

Copies of the contract reports are on file in the Board of Supervisors' Office.

5L. Approval of finance reports/demands/transfers for the weeks of August 14, 2012, and August 20, 2012.

August 14, 2012

\$328,967.38 was disbursed for County expenses by check numbers 248066 through 248167.

August 20, 2012

\$2,121,038.22 was disbursed for County expenses by check numbers 248168 through 248363. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Consent Agenda action items 5A through 5L.

Item 6 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:35 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1448

3- N

Regular BOS Meeting

Meeting Date: 09/18/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-24-12 and 8-31-12

Submitted For: Joseph Heatherly

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-24-12 and 8-31-12.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of August 18, 2012, to August 24, 2012, and the week of August 25, 2012, to August 31, 2012.

Attachments

County Manager Approved Contracts Under \$50K for Weeks Ending 8-24-12 & 8-31-12

Huckey Fire & Safety Agreement 042412

Copper State Sanitation Agreement 080112

Empire CAT Agreement iGBE00636

FM Group Inc Agreement

Bridgers & Paxton Agreement 022912

Blue Cross Blue Shield of AZ Services Payson

Blue Cross Blue Shield of AZ Services Globe

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

August 18, 2012, to August 24, 2012

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|-----------------------------------|--|------------|-------------------|----------|------------------|--|
| 042412 Husky Fire & Safety | Fire Extinguisher Inspections for Northern Gila County | \$2,500.00 | 7-1-12 to 6-30-13 | 8-22-12 | 2 more 1yr terms | Inspection and repair performed on over 94 fire extinguishers in Northern Gila County. |
| 080112 Copper State Sanitation | Sanitation Service for Southern Gila County | \$4,922.00 | 7-1-12 to 6-30-13 | 8-22-12 | 2 more 1yr terms | Sanitation service for Juvenile Detention Center and Public Works Complex. |
| IGBE00636 EmpireCAT | 911 Dispatch Center Generator Maintenance | \$1,144.00 | 7-1-12 to 6-30-13 | 8-22-12 | Expires | Annual maintenance and support for the 911 Dispatch Center backup generator. |

August 25, 2012, to August 31, 2012

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|---|------------|--------------------|----------|----------------|--|
| - FM Group Inc. | Pine Property Asbestos Inspection | \$1,709.25 | 8-28-12 to 9-30-12 | 8-29-12 | Expires | Asbestos inspection for Pine property to clear for demolition or removal. |
| 022912 Bridgers & Paxton Consulting Engineers | Sheriff's Office Jail Electrical Upgrade | \$3,761.00 | 5-2-12 to 9-31-12 | 8-29-12 | Expires | Amendment #3 to professional service agreement to provide construction drawings for the tower grounding on the 911 dispatch tower. |
| - Blue Cross Blue Shield of Arizona | Facility & Ancillary Request for Participation for Outpatient Treatment Services for Payson | 30% | - | 8-29-12 | - | BCBSAZ & TRICARE credentialing & contracting standards for in-house tracking, reporting, and payment claims for outpatient treatment services. |
| Blue Cross Blue Shield of Arizona | Facility & Ancillary Request for Participation for Outpatient Treatment Services for Globe | 30% | - | 8=29=12 | - | BCBSAZ & TRICARE credentialing & contracting standards for in-house tracking, reporting, and payment claims for outpatient treatment services |

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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 042412
FIRE EXTINGUISHER INSPECTIONS
NORTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Husky Fire & Safety, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

Scope of Work

The contractor shall provide for the annual fire extinguisher inspection of the estimated 94 fire extinguishers located at Gila County facilities in Northern Gila County. The quantity may vary during the term of the agreement as extinguishers may be removed and others added at different locations depending on the needs of the County. At no time during the agreement shall the contractor remove or add any equipment without receiving prior approval of the County Facilities Manager.

The contractor shall also provide for any necessary repair and maintenance of said fire extinguisher. If at any time during the term of the agreement an extinguisher needs to be replaced the contractor must notify the Facilities Manager or designee prior to replacement.

See attached *Exhibit "A"* by mention made a binding part of this agreement as set forth herein for fire sprinkler replacement costs.

Contractor Fee's

- See attached *Exhibit "A"*

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful 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. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation
Employers' Liability

Statutory

| | |
|-------------------------|-----------|
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – 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 or any subcontractor'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 of this Contract 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 at all times 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 insure that Subcontractor 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. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his 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 the 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 he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he 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 the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the 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 the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the 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 the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: 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.

ARTICLE 14- TERM: The term of the agreement shall commence on **July 1, 2012**, and continue in full force and effect up through and including **June 30, 2013**, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed \$ 2,500.00 for the contract term without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number

- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

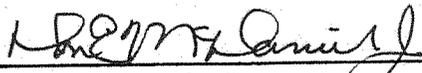
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 042412 has been duly executed by the parties hereinabove named, on the date and year first above written.

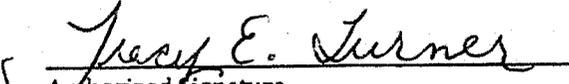
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 8/22/12

HUSKY FIRE & SAFETY



Authorized signature

Date: 8/21/12

* EXHIBIT "A"

Husky Fire & Safety

912 N. Matterhorn Road
 Payson, AZ 85541
 928-474-7442 Cell 928-595-2097

DATE: JULY 25, 2012

TO: Valrie - Purchasing
 vbejarano@co.gila.az.us

| SERVICE | DESCRIPTION | PRICE |
|--------------------|---|---|
| Annual | Annual inspection of extinguisher is an overall check of the extinguisher where the year is checked, the condition of the gauge, checks the wear of hose & looks for obstructions in the hose, cleaning the extinguisher, movement of the powder. If all passes inspection, a new tag is placed on the extinguisher. | \$9.95 each |
| 6 year maintenance | A complete dis-assemble of fire extinguisher. Inside parts cleaned and greased and inspection of the inside of the fire extinguisher, put back together and recharged. An overall check of the extinguisher where the year is checked, the condition of the gauge, checks the wear of hose & looks for obstructions in the hose, cleaning the extinguisher, movement of the powder. If all passes inspection, a new tag is placed on the extinguisher. Every 6 years, ABC fire extinguishers need to have a six year maintenance. | 2.5lb-\$19.95 5lb-\$21.95 10lb-\$24.95 20lb-\$26.95 |
| Recharge | A complete dis-assemble of fire extinguisher. Inside parts cleaned and greased and inspection of the inside of the fire extinguisher, put back together and recharged. An overall check of the extinguisher where the year is checked, the condition of the gauge, checks the wear of hose & looks for obstructions in the hose, cleaning the extinguisher, movement of the powder. If all passes inspection, a new tag is placed on the extinguisher. | 2.5lb-\$19.95 5lb-\$21.95 10lb-\$24.95 20lb-\$26.95 |
| Hydro | Hydro is the same as 6 year maintenance with one exception, the bottle itself is hydro-tested (pressure tested) professionally at Thunderbird Cylinder in Phoenix, AZ. Every 12 years ABC fire extinguishers need to be hydro, with the exception of 5 years on CO2 and stainless steel cans. | 5lb-\$37.95 10lb-\$44.95 20lb-\$36.95 |
| New | New ABC 2.5lb, 5 lb, 10lb, and 20lb. Price does not include state tax. | 2.5lb-\$41.00 5lb-\$53.00 10lb-\$75.00 20lb-\$128.00 |

Please contact Robert at 928-595-2097 with any questions or comments.

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Don E. McDaniel Jr., County Manager
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SERVICE AGREEMENT NO. 080112
SOUTHERN GILA COUNTY SANITATION REMOVAL

THIS AGREEMENT, made and entered into this 22ND day of August, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Copper State Sanitation, of the Town of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor agrees to provide sanitation services for the Gila County Juvenile Detention Center and Public Works Facility Complex. The Contractor shall provide a dumpster at each location.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses and certification in order to provide the service.

Fee and Schedule:

| Location | Frequency | Monthly Cost | Dumpster Size |
|---|------------------|---------------------|----------------------|
| <i>Juvenile Detention Center</i> 1425 E. South Street, Globe | 2 x per week | \$185.15 | 6 yrd |
| <i>Public Works Facility</i> 725 N. Rose Mofford Way, Globe | 2 x per week | \$225.00 | 6 yrd |

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including 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 caused, or alleged to be caused, in whole or in part, by the negligent or willful 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. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease - Each Employee | \$100,000 |
| Disease - Policy Limit | \$500,000 |

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – 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 or any subcontractor'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 of this Contract 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 at all times 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 insure that Subcontractor 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."

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his 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 the 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 he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by

- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

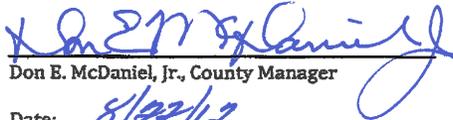
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

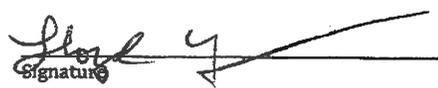
IN WITNESS WHEREOF, Service Agreement No. 080112 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

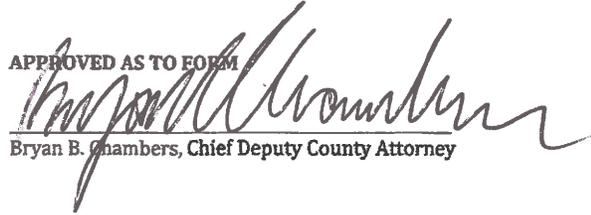
Date: 8/02/12

COPPER STATE SANITATION


Signature

Date: 8-8-12

APPROVED AS TO FORM


Bryan B. Chambers, Chief Deputy County Attorney



CUSTOMER SUPPORT AGREEMENT

| | | | |
|------------------|-------------|-----------------|--------------------------------|
| Equipment | Generator | Customer | Gila County Equipment Purchase |
| Make | Caterpillar | Address | c/o Guerrero Complex |
| Model | D25-8S | | 1400 E. Ash Street |
| Serial # | 0GBE00636 | | Globe, AZ 85501 |
| Ar # | | | 21 kw |
| Contact | David Horn | Phone | 928-200-1614 |
| | | Site ID | L45 |

Term of Agreement: 1-Year

| Services | Price | | Total Visits | Total | Month of Services |
|-----------|-----------|---------------|--------------|-----------|-------------------|
| Level 1 | \$ 216.00 | Semi Annually | 1.00 | \$ 216.00 | November |
| Level 2 | \$ 550.00 | Annual | 1.00 | \$ 550.00 | May |
| Level 2-F | | Select One | | \$ - | |
| Level 3 | | Select One | | \$ - | |
| Level 4 | | Select One | | \$ - | |
| Level 5 | \$ 378.00 | Annual | 1.00 | \$ 378.00 | May |
| Level 6 | | Select One | | \$ - | |
| Level 7 | | Select One | | \$ - | |
| Level 8 | | Select One | | \$ - | |
| Level 9 | | Select One | | \$ - | |
| Level 10 | | Select One | | \$ - | |
| Level 11 | | Select One | | \$ - | |
| Level 12 | | Select One | | \$ - | |

Empire Contact Dave Harris **Phone** 602-333-5657 **Total per unit** \$ 1,144.00

Notes: L-5 is a 2-hr long load bank test.



Available Service Levels

- **LEVEL I:** A comprehensive inspection of the engine's cooling, fuel, lube, air, exhaust, and starting systems; as well as inspection of the engine monitors, safety controls, and control panel; a *visual* inspection of one (1) associated transfer switch. This service is recommended weekly, monthly, quarterly, semi-annually or annually, depending on use and application. For standby systems, it is recommended quarterly or semi-annually.
- **LEVEL II:** The lubricating oil, lubricating oil filter, fuel filter will be changed, and oil & coolant analysis performed. A LEVEL I inspection is also completed.
 - **LEVEL II-Filter:** CATERPILLAR C9-3600 PRODUCTS may extend their oil change intervals to every third year. For these particular units lubricating oil filters and fuel filters are replaced on an annual basis. (see additional conditions)
- **LEVEL III:** Includes removal of all radiator anti-freeze/coolant, and replacement with high quality anti-freeze/coolant. When using Caterpillar Diesel Engine Anti-freeze/Coolant (DEAC), this service is recommended every 3 years. When using Caterpillar Extended Life Coolant (ELC), this service is recommended every 6 years, and extender is required at the half-life (3 years).
- **LEVEL IV:** All coolant hoses, belts, and thermostats are replaced. This service must be accompanied by a LEVEL III service.
- **LEVEL V:** Load test at 80% of the generator name-plate rating, using resistive load bank(s). Length of test determined by application, generator size and customer request. This service helps to identify any malfunctions or potential problems before they cause equipment failure. This also burns off harmful deposits in the combustion chamber, injector nozzles, and exhaust system caused by lightly loading the genset. This service is recommended annually.
- **LEVEL VI:** Replacement of the starting batteries. The number one reason that gensets don't start during an emergency situation are the starting batteries. When using Caterpillar's Premium High Output batteries, this service is recommended every 3 years. For all other batteries, this service is recommended every 2 years.
- **LEVEL VII:** Generator winding meggar testing. This testing can help in early detection of deterioration or breakdown of generator windings, cabling insulation, and/or poor lug connectors. Winding deterioration can be caused by moisture, grease or oil residual, physical damage from overheating/overloading, and age deterioration. The frequency of this test is determined by the generator's environment and usage.
- **LEVEL VIII:** Inspect and clean the automatic transfer switch (ATS). This includes utilizing an infrared heat gun, checking buss bars and connections for hot spots. The voltage drop across load contacts is measured. With customer's authorization, verify proper operation of the ATS, time delays, and indicator lamps and/or LEDs. This service is recommended semi-annually.
- **LEVEL IX:** A LEVEL VIII service. In addition, the arc chutes are removed to visually inspect the contacts. The switch is lubricated as needed, installing corrosion inhibitor on all aluminum lugs, checking the torque on all connections, and adjusting limit switches. This service is recommended annually.

Note: To complete this service, both sources of power (utility & emergency) must be removed from the ATS.
- **LEVEL X:** A comprehensive inspection and cleaning of the Uninterruptible Power System (UPS). The inspection covers the converter, battery charger, and inverter systems. The battery cabinet(s) is also inspected and the battery strings are tested. With the customer's authorization, proper operational of the UPS modes is verified. This service is recommended either semi-annually or annually, depending on the critical nature of the UPS and loads.
- **LEVEL XI:** An inspection of all static UPS batteries. This includes confirming voltage for all batteries contained in the static UPS. This service is typically performed either semi-annually or annually, depending on the critical nature of the UPS and loads.
- **LEVEL XII:** Maintenance to fuel filtering systems and/or main fuel storage tank. Specific customer requirements will be detailed on pricing sheet.



EMPIRE POWER SYSTEMS
840 N. 43rd Ave
Phoenix, AZ 85009

CSA INFORMATION SHEET

The attached pricing sheet(s) is effective July 2012 thru June 2013

NOTE: pricing end date does not indicate the termination of services. Customer must terminate services.

TOTAL AMOUNT OF PRICING PERIOD \$1,144.00

CHECK ONE

Services to be completed during **Regular Business Hours (M-F 7am – 4pm)**
Services to be completed outside Regular Business Hours (**over-time included**)

Customer Name: Gila County Equipment Purchase
Customer Name: Guerrero Complex
Customer Address: 1400 E. Ash Street
Customer Address: Globe, AZ 85501
Customer Phone #: 928-468-2801

Printed Name: Don E. McDaniel, Jr.

Title: Gila County Manager

Signature:

P.O. #: _____ Date: 8/22/12

Designated CUSTOMER CONTACT person responsible for scheduling the Equipment:

Name: David Horn
Phone: 928-200-1614
Fax: 928-425-4416
E-mail: dbhorn@co.gila.az.us

Customer Account Number 0039225

Empire PM and Repair Service Contact: Dave Harris

E-Mail: dave.harris@empire-cat.com

Phone #: 602-333-5657

Fax #: 602-333-5666

After-hours Emergency Service 888-CAT-POWER



August 20, 2012

VIA EMAIL: vbejarano@co.gila.az.us

Ms. Valrie Bejarano
Gila County Finance
1400 East Ash Street
Globe, AZ 85501

**Subject: Proposal for Environmental Consulting Services
Comprehensive Asbestos Inspection
3659 North Cemetery Road, Pine
FM Proposal P12-435**

Dear Ms. Bejarano:

FM GROUP INC (FM) is prepared to provide Gila County (GC) with Environmental Consulting Services associated with the planned renovation activities at the subject facility. This Proposal is in response to the request for proposal received on August 15, 2012. This Proposal outlines FM's understanding of the project, proposed scope of services, project team, schedule and identifies fees.

PROJECT UNDERSTANDING

FM understands that GC is planning renovation activities in various areas at the subject facility. Prior to renovation activities occurring, GC requires a Comprehensive Asbestos Inspection. This inspection will bring GC into compliance with their required "due diligence" investigation regarding the identification, location and National Emission Standards for Hazardous Air Pollutants (NESHAP) classification of any Asbestos-Containing Materials (ACM) prior to their disturbance.

SCOPE OF SERVICES

FM proposes to perform the following tasks: Survey, Bulk Samples and prepare a Report of Findings.

FM's inspection work will be performed by Environmental Protection Agency (EPA) Accredited Building Inspectors experienced with current asbestos and lead regulations and the building materials/systems utilized in construction, and will bring GC into compliance with requirements that a thorough inspection for asbestos be performed prior to any renovation/demolition activities occurring. This inspection will be conducted following EPA/Asbestos Hazard Emergency Response Act (AHERA) Regulation 40 CFR 763 regarding required survey procedures and protocols.

Task 1: Survey

Visual Inspection

A visual inspection of the subject facility will be performed to identify suspect ACM used in construction. These suspect materials will be categorized into Homogeneous Areas (HA). All materials with the exception of glass, wood, metal and fibrous glass, glass foam and rubber thermal insulation will be considered suspect.

Sample Collection

FM's sampling strategy will be in accordance with the sampling protocols described in EPA/AHERA Regulation 40 CFR 763.86. Sampling procedures will include engineering controls to minimize the release of airborne fibers during sample collection.

Physical Assessment

The suspect building materials will be physically assessed for friability. This will be done by physically touching the surface of each material by hand. Additionally, the materials will be assessed for any signs of damage or degradation.

Task 2: Bulk Samples

Asbestos bulk-material samples accompanied by appropriate Chain-of-Custody (COC) documentation will be delivered to an accredited National Voluntary Laboratory Accreditation Program (NVLAP) laboratory, for analysis by Polarized Light Microscopy (PLM) by the EPA-66/M4-82-020 methodology to determine the percentage of asbestos. It is anticipated that approximately 69 bulk-material samples will be collected and submitted for analysis. If during the course of this fieldwork it is determined that this estimate of samples will be exceeded, FM will notify GC and mutually determine a revised sampling strategy.

Task 3: Report of Findings

Following completion of the fieldwork and receipt of laboratory analytical results, FM will prepare a Report of Findings to document the inspection activities for the facility.

PROJECT TEAM

FM's project team for these activities is as follows:

- | | | |
|----|---------------------------------|--|
| 1. | Environmental Division Manager: | Paul Anger |
| 2. | Environmental Project Manager: | Cliff Rolle |
| 3. | Field Technicians: | EPA Accredited Technicians as required |

SCHEDULE

FM is prepared to initiate the proposed services upon acceptance of this proposal.

Proposal for Environmental Consulting Services
3659 North Cemetery Road, GC
FM Proposal P12-435

FEES

FM's Arizona State Contract No. is AD050026-5. Fees are as follows:

| | | | |
|---------|--------------------|----|------------------|
| Task 1: | Survey | \$ | 797.50 |
| Task 2: | Bulk Samples | \$ | 569.25 |
| Task 3: | Report of Findings | \$ | <u>342.50</u> |
| | TOTAL | \$ | 1,709.25* |

*See attached worksheet for detailed cost breakout.

ACCEPTANCE

To acknowledge acceptance of this proposal, please issue a Purchase Order.

Thank you for the opportunity to provide this proposal to Gila County. If you have any questions regarding this proposal, please do not hesitate to contact us at (602) 277-7877.

Sincerely,

FM GROUP INC



Cliff Rolle
Environmental Project Manager



Paul Anger
Environmental Division Manager

Attachments: *Proposal Worksheet*
Terms and Conditions

G:\2012 Projects\ENV\Proposals\P12-435 GC 3659 North Cemetery Road\P12-435.doc

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/28/12

Proposal for Environmental Consulting Services
 3659 North Cemetery Road, GC
 FM Proposal P12-435

PROPOSAL WORKSHEET

| Task | Work Activity | Staff | Rate | Units | Subtotal |
|----------|-----------------------------|----------------------|--------------|-----------------|-------------------|
| 1 | SURVEY | | | | |
| | Fieldwork and Documentation | Sr. Field Technician | \$55.00 /hr | 6 | \$330.00 |
| | Floor Plans | CADD Technician | \$45.00 /hr | 1.5 | \$67.50 |
| | Management | Project Manager | \$85.00 /hr | 1 | \$85.00 |
| | Travel | Sr. Field Technician | \$55.00 /hr | 4 | \$220.00 |
| | Mileage | | \$0.50 /mi | 190 | \$95.00 |
| | | | | SUBTOTAL | \$797.50 |
| 2 | BULK SAMPLES | | | | |
| | Sample Analysis, PLM | Subcontractor | \$8.25 /ea | 69 | \$569.25 |
| | | | | SUBTOTAL | \$569.25 |
| 3 | REPORT OF FINDINGS | | | | |
| | Report Development | Project Manager | \$85.00 /hr | 2 | \$170.00 |
| | Report Review | Program Manager | \$105.00 /hr | 1 | \$105.00 |
| | Report Preparation | Clerical | \$45.00 /hr | 1.5 | \$67.50 |
| | | | | SUBTOTAL | \$342.50 |
| | | | | TOTAL | \$1,709.25 |

CONTRACT TERMS AND CONDITIONS

ARTICLE I - SERVICES TO BE PROVIDED

FM GROUP INC, through and by its officers, employees and subcontractors, (hereinafter called FM) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this Agreement.

ARTICLE II - PAYMENT TERMS

FM's payment terms are as follows:

- A. Client agrees to pay FM's invoice upon receipt. Client receipt of invoice will be presumed three days after mailing by FM first class, with adequate postage attached. Time is of the essence for this provision.
- B. Late Fee Charges - If payment is not received within 30 days from the Client's receipt of FM's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from FM's invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, FM may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by FM within 60 days of Client's receipt of FM's invoice.

ARTICLE III - TERMINATION

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay FM for all reasonable charges incurred to date and associated with termination of the work.

ARTICLE IV - STANDARD OF CARE

FM will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of FM's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

ARTICLE V - INSURANCE

FM maintains insurance coverage as follows:

| | | |
|----|--------------------------------------|--------------------------------|
| A. | <u>AUTOMOBILE LIABILITY:</u> | (\$300,000/\$500,000/\$50,000) |
| B. | <u>COMMERCIAL GENERAL LIABILITY:</u> | \$2,000,000 occurrence |
| C. | <u>PROFESSIONAL LIABILITY:</u> | \$2,000,000 occurrence |
| D. | <u>WORKERS' COMPENSATION:</u> | Statutory |

ARTICLE VI - PROFESSIONAL LIABILITY

CLIENT AGREES THAT FM'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY FM WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR FM'S TOTAL CHARGES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, FM AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING OUR PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF TEN PERCENT OF FM'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY FM AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

ARTICLE VII - SITE OPERATIONS

Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site. FM's field personnel are trained to initiate field testing and/or sampling within a reasonable distance of each designated location. FM's field personnel will avoid hazards or utilities that are visible to them at the site. If FM is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. FM is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of FM's negligence.

FM will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in FM's proposal, our charges do not include cost of restoration due to any related damage that may result. If Client requests FM to repair such damage, we will do so at an appropriate additional cost.

Field tests or boring locations described in FM's report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

ARTICLE VIII - FIELD REPRESENTATIVE

The presence of FM's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by FM be involved in the project, Client will advise such contractor(s) that FM's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of FM's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of FM) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that FM will not be responsible for job or site safety or security on the project, other than for FM's employees and subcontractors, and that FM does not have the duty or right to stop the work of the contractor.

ARTICLE IX - UNFORESEEN CONDITIONS OR OCCURRENCES

It is possible that unforeseen conditions or occurrences may be encountered at the site that could substantially alter the necessary services or the risks involved in completing FM's services. If this occurs, FM will promptly notify and consult with Client, but will act based on FM's sole judgment where risk to FM personnel is involved. Possible actions could include:

- A. Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in FM's judgment;
- B. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- C. Terminate the services effective on the date specified by FM in writing.

ARTICLE X - SAMPLE DISPOSAL

Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests.

In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by FM and per Client's stated preference, FM will: 1) return such samples to Client for proper disposal; 2) using a manifest signed by Client as generator and at additional cost, have such samples transported to a location selected by Client for proper final disposal; or 3) at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that FM is acting as an agent and at no time assumes title to said materials.

ARTICLE XI DOCUMENTS

Neither the professional activities of the FM GROUP INC, nor the presence of the FM GROUP INC or FM GROUP INC's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The FM GROUP INC and FM GROUP INC's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees

that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The FM GROUP INC and the FM GROUP INC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy

ARTICLE XII - DOCUMENTS

FM will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- A. All documents generated by FM under this Agreement shall remain the sole property of FM. Any unauthorized use or distribution of FM GROUP's work shall be at Client's and recipient's sole risk and without liability of FM. FM may retain a confidential file copy of its work product and related documents.
- B. If Client desires to release, or for FM to provide, our report(s) to a third party not described above for that party's reliance, FM will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that FM's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for FM and by this request Client waives any such claim if FM complies with the request.
- C. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by FM pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without FM's prior written approval.
- D. Client shall furnish documents or information reasonably within Client's control and deemed necessary by FM for proper performance of our services. FM may rely upon Client-provided documents in performing the services required under this Agreement; however, FM assumes no responsibility or liability for their accuracy. Client provided documents will remain the property of Client, but FM may retain one confidential file copy as needed to support our report.
- E. Upon Client's request, FM's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by FM in its files, with at least one conformed written copy provided to Client, shall be the official base document. FM makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to FM's attention by client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to FM. Such magnetic copy is subject to all other conditions of this Agreement.

ARTICLE XIII - CLAIMS

The parties agree to attempt to resolve any dispute without resorting to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.

ARTICLE XIV - OPINIONS OF COST

If requested, FM will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, FM's designs or FM's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs, and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing with FM. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond FM's control.

ARTICLE XV - TESTIMONY

Should FM or any FM employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and FM is not a party in the dispute, then FM shall be compensated by Client for the associated reasonable expenses and labor for FM's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides FM such compensation, Client will receive a credit or refund on any related double payments to FM.

ARTICLE XVI - CONFIDENTIALITY

FM will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

ARTICLE XVII - GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the state of the project site.

ARTICLE XVIII - PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS

The Parties agree that the provisions of these Terms and Conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to FM as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

ARTICLE XIX - SURVIVAL

All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and FM shall survive the completion of the services and the termination of this Agreement.

ARTICLE XX - SEVERABILITY

In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue to full force and effect.

ARTICLE XXI - ASSIGNMENT

This Agreement may not be assigned by either party without the prior permission of the other.

ARTICLE XXII - INTEGRATION

This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

END OF DOCUMENT

G:\Shared Files\FM GROUP\CONTRACT\Terms & Conditions.doc\FM MST.doc

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor'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 of this Contract subjecting Firm 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, Firm 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.

Firm 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 at all times 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 insure that Subcontractor 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."

Cancellation: This agreement is subject to the cancellation pursuant of A.R.S. §38.511.



AMENDMENT NO. 3

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICE AGREEMENT NO. 022912 SHERIFF'S OFFICE JAIL ELECTRICAL UPGRADE

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

Effective May 2, 2012, Gila County and Bridgers & Paxton Consulting Engineers entered into an agreement whereby the Consultant agreed to provide professional engineering services for the upgrade of the electrical system for the Payson Gila County Jail in the amount of \$8,440.

Amendment #1 added the Globe Gila County Jail to the agreement at a cost of \$1,500. Amendment #2 added the Engineers attendance at the Payson pre-bid walk through at a cost of \$1,055.

The Globe Jail 911 Dispatch Tower Installation portion of the project has begun and the County has asked the Engineer to submit construction drawings indicating grounding requirements for the new radio tower. The tower will be approximately 80 feet high with a base of approximately 8'-3" x 8'-3".

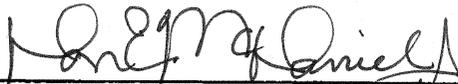
Amendment #3 to the professional service agreement will add the construction drawings for the tower grounding at a cost of \$3,761. Agreement shall be extended through September 31, 2012.

See attached Exhibit "A" by mention made a binding part of this agreement as set forth hererin.

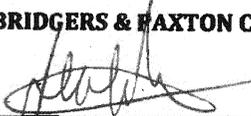
All other terms and conditions of the original agreement and addendums 1 and 2 shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, Amendment No. 3 to Agreement 022912 has been duly executed by the parties hereinabove named, on this 29th day of August, 2012.

GILA COUNTY


Don E. McDaniel, Jr., County Manager 8/28/12

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.


Signature

Vice-President
Title

Date: 8-27-12



Blue Cross Blue Shield of Arizona (BCBSAZ) Facility and Ancillary Request for Participation Form

IF YOU ARE A PROFESSIONAL GROUP, PLEASE FILL OUT THE PROFESSIONAL INFORMATION FORM.

BCBSAZ and TRICARE credentialing and contracting standards require that BCBSAZ obtain, among other things, required information, such as facility name, physical address and Tax ID#. Confidential information is maintained in contracting and credentialing systems at BCBSAZ for in-house tracking, reporting purposes, and payment of claims.

You have the right to review information submitted by or from other sources in support of your credentialing application, and to correct erroneous information.

ALL REQUIRED FIELDS MUST BE COMPLETED.
The completion of this form does not guarantee network participation.

I am requesting: BCBSAZ Participation TRICARE Participation (copy of W9 required)

| | |
|--|---|
| Electronic Provider: (REQUIRED) | Are you an Electronic Provider? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If you answered No, please call 602-864-4844 or 1-800-656-5656 to set this up. |
| Facility Name: | Facility Name (Doing Business As): <u>Gila County Office of Health</u> Legal Name (if different than above): <u>Gila County</u> Ownership Structure (i.e., PC, PLLC, LLC, etc.): <u>Government</u> If your organization is a subunit of a larger organization, or if it is owned, operated, managed by, or affiliated with another organization, please indicate the name and address of the organization: _____ _____ |
| Facility or Entity Contact: | Contact Name & Title: <u>Carol Tanner, Senior Administrative Clerk</u> Business Office E-Mail: <u>CTANNER@co.gila.az.us</u> NOTE: Contracts will be sent to Business Email provided. Phone Number: <u>(928) 402-8812</u> Fax Number: <u>(928) 425-0794</u> |
| Business Website: | Website: <u>WWW.GILACOUNTYAZ.GOV</u> (Optional Information - if provided, it will be displayed in online provider directory) |
| NPI : (REQUIRED) | Facility NPI: <u>1760547566</u> Eff. date: <u>11 / 01 / 1999</u> Organization NPI (if applicable): <u>486250</u> Eff. date: <u>11 / 01 / 1999</u> Organization Name: <u>Gila County Office of Health - Payson</u> |
| Tax ID#: (REQUIRED) | Tax ID#: <u>866 000444</u> (to be submitted on claims) Date provider started billing with Tax ID #: <u>11/01/1999</u> (REQUIRED) |

| | |
|--|--|
| License Information: | Facility Open Date: <u>mid 1990's</u> AZ License #: <u>OTC2220</u> Date First Issued: <u>mid 1990's</u> Exp Date: <u>07/31/2013</u> Name as it appears on the License: <u>Gila County Board of Supervisors, dba Gila County Division of Health and Emergency Services - Office of Health, Payson</u> Medicare Certified? Yes/No <u>no</u> Medicare A #: <u>n/a</u> Effective Date: <u>n/a</u> Participate with Medicare? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Accreditation Information: | Is your facility currently accredited? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate by circling the appropriate accrediting organization: (Please attach evidence of current accreditation) AAAHC <input type="checkbox"/> AAAASF <input type="checkbox"/> ADA <input type="checkbox"/> AADE <input type="checkbox"/> AOA (HFAP) <input type="checkbox"/> ACHC <input type="checkbox"/> ACR <input type="checkbox"/> IAC <input type="checkbox"/> AASM <input type="checkbox"/> CABC <input type="checkbox"/> CARF <input type="checkbox"/> CHAP <input type="checkbox"/> KePro <input type="checkbox"/> TJC (JCAHO) <input type="checkbox"/> Other Accreditation (Please Specify): _____ |
| Primary Address: (Main location where services are provided) | Street: <u>107 West Frontier</u> Suite <u>A</u> City: <u>Payson</u> State: <u>AZ</u> Zip Code: <u>85541</u> Phone: <u>928 402 8812</u> Ext: _____ Fax: <u>928 425 0794</u> Days & Hours of Operation: <u>8:00am-5:00pm</u> EACH ADDITIONAL LOCATION WILL REQUIRE A SEPARATE FORM |
| Credentialing Contact Person and Credentialing Mailing Address (If different from above): | Contact Name: <u>Carol Tanner</u> Title: <u>Sr. Administrative Clerk</u> Street: <u>5515 S. Apache Avenue</u> Suite <u>100</u> City: <u>Globe</u> State: <u>AZ</u> Zip Code: <u>85501</u> Phone: <u>928 402 8812</u> Ext: _____ Fax: <u>928 425 0794</u> E-Mail Address: <u>CTANNER@co.gila.az.us</u> |
| Mailing Address: (If different than primary location. All correspondence will be sent to this address) | Street: <u>5515 S. Apache Avenue</u> Suite <u>100</u> City: <u>Globe</u> State: <u>AZ</u> Zip Code: <u>85502</u> Phone: <u>928 402 8812</u> Ext: _____ Fax: <u>928 425 0794</u> |

| | | | |
|--|--|---|---|
| Medical Records: (If different than primary location) | Street: <u>SAME AS PRIMARY LOCATION</u> Suite _____ City: _____ State: _____ Zip Code: _____ Phone: _____ Ext: _____ Fax: _____ | | |
| Billing Service: (If different than primary address) | Name: <u>Gila County Office of Health</u> Street: <u>5515 S. Apache Avenue</u> Suite <u>100</u> City: <u>Globe</u> State: <u>AZ</u> Zip Code: <u>85501</u> Phone: <u>928 402 8812</u> Ext: _____ Fax: <u>928 425 0794</u> | | |
| Insurance Information: | Please attach a current copy of the facility's Professional Liability [Malpractice] Insurance Certificate with minimum limits of \$1M per occurrence, \$3M aggregate (the certificate must have the name and physical address of the facility and/or location being credentialed, or a statement from the carrier that all entities/locations owned by your company are covered by the policy, or an addendum from the carrier listing all locations covered by the policy). Name of Current Carrier: _____ Policy Number: _____ Expiration Date: _____ | | |
| Primary Specialty: (Check the one most applicable for the facility/entity) | <input type="checkbox"/> Ambulance Company - Air <input type="checkbox"/> Ambulance Company - Ground <input type="checkbox"/> Birthing Center <input type="checkbox"/> Ambulatory Surgery Center (ASC) (includes -Cardiac Cath Lab, >24 Hrs Recovery Care) <input type="checkbox"/> Radiology Center – circle all that apply CT, X-Ray, MRI, PET, Mammography, Ultrasound **ACR Required for CT, MRI, PET** <input type="checkbox"/> Dialysis Center <input type="checkbox"/> Laboratory <input type="checkbox"/> Home Health Agency <input type="checkbox"/> Home Infusion Care (Pharmacy License Req) <input type="checkbox"/> Infusion Center (OP) <input type="checkbox"/> Hospice <input type="checkbox"/> Sleep Lab <input type="checkbox"/> Diabetic Education and Training (ADA Required) <input type="checkbox"/> FQHC (Federally Qualified Health Ctr) - non-hospital | <input type="checkbox"/> <input checked="" type="checkbox"/> | Hospital, Acute Care Hospital, Long Term Acute Care Hospital, Psychiatric Behavioral Health, SubAcute (example: Residential Treatment Center, Rehab Treatment Center) Behavioral Health – OP Programs (example: Partial Hospitalization Program) Skilled Nursing Facility Extended Active Rehabilitation (EAR) Urgent Care Center DME/Medical Supply Orthotics Prosthetics Optical Dispenser Hearing Aid Dispenser Outpatient Treatment Center |

**INSTITUTION/ENTITY
RELEASE AND ATTESTATION**

The undersigned is authorized to act on behalf of the institution/entity (Entity), and certifies that all information submitted on this application and all attachments hereto are correct, true, and complete to the best of my knowledge. The Entity fully understands that any misstatements in or omissions from this application may constitute cause for denial of participation in the Blue Cross Blue Shield of Arizona (BCBSAZ) network, or the termination of my existing contract, whichever is applicable.

The Entity consents to complete disclosure of and authorization to make available to BCBSAZ, its affiliates or any of their agents all relevant information pertaining to and deemed necessary and appropriate in the investigation and processing of this application, including but not limited to, information obtained through a third party such as an insurance company, licensing authority, accrediting agency, or governmental agency.

The Entity releases and discharges BCBSAZ, its affiliates, and their representatives, credentials committees, administrators, governing bodies, agents, employees and all other persons or entities supplying information to them from liability or claims of any kind or character in any way arising out of inquiries or disclosures made in good faith in connection with this application. The Entity also waives any right of action or other means of redress it may have against any person or entity supplying this information to BCBSAZ.

The Entity also authorizes the release of this information to other credentialing entities within or which contract with BCBSAZ or any of its affiliates and to accrediting organizations.

The Entity agrees to update this application while it is being processed should there be any change in the information provided regarding the Entity that could affect the application or its outcome. A photocopy of this document shall be considered by the recipient to be a signed original.

GILA COUNTY


Signature Don E. McDaniel, Jr., County Manager


Date

Michael O'Driscoll
Print Name

Director, Health and Emergency Services
Title

Authorized representative of: Gila County Division of Health and Emergency Services
Institution/Entity

FAX TO: BCBSAZ Network Management (602) 864-3142 Questions: (602) 864-4231



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER 1-800-955-8700 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 15 Enterprise, Ste 200 Aliso Viejo, CA 92656 | CONTACT NAME: PHONE (A/C, No, Ext): 480-845-6209 FAX (A/C, No): 602-244-2242 E-MAIL ADDRESS: rose_unruh@ajg.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Gila County Attn: Birdie DeNero 1400 E. Ash Street Globe, AZ 85501 | INSURER A: Arizona Counties Insurance Pool | |
| | INSURER B: Arizona Counties Workers Comp Pool | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** 28744683 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Public Officials' E&O <input checked="" type="checkbox"/> Misc Medical Mal E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | ACIP070112 | 07/01/12 | 07/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Errors & Omissions \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | ACIP070112 | 07/01/12 | 07/01/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded/Coll Ded: \$ 1,500/\$1,500 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | | | CRLAZWC070112 | 07/01/12 | 07/01/13 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of coverage for Gila County Health & Emergency Services Department for all of County's outpatient treatment center locations.

| | |
|---|---|
| CERTIFICATE HOLDER Blue Cross Blue Shield 2480 W. Las Palmaritas Drive Phoenix, AZ 85021 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



Blue Cross Blue Shield of Arizona (BCBSAZ) Facility and Ancillary Request for Participation Form

IF YOU ARE A PROFESSIONAL GROUP, PLEASE FILL OUT THE PROFESSIONAL INFORMATION FORM.

BCBSAZ and TRICARE credentialing and contracting standards require that BCBSAZ obtain, among other things, required information, such as facility name, physical address and Tax ID#. Confidential information is maintained in contracting and credentialing systems at BCBSAZ for in-house tracking, reporting purposes, and payment of claims.

You have the right to review information submitted by or from other sources in support of your credentialing application, and to correct erroneous information.

ALL REQUIRED FIELDS MUST BE COMPLETED.
The completion of this form does not guarantee network participation.

I am requesting: BCBSAZ Participation TRICARE Participation (copy of W9 required)

| | |
|---|---|
| Electronic Provider: (REQUIRED) | Are you an Electronic Provider? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If you answered No, please call 602-864-4844 or 1-800-656-5656 to set this up. |
| Facility Name: | Facility Name (Doing Business As): <u>Gila County Office of Health</u> Legal Name (if different than above): <u>Gila County</u> Ownership Structure (i.e., PC, PLLC, LLC, etc.): <u>Government</u> If your organization is a subunit of a larger organization, or if it is owned, operated, managed by, or affiliated with another organization, please indicate the name and address of the organization: _____ _____ |
| Facility or Entity Contact: | Contact Name & Title: <u>Carol Tanner, Senior Administrative Clerk</u> Business Office E-Mail: <u>CTANNER@co.gila.az.us</u> NOTE: Contracts will be sent to Business Email provided. Phone Number: <u>(928) 402-8812</u> Fax Number: <u>(928) 425-0794</u> |
| Business Website: | Website: <u>WWW.GILACOUNTYAZ.GOV</u> (Optional information – If provided, it will be displayed in online provider directory) |
| NPI : (REQUIRED) | Facility NPI: <u>1700941507</u> Eff. date: <u>11 / 01 / 1999</u> Organization NPI (if applicable): <u>479718</u> Eff. date: <u>11 / 01 / 1999</u> Organization Name: <u>Gila County Office of Health</u> |
| Tax ID#: (REQUIRED) | Tax ID#: <u>866 000444</u> (to be submitted on claims) Date provider started billing with Tax ID #: <u>11/01/1999</u> (REQUIRED) |

| | | | |
|--|---|---|---|
| Medical Records: (If different than primary location) | Street: <u>SAME AS PRIMARY LOCATION</u> Suite _____ City: _____ State: _____ Zip Code: _____ Phone: _____ Ext: _____ Fax: _____ | | |
| Billing Service: (If different than primary address) | Name: <u>Same as Primary Location</u> Street: _____ Suite _____ City: _____ State: _____ Zip Code: _____ Phone: _____ Ext: _____ Fax: _____ | | |
| Insurance Information: | Please attach a current copy of the facility's Professional Liability [Malpractice] Insurance Certificate with minimum limits of \$1M per occurrence, \$3M aggregate (the certificate must have the name and physical address of the facility and/or location being credentialed, or a statement from the carrier that all entities/locations owned by your company are covered by the policy, or an addendum from the carrier listing all locations covered by the policy). Name of Current Carrier: _____ Policy Number: _____ Expiration Date: _____ | | |
| Primary Specialty: (Check the one most applicable for the facility/entity) | <input type="checkbox"/> Ambulance Company - Air <input type="checkbox"/> Ambulance Company - Ground <input type="checkbox"/> Birthing Center <input type="checkbox"/> Ambulatory Surgery Center (ASC) (includes -Cardiac Cath Lab, >24 Hrs Recovery Care) <input type="checkbox"/> Radiology Center – circle all that apply CT, X-Ray, MRI, PET, Mammography, Ultrasound **ACR Required for CT, MRI, PET** <input type="checkbox"/> Dialysis Center <input type="checkbox"/> Laboratory <input type="checkbox"/> Home Health Agency <input type="checkbox"/> Home Infusion Care (Pharmacy License Req) <input type="checkbox"/> Infusion Center (OP) <input type="checkbox"/> Hospice <input type="checkbox"/> Sleep Lab <input type="checkbox"/> Diabetic Education and Training (ADA Required) <input type="checkbox"/> FQHC (Federally Qualified Health Ctr) - non-hospital | <input type="checkbox"/> <input checked="" type="checkbox"/> | Hospital, Acute Care Hospital, Long Term Acute Care Hospital, Psychiatric Behavioral Health, SubAcute (example: Residential Treatment Center, Rehab Treatment Center) Behavioral Health – OP Programs (example: Partial Hospitalization Program) Skilled Nursing Facility Extended Active Rehabilitation (EAR) Urgent Care Center DME/Medical Supply Orthotics Prosthetics Optical Dispenser Hearing Aid Dispenser Outpatient Treatment Center |

**INSTITUTION/ENTITY
RELEASE AND ATTESTATION**

The undersigned is authorized to act on behalf of the Institution/entity (Entity), and certifies that all information submitted on this application and all attachments hereto are correct, true, and complete to the best of my knowledge. The Entity fully understands that any misstatements in or omissions from this application may constitute cause for denial of participation in the Blue Cross Blue Shield of Arizona (BCBSAZ) network, or the termination of my existing contract, whichever is applicable.

The Entity consents to complete disclosure of and authorization to make available to BCBSAZ, its affiliates or any of their agents all relevant information pertaining to and deemed necessary and appropriate in the investigation and processing of this application, including but not limited to, information obtained through a third party such as an insurance company, licensing authority, accrediting agency, or governmental agency.

The Entity releases and discharges BCBSAZ, its affiliates, and their representatives, credentials committees, administrators, governing bodies, agents, employees and all other persons or entities supplying information to them from liability or claims of any kind or character in any way arising out of inquiries or disclosures made in good faith in connection with this application. The Entity also waives any right of action or other means of redress it may have against any person or entity supplying this information to BCBSAZ.

The Entity also authorizes the release of this information to other credentialing entities within or which contract with BCBSAZ or any of its affiliates and to accrediting organizations.

The Entity agrees to update this application while it is being processed should there be any change in the information provided regarding the Entity that could affect the application or its outcome. A photocopy of this document shall be considered by the recipient to be a signed original.

GILA COUNTY



Signature Don E. McDaniel, Jr., County Manager



Date

Michael O'Driscoll

Print Name

Director, Health & Emergency Services

Title

Authorized representative of: Gila County Division of Health and Emergency Services
Institution/Entity

FAX TO: BCBSAZ Network Management (602) 864-3142 Questions: (602) 864-4231



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

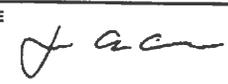
| | | | |
|---|--|--|--|
| PRODUCER 1-800-955-8700 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 15 Enterprise, Ste 200 Aliso Viejo, CA 92656 | | CONTACT NAME: PHONE (A/C, No, Ext): 480-845-6209 FAX (A/C, No): 602-244-2242 E-MAIL ADDRESS: rose_unruh@ajg.com | |
| INSURED Gila County Attn: Birdie DeNero 1400 E. Ash Street Globe, AZ 85501 | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Arizona Counties Insurance Pool INSURER B: Arizona Counties Workers Comp Pool INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 28744683 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Public Officials' E&O <input checked="" type="checkbox"/> Misc Medical Mal E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | ACIP070112 | 07/01/12 | 07/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Errors & Omissions \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | ACIP070112 | 07/01/12 | 07/01/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded/Coll Ded: \$ 1,500/\$1,500 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | CRLAZWC070112 | 07/01/12 | 07/01/13 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of coverage for Gila County Health & Emergency Services Department for all of County's outpatient treatment center locations.

| | |
|---|---|
| CERTIFICATE HOLDER Blue Cross Blue Shield 2480 W. Las Palmaritas Drive Phoenix, AZ 85021 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|