

PURSUANT TO A.R.S. SECTION §38-431.01, 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:

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**REGULAR MEETING - TUESDAY, MARCH 3, 2015 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of information on the Resolution Presented  
Copper Mining Project by Bryan Seppala, Stakeholder Engagement Analyst, and Jim Schneck, Manager of Communities.
  
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Gila No Action  
County Ordinance No. 2015-01 establishing a Taken  
curfew for minors in the unincorporated areas  
of Gila County. **(Don McDaniel)**
  
4. **REGULAR AGENDA ITEMS:**
  - A. **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors)** Information/Discussion/Action to  
approve a Library Services and Technology Act  
(LSTA) Grant Application to the Arizona State  
Library, Archives, and Public Records in the  
amount of \$18,700 for an Adult Literacy  
Materials Grant for the period of May 20,  
2015, through August 1, 2016.**(Jacque** Approved

**Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)**

- B. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)** Awarded
- C. Information/Discussion/Action to approve Contract No. 013015 with EPS Group to provide civil engineering design for the Copper Administration Building in an amount not to exceed \$49,966.85 without prior written approval of the County. **(Jeff Hessenius and Steve Stratton)** Approved
- D. Information/Discussion/Action to authorize the electronic submittal of an Arizona Nutrition Network SNAP-Ed Request for Grant Application (RFGA No. ADHS15-00004836) to the State of Arizona Department of Health Services in the amount of \$201,572 per year for a 3-year period which, if approved, will enable the Health and Emergency Services Division to implement a policy, systems and environmental change focus to affect positive, healthy behaviors. **(Josh Beck)** Authorized

- E. Information/Discussion/Action to sell State-owned tax parcel number 208-03-102B to the City of Globe for \$1.00 as it is a portion of land of which the Globe Active Adult Center is situated; and authorize the Chairman's signature on the Quit Claim Deed. **(Don McDaniel)** Approved
- F. Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Complaint from Carson Construction (CV 201500006) regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session. **(Bryan Chambers)** Directed Attorney
5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$4,884.95 to purchase four tasers with holsters, download kits, battery packs and cartridges; accept the grant award in the amount of \$4,884.95; and authorize the Chairman's signature on Grant Approved

Award Contract No. CNA15-430.

- |    |   |              |
|----|---|--------------|
| B. | Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$2,853.84 to purchase two ballistic vests with carriers; accept the grant award in the amount of \$2,853.84; and authorize the Chairman's signature on Grant Award Contract No. CNA15-431.   | Approved     |
| C. | Acknowledgment of the resignations of Debra Williams, Michael O'Driscoll, John Armer and David Wales from the Gila County Local Emergency Planning Committee (GCLEPC); and the nominations of appointment of Keith Thompson, Gila County Sheriff's Office Lieutenant, as GCLEPC Chairman, and Todd Whitney, Gila County Emergency Services Division Emergency Management/Public Health Emergency Preparedness Planner, as GCLEPC Coordinator effective as of March 3, 2015, and upon approval by the Arizona Emergency Response Commission. | Acknowledged |
| D. | Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 14, 2015.  | Approved     |
| E. | Approval of an Intergovernmental Agreement renewal between Gila County and the Town of Mammoth, whereby the Town of Mammoth Library will continue to be a designated "Access Point" under the Workforce Investment Act for the period of July 1, 2014, through June 30, 2015.   | Approved     |

- |    |  |                   |
|----|--|-------------------|
| F. | Acknowledgment of the January 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.   | Acknowledged      |
| G. | Acknowledgment of the January 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.  | Acknowledged      |
| H. | Acknowledgment of the January 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.  | Acknowledged      |
| I. | Approval of the January 27, 2015, Board of Supervisors' meeting minutes.   | Approved          |
| J. | Acknowledgment of the Human Resources reports for the weeks of February 3, 2015, February 10, 2015, February 17, 2015, and February 24, 2015.  | Acknowledged      |
| K. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 1, 2015, to February 6, 2015; and February 9, 2015 to February 13, 2015.   | Acknowledged      |
| L. | Approval of finance reports/demands/transfers for the weeks of February 24, 2015, and March 3, 2015.   | Approved          |
| 6. | <b>CALL TO THE PUBLIC:</b> Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona | Comments Provided |

Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented. 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-3018**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Resolution Copper Company Project Update

Background Information

Bryan Seppala, Stakeholder Engagement Analyst, of Resolution Copper Company requested to provide the Board of Supervisors with a brief project update of its mining project in Superior, Arizona. Mr. Jim Schneck, Manager of Communities, for Resolution Copper Company will also present information.

Evaluation

This presentation and update provides the Board of Supervisors and the County with current information regarding the local Resolution Copper Company Project.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of information on the Resolution Copper Mining Project by Bryan Seppala, Stakeholder Engagement Analyst, and Jim Schneck, Manager of Communities.

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Attachments

*No file(s) attached.*

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**ARF-2992**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: County Manager

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Information

Request/Subject

An ordinance establishing a curfew for minors in the unincorporated areas of Gila County

Background Information

In May of 2012, County staff developed a curfew ordinance to help control underage drinking in areas of the unincorporated county.

The Board of Supervisors in their Work Session on January 29, 2013, considered the staff's draft of a Curfew Ordinance. The Ordinance proposed establishing a curfew of 10:00 pm to 6:00 am seven (7) days a week for residents under the age of 18. The draft Ordinance also establishes the circumstances which would constitute exceptions to the curfew, the forms of enforcement, and the penalties for violation of the Ordinance.

The Work Session concluded with the Board instructing staff to circulate the proposed ordinance to the elected officials and the public and then present those comments/suggestions to the Board at a future meeting. Both the Chief Probation Officer and the Sheriff have reviewed the original ordinance and changes have been made to the current draft in keeping with their comments.

Evaluation

The original draft Curfew Ordinance was created by compiling sections of ordinances currently in effect in other jurisdictions in Arizona. The revised draft (February 2015) includes changes based upon comments received at and after the Work Session.

While most cities and towns already have curfew ordinances that are enforceable within their corporate limits, Gila County does not have a

curfew which applies to the unincorporated areas. Some have observed that when the ordinances are enforced within a city or town, the violators simply move to the unincorporated areas to continue their activities after hours.

The proposed Curfew Ordinance (February 2015 Draft) only applies to unincorporated areas of Gila County including US Forest Service land, Bureau of Land Management land, and Arizona State Land Department land, but specifically excludes incorporated cities and towns as well as sovereign Indian nations and reservations that are located within the County.

Primary enforcement of the curfew would be carried out by the Gila County Sheriff.

### Conclusion

The February 2015 Draft Curfew Ordinance for the unincorporated areas of the County appears to be consistent with the ordinances that currently exist in the incorporated communities. Therefore, it appears this Draft Curfew Ordinance responds to the inequity that exists between the incorporated and the unincorporated areas of Gila County.

### Recommendation

Staff recommends that the Board of Supervisors approve Curfew Ordinance No. 2015-01.

### Suggested Motion

Information/Discussion/Action to adopt Gila County Ordinance No. 2015-01 establishing a curfew for minors in the unincorporated areas of Gila County. **(Don McDaniel)**

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### Attachments

Ordinance No. 2015-01

Public Hearing Notice for Curfew Ordinance

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## GILA COUNTY

### **CURFEW ORDINANCE NO. 2015-01**

AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS RELATING TO CURFEW HOURS FOR MINORS IN ORDER TO REDUCE JUVENILE CRIME, PROTECT THE CITIZENS OF GILA COUNTY, AND REINFORCE PARENTAL SUPERVISION.

PURSUANT TO A.R.S. §11-251 AND §11-251.05; BE IT ORDAINED BY THE GILA COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

#### **SECTION I – DEFINITIONS:**

1. “Adult” means a person 18 years of age or older.
2. “County” means the County of Gila, Arizona, and **includes** all unincorporated areas of the County of Gila under the jurisdiction of the County of Gila including United States Forest Service land, United States Bureau of Land Management land, and Arizona State Land Department land, **but excludes** all incorporated cities, towns and sovereign Indian nations and reservations located within the County.
3. “Emergency” means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a national disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life or property.
4. “GCO 2015-01” means Gila County Ordinance No. 2015-01 and its subsections.
5. “Guardian” means a person who, under court order, has the legal authority and duty to care for another person because of infancy (having not attained the age of 18 years), incapacity or disability. A guardian may be a public or private agency with whom a minor has been placed by a court.
6. “Insufficient Supervision” means failure of a parent, guardian, or adult with supervisory custody to exercise reasonable care and diligence in parenting/rearing a minor.
7. “Minor” means any person less than eighteen (18) years of age.
8. “Parent” means a person who is a natural, adoptive, or foster mother or father; or a step-mother or step-father of at least eighteen (18) years of age who is properly authorized to have the care and custody of a minor.
9. “Remain” means to linger or stay or fail to leave premises when requested to do so by a law enforcement officer or by the owner, operator or authorized person in control of the premises.

10. "Separate Offense" means an offense arising out of the same event as another offense but containing some differences in elements of proof. A person may be tried, convicted and sentenced for each separate offense.
11. "Supervisory Custody" means being held or kept under the supervision of an adult who is charged or directed by proper authority with holding or keeping a minor under supervision.

## **SECTION II – OFFENSES:**

1. It is unlawful for any minor under the age of eighteen (18) years to be or remain in, about, or upon any place in the County away from the dwelling house or usual abode of said minor between the hours of 10:00 p.m. and 6:00 a.m. Sunday through Wednesday and between the hours of 12:00 a.m. to 5:00 a.m. Thursday through Saturday.

## **SECTION III – DEFENSES:**

It is a defense to prosecution under GCO 2015-01, Section II Paragraph 1 that the minor was:

1. Accompanied by the minor's parent, guardian or an adult having supervisory custody.
2. With prior written permission of the parent or guardian, or an adult having supervisory custody, in a motor vehicle involved in interstate travel.
3. With prior written permission of the parent or guardian, or an adult having supervisory custody, in an employment activity or going to or returning home from an employment activity without any detour or stop.
4. Involved in an emergency.
5. With prior written permission of the parent or guardian, or an adult having supervisory custody, attending an official school, religious or other recreational activity supervised by adults and sponsored by any school district, governmental entity, a civic organization or other similar entity that takes responsibility for the minor, or going to or returning from without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by any school district, governmental entity, a civic organization or other similar entity that takes responsibility for the minor.
6. With prior written permission of the parent or guardian, or an adult having supervisory custody, exercising the First Amendment right of free exercise of religion or freedom of speech protected by the United States Constitution.
7. With prior written permission of the parent or guardian, or an adult having supervisory custody, was engaged in reasonable, legitimate and specific business and/or activity.
8. Married or had been married, or had disabilities of a minor removed, or emancipation ordered by a court of competent jurisdiction.

#### **SECTION IV – PARENT OR GUARDIAN DUTIES UPON DEMAND FOR CUSTODY:**

In addition to any other authority he/she may have, any law enforcement officer who arrests a minor for violation of any provision of this Ordinance is also authorized and may demand that the parent, guardian or adult having supervisory custody of a minor, take the minor into his/her custody. It shall be unlawful for any parent; guardian or adult having supervisory custody of the minor to willfully fail or refuse to take the minor into custody after such demand is made upon him/her.

#### **SECTION V – ENFORCEMENT:**

Before taking any enforcement action under this Ordinance, a law enforcement officer shall ask the apparent offender for proof of his/her age and the reason for being away from the apparent offender's dwelling house or usual abode. The officer shall not issue a citation or make an arrest under this Ordinance unless the officer reasonably believes that an offense has occurred and that, based upon the circumstances, the minor's responses and conduct do not qualify as a defense as provided in GCO 2015-01, Section III, Paragraphs 1 through 8.

#### **SECTION VI – SEPARATE OFFENSE:**

Each violation of GCO 2015-01, Section II, and Paragraph 1 shall constitute a separate offense.

#### **SECTION VII – PENALTIES:**

1. First Offense: Any minor found in violation of this Ordinance for the first time shall be required to perform not more than 10 hours of community service. Community service may be substituted on an hour for hour basis for attendance at an officially recognized teen outreach program, counseling program or course on substance abuse.
2. Second Offense: Any minor found in violation of this Ordinance for a second time shall be required to perform not more than 10 hours of community service and pay a fine not to exceed one hundred (\$100.00) dollars. The fine may be waived if the minor provides written proof of attendance and completion of an officially recognized teen outreach program, counseling program or course on substance abuse.
3. Third Offense: Any minor found in violation of this Ordinance for a third or subsequent time shall be required to perform not more than 10 hours of community service and pay a fine not to exceed more than five hundred (\$500.00) dollars.

#### **SECTION VIII – SEVERABILITY:**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION IX – PRESERVATION OF PEACE, HEALTH AND SAFETY:**

Whereas, it is necessary for the preservation of the peace, health and safety of the minors and residents of Gila County, Arizona, this Ordinance shall become effective from and after thirty (30) days from the date of adoption by the Gila County Board of Supervisors.

**PASSED AND ADOPTED** by the Gila County Board of Supervisors this 3<sup>rd</sup> day of March 2015.

**GILA COUNTY BOARD OF SUPERVISORS:**

By: \_\_\_\_\_  
Michael A. Pastor, Chairman

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Bryan Chambers,  
Deputy County Attorney/Civil Bureau Chief

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

**PUBLIC HEARING NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing at **10:00 a.m. on Tuesday March 3, 2015**, at the Gila County Courthouse Supervisors Hearing Room, 1400 East Ash Street, Globe, Arizona to discuss and receive public comment, and to consider adopting **Curfew Ordinance No. 2015-01, which imposes curfew hours on minors in the unincorporated areas of Gila County.**

One or more Board members may participate in the hearing by telephone conference call or by interactive television video (ITV). Any member of **the public is also welcome to participate in the hearing via ITV** at the Board of Supervisors Conference Room, 610 E. Highway 260, Payson, Arizona.

The proposed Curfew Ordinance provides curfew hours of 10:00 p.m. to 6:00 a.m. Sunday through Thursday and 12:00 a.m. to 5:00 p.m. Friday and Saturday, allows exceptions with parental approval, and provides penalties of community service or attendance of approved counseling.

Copies of the proposed Curfew Ordinance No. 2015-01 are available for public review at the Clerk of the Board of Supervisors Office, 1400 E. Ash Street, Globe, Arizona 85501.

Dated this 6<sup>th</sup> day of February 2015.

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Publish: Arizona Silver Belt:      One Publication: February 11, 2015      Acct. 101514

**Regular BOS Meeting**

Meeting Date: 03/03/2015  
Submitted For: Jacque Griffin, Asst. County Manager/Librarian  
Submitted By: Pam Beerens, Public Services Librarian, Asst County Manager/Library District  
Department: Asst County Manager/Library District Division: Library District

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InformationRequest/Subject

Library Services & Technology Act Grant Application for Adult Literacy Materials Grant to Arizona State Library Archives and Public Records in the amount of \$18,700.00.

Background Information

The Arizona State Library, Archives and Public Records Department offers and administers Library Services and Technology Act (LSTA) grants. The grant timeline requires that any application be submitted by March 9, 2015. These grants do not require any additional matching funds beyond existing staff. Library District staff are applying for an "Adult Literacy Materials" grant to provide a collection of adult literacy books and materials at each of the eight affiliate libraries.

Evaluation

The Public Services Librarian was accepted to be part of the Excelling Grantwriters Group of the Arizona State Library, Archives and Public Records. This is a six-month process to develop an application for a Library Services and Technology Act (LSTA) grant. The Gila County Library District decided to apply for a LSTA grant for fiscal year 2016 to promote Adult Literacy learning in Gila County. This grant will provide books and materials for each library that are designed to assist adults who want to improve their reading and writing skills. Library staff are asking for a total amount of \$18,700 in LSTA funds. \$15,456.84 will be for books and materials. \$325 will cover travel expenses for the Public Services Librarian to deliver materials to each library, \$1218.16 will provide posters, display materials, brochures, and survey forms, and \$1,700 will cover indirect costs.

Conclusion

There is a need in Gila County for literacy resources for adult non-readers, low-level readers, and ESL learners. The public libraries in Gila County would like the opportunity to serve this need and to be a bridge to other programs and resources. This LSTA grant allows each library to offer a core collection of materials to begin to meet this need.

Recommendation

Library District Staff recommends that the Library District Board of Directors approve the submittal of an LSTA grant application to the Arizona State Library, Archives and Public Records in the amount of \$18,700 for materials related to Adult Literacy.

Suggested Motion

**(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors)** Information/Discussion/Action to approve a Library Services and Technology Act (LSTA) Grant Application to the Arizona State Library, Archives, and Public Records in the amount of \$18,700 for an Adult Literacy Materials Grant for the period of May 20, 2015, through August 1, 2016**(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors)**

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Attachments

LSTA Grant Application

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# Grant Application Cover Sheet

**Current Status:** Incomplete Application

**Date Certification Received:**

None

## General Project Information

Gila County Library District

Guerrero Building

1400 E Ash St

Globe, AZ 85501-1414

DUNS Number: 74462102

Password: gila

**Does the applicant meet all the eligibility criteria for a library?**       Yes    No

**If no, what criteria is the applicant missing?**

## Project Contact Information

**Contact Name**      Jacque Griffin

**E-mail Address**      jgriffin@gilacountyaz.gov

**Use Library Address as Contact Address**

**Mailing Address**      Guerrero Building

1

**Mailing Address**      1400 E Ash St

2

**City**      Globe

**State** AZ  
**Zip Code** 85501-1414  
**Phone** 928-402-8770  
**Fax** 928-425-3462

## Legal Administrator Information

**The Project Contact is the Legal Administrator**

**Title** Assistant County Manager

**First Name** Jacque

**Last Name** Griffin

**E-mail Address** jgriffin@gilacountyaz.gov

**Mailing Address 1** Guerrero Building

**Mailing Address 2** 1400 E Ash St

**City** Globe

**State** AZ

**Zip Code** 85501-1414

**Phone** 928-402-8770

**Fax** 928-425-3462

**If this grant is awarded, what entity should the award check be made out to?**

Gila County

# LSTA Application Worksheet

**Project Name**                      Adult Literacy Materials

**Project Summary**  
*Please limit to 120 words or less.*

The goal of this project is to provide resources for adults who want to improve their reading and writing skills. There is a lot of focus on early literacy in Gila County, but often the parents struggle with reading.

## Primary Project Intent

- Institutional Capacity: Enhance library's workforce
- Institutional Capacity: Improve library's physical and technology infrastructure
- Institutional Capacity: Improve library's operations
- Information Access: Improve users' ability to discover information
- Information Access: Improve users' ability to obtain information resources
- Lifelong Learning: Improve users' formal education
- Lifelong Learning: Improve users' general knowledge and skills
- Human Services: Improve users' ability to apply information that furthers their personal, family or household finances
- Human Services: Improve users' ability to apply information that furthers their personal or family health and wellness
- Human Services: Improve users' ability to apply information that furthers their parenting and family skills
- Economic and Employment Development: Improve users' ability to use resources and apply information for employment support
- Economic and Employment Development: Improve users' ability to use and apply business resources
- Civic Engagement: Improve users' ability to participate in community conversations around topics of concern

**Amount of grant funds you are requesting**                      \$18,700.00

**For your library, is this project:**                       New    Continuing

**Please select one of the guideline categories for which you are applying.**

2015 Learning ▼

**Identify the beneficiaries to be directly served by your project. (Check all that apply)**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Library workforce (including volunteers and trustees) | <input checked="" type="checkbox"/> 26-49 years                          | <input checked="" type="checkbox"/> Black or African American                           |
| <input type="checkbox"/> Urban population                                      | <input checked="" type="checkbox"/> 50-59 years                          | <input checked="" type="checkbox"/> Hispanic or Latino                                  |
| <input checked="" type="checkbox"/> Rural population                           | <input checked="" type="checkbox"/> 60-69 years                          | <input type="checkbox"/> Native Hawaiian or other Pacific islander                      |
| <input type="checkbox"/> All ages  | <input checked="" type="checkbox"/> 70+ years                            | <input checked="" type="checkbox"/> Families  |
| <input type="checkbox"/> 0-5 years   | <input checked="" type="checkbox"/> Unemployed                           | <input checked="" type="checkbox"/> Intergenerational groups (excluding families)       |
| <input type="checkbox"/> 0-5 years   | <input checked="" type="checkbox"/> People living below the poverty line | <input checked="" type="checkbox"/> Immigrants/refugees                                 |
| <input type="checkbox"/> 6-12 years  | <input checked="" type="checkbox"/> American Indian or Alaska native     | <input checked="" type="checkbox"/> People with disabilities                            |
| <input type="checkbox"/> 13-17 years   | <input checked="" type="checkbox"/> Asian                                | <input checked="" type="checkbox"/> Limited functional literacy or informational skills |
| <input checked="" type="checkbox"/> 18-25 years                                |  |   |

**List partners for this project**

Eight affiliate libraries in Gila County.

## **Adult Literacy Gila County**

### **Project Summary:**

The goal of this project is to provide resources for adults who want to improve their reading and writing skills. There is a lot of focus on early literacy in Gila County, but often the parents struggle with reading. Funds will be used to provide adult basic education materials, low-level/adult-interest reading materials, and access to online learning and testing resources. Community members will benefit because adult learners will be able to find free materials and assistance through their local libraries and information on adult education programs that are available. This will help them improve their skills and contribute more to the community.

### **Project Description:**

#### a. What will you do, and how will you do it?

Each of the eight public libraries in Gila County will receive a collection of 220 books for adult learners. These books will be purchased and cataloged by the Gila County Library District (GCLD) and delivered to each library. The collection will include easy reading adult-interest fiction, biographies, history, classics, money help, job help, US government information, dictionaries, a thesaurus, and books to read with children. There will also be brochure displays and a display/collection box for surveys. An adult literacy page will be added to the GCLD website with links to county-owned databases and many other free resources, and an online version of the survey. Brochures highlighting the collections will be designed, printed, and distributed to the libraries and other locations in the community. A survey will be designed in print and online.

#### b. What role will each of the institutional partners play?

The eight affiliate libraries will each house a collection of adult literacy materials and provide computer access to online resources. Staff will be instructed on the goals of the project and the many resources available. They will assist patrons in finding and using materials and will encourage them to fill out a survey, either paper or online.

#### c. How will the general public participate or use this product?

Materials will be available for in-library use or checkout. The online materials can be accessed at the libraries or elsewhere. Users will be able to find books for pleasure reading on their own or reading with their children. They can research topics of interest, learn about educational programs, find study helps and practice tests, and learn about the GED and citizenship.

**Justification:**

a. What community need or opportunity does your project address? How do you know this is a need? Why is this project the best approach?

This project will address the need for literacy resources for adult non-readers, low-level readers, and ESL learners in Gila County. According to the Arizona Department of Education, in 2012-2013 16% of adults 18 or older in Gila County did not have a high school credential. 50% of 16- to 19-year-olds were not enrolled in school and did not have a high school credential. There is one literacy program in northern Gila County. A previous program in the southern part of the county has closed. The Gila County Adult Education program provides literacy and education services to many residents. However, there are many who do not attend these programs because of fear, embarrassment, or family patterns of non-reading. The library can be a familiar and welcoming place where they can read or check-out materials at their reading level, and also receive information on other programs and resources in the community.

b. What audiences are you targeting with this project and why?

The project will target adult non-readers, low-level readers, and ESL learners in Gila County who are not currently attending school. Many of these do not know where to go if they want to improve their reading skills. The eight libraries of Gila County can be a source of materials and information, and we can work with others in the community to develop new programs.

c. How does this project relate to your library's mission?

The mission statement of Gila County Libraries includes "to provide access to informational, educational, and recreational resources" and "to promote lifelong learning now and for future generations." It is the goal of this project to provide a collection of materials and resources for adult learners to use, and to be a bridge to current and future adult literacy programs.

**Outcomes/Activities/Evaluation:**

a. What specific change do you intend to achieve with this project? Briefly explain why you have selected this outcome, tying it to the justification provided.

The goal of this project is to encourage adults at any reading level to improve their skills. This may mean learning to read with their children, learning English as a second language, adding to their current reading skills, working on their GED, or pursuing further education. It is hoped that this core collection can grow and be used by other agencies in the community as part of adult literacy programs.

b. List at least one product or activity that will help you meet the outcome. All products and activities that are a part of your project should be linked to an outcome.

The library collections and the webpage will provide many resources for adult learners. The brochures will announce the collections and explain their purpose. The surveys will help evaluate the program to guide its use and make future improvements.

c. Describe what tool(s) or method(s) you will use to evaluate each product or activity listed. Examples include pre- and post-assessments, surveys, benchmarks, and observations.

A survey will be designed to gather information about current reading levels, interest in the collection, goals of the user, usefulness of the materials, and other needs. Library staff and others in the community will be asked to note any comments they receive about the collections.

**Project Personnel:**

a. Provide a list of the names of project personnel, the organization they represent and their title, and a description of their duties for this project.

Pam Beerens	Gila County Library District	Public Services Librarian	Grant Coordinator
Marion Steele	Globe Public Library	Library Director	Coordinator
Mary Helen Lopez	Hayden Public Library	Library Manager	Coordinator
Becky Waer	Isabelle Hunt Memorial Library	Library Manager	Coordinator
Delvan Hayward	Miami Memorial Public Library	Library Manager	Coordinator
Emily Linkey	Payson Public Library	Library Director	Coordinator
Emma Victor	San Carlos Public Library	Library Manager	Coordinator
Kathy Womack	Tonto Basin Public Library	Library Manager	Coordinator
Elizabeth Hutton	Young Public Library	Library Manager	Coordinator

b. Identify the project director, and explain why he or she is appropriate for this project.

Jacque Griffin	Gila County Library District	County Librarian	Project Director
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Jacque, in her capacity of Gila County Librarian, is the obvious best choice to lead this Adult Literacy grant as project director. Jacque and the affiliate libraries have always partnered on LSTA Grants for the good of the whole.

**Timeline/Schedule of activities:**

- May 2015: Prepare book and materials orders. Finalize designs for brochures and survey. Design a page on the website to gather all appropriate databases and links for Adult Literacy. Keep libraries updated on the process.
- Late May: Attend grant recipients workshop. Place book and materials orders. Order brochures and surveys.

- June: Catalog and process books as they arrive.
- July: Deliver materials to the eight libraries. Distribute brochures to libraries, partners, and other locations in the community.
- September: Evaluate effectiveness of surveys. Meet with partners to discuss progress. Plan additional methods of evaluation, as needed.
- October: Visit libraries to evaluate the project and determine additional needs.
- January 2016: Continue discussions with partners. Determine future needs and goals. Order any additional materials needed if there are funds remaining.
- July: Complete evaluation process.
- August: Complete final report.

**Budget Justification:**

There are eight affiliate libraries in Gila County. \$15,456.84 will provide a core set of 220 books for each library, including shipping. These have been selected from catalogs and online websites of companies that specialize in adult interest, low-level readers. They include fiction, biographies, history, money help, job help, literature, dictionaries, a thesaurus, and *We Both Read* books for parents to read with their children. Travel includes one round trip to each library (730 miles @ .445 cents/mile) for delivery. Printing will include 12,500 brochures explaining the collection (quoted from Print Place) and 24 lb paper to print surveys and signs/posters (from Office Depot). Other supplies will include ten survey boxes and 12 brochure stands, prices quoted from Amazon.com. The Public Services Librarian will be responsible for ordering, cataloging, and delivering books, designing promotional materials, and adding a page to the current website that pulls together free resources for adult learners. The in-kind cost is based on 600 hours. Costs at the libraries are for shelf space, computer usage, and patron assistance. The cost of the webpage is a percentage of the annual cost for the website. Cataloging materials include barcodes, spine labels, and label covers.

# Application Fiscal Report

Budget Category	Description	LSTA Funds	Local Match	Total	
Salaries & Benefits ▼					<a href="#">Add</a>
Salaries & Benefits	Public Services Librarian	\$0.00	\$9,972.00	\$9,972.00	<a href="#">Edit</a> <a href="#">Delete</a>
		<b>\$0.00</b>	<b>\$9,972.00</b>	<b>\$9,972.00</b>	
Travel	Roundtrip delivery to each of eight libraries	\$325.00	\$0.00	\$325.00	<a href="#">Edit</a> <a href="#">Delete</a>
		<b>\$325.00</b>	<b>\$0.00</b>	<b>\$325.00</b>	
Supplies & Materials	24 lb paper	\$32.99	\$0.00	\$32.99	<a href="#">Edit</a> <a href="#">Delete</a>
Supplies & Materials	Books	\$15,456.84	\$0.00	\$15,456.84	<a href="#">Edit</a> <a href="#">Delete</a>
Supplies & Materials	Brochure stands	\$40.00	\$0.00	\$40.00	<a href="#">Edit</a> <a href="#">Delete</a>
Supplies & Materials	Cataloging supplies	\$0.00	\$300.00	\$300.00	<a href="#">Edit</a> <a href="#">Delete</a>
Supplies & Materials	Survey boxes	\$53.17	\$0.00	\$53.17	<a href="#">Edit</a> <a href="#">Delete</a>
		<b>\$15,583.00</b>	<b>\$300.00</b>	<b>\$15,883.00</b>	
Services	Library space & personnel	\$0.00	\$8,000.00	\$8,000.00	<a href="#">Edit</a> <a href="#">Delete</a>
Services	Printing brochures	\$1,092.00	\$0.00	\$1,092.00	<a href="#">Edit</a> <a href="#">Delete</a>
Services	Webpage	\$0.00	\$100.00	\$100.00	<a href="#">Edit</a> <a href="#">Delete</a>
		<b>\$1,092.00</b>	<b>\$8,100.00</b>	<b>\$9,192.00</b>	
Indirect Costs		\$1,700.00	\$0.00	\$1,700.00	<a href="#">Edit</a> <a href="#">Delete</a>
		<b>\$1,700.00</b>	<b>\$0.00</b>	<b>\$1,700.00</b>	
		<b>\$18,700.00</b>	<b>\$18,372.00</b>	<b>\$37,072.00</b>	

# Certification of Application

I certify this application to be true and accurate to the best of my knowledge. On behalf of all organizations participating in this application, I hereby assure and certify that I will comply with all regulations, policies, guidelines and requirements pertinent to the application and to the use of award funds. Funds will not be used for indirect or administrative costs. The applicant agrees to submit a final report, which will include a narrative, budget and certification by the final report deadline. If this application is approved, I certify that the project will begin promptly, and will be completed as described.

**Library Name:** Gila County Library District  
**Project Name:** Adult Literacy Materials

**Authorizing Official's Name:** Jacque Griffin

**Authorizing Official's Title:** Assistant County Manager/County Librarian

**Mailing address:**  
Gila County Library District  
1400 E Ash St  
Globe, AZ 85501

---

Authorizing Official Signature for Gila County Library District

Date

*[View Grant Application Report](#)*

## IMPORTANT

This form **MUST** be postmarked by the due date in order to be eligible for consideration. Please type or print clearly.

## MAIL COMPLETED APPLICATION TO:

Grants Administrator  
Library Development Division  
Carnegie Center  
1101 W. Washington  
Phoenix, AZ 85007

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Arizona State Library, Archives and Public Records

Date

Approved as to form  
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

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**ARF-3030**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015 Budgeted?: Yes

Contract Dates 3-3-15 to Grant?: No

Begin & End: 6-30-15

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Contract Award for Request For Proposals No. 111714.

Background Information

At the January 20, 2015 Board of Supervisors Regular meeting, the Board of Supervisors authorized the advertisement of Request for Proposals (RFP) No. 111714 for the purchase of one new or used hydraulic tail equipment trailer.

In January 1999, Gila County purchased a 1998 Wallace Lowboy trailer (Gila County equipment number C-18T), to haul heavy equipment to and from various construction project sites. The purchase price was \$41,255. The Consolidated Roads Department intends to sell the current haul trailer, equipment number C-18T, and purchase a safer and more efficient equipment hauler.

RFP No. 111714 was advertised in the Arizona Silver Belt on January 28, 2015, and February 4, 2015. Sealed bids were due on February 11, 2015 by 3:00 P.M. MST.

Evaluation

Sealed bids for RFP No. 111714 were accepted in the Gila County Finance Department through 3:00 P.M. MST on Wednesday, February 11, 2015. The Finance Department received four competitive bids from vendors.

Empire Truck & Trailer submitted the lowest price that meets the bid specifications, quoting \$75,319.75 for a new Trail King TK80HT.

Conclusion

The current haul trailer owned by Gila County, equipment number C-18T, does not have a tilt bed, which in addition to being a safety issue makes it difficult for one person to load and unload a piece of heavy equipment. A hydraulic tail trailer will lessen the potential of injury to employees and County equipment, as well as be more efficient in hauling equipment to different locations to save time. A hydraulic trail trailer has a gooseneck like drop-deck trailer with an added bonus of a hydraulic flip

tail. This flip can be folded out and lowered to the ground for loading equipment and materials. The Consolidated Roads Department intends to sell the current haul trailer, equipment number C-18T, and purchase a safer and more efficient equipment hauler.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors award a contract related to Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)**

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Attachments

Bid Results

Empire Truck and Trailer proposal

Utility Trailer Sales Co. of Arizona proposal

RDO Equipment proposal

Ditch Witch of Arizona proposal

Contract No. 111714-Empire Truck and Trailer

Legal Explanation

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**QUOTE TABULATION FORM**



**GILA COUNTY**

**BID** Request for Proposals  
**TITLE:** Hydraulic Tail Equipment Trailer  
**BID** **DUE**  
**NO.:** 111714 **DATE:** 2-11-15/3:00 P.M.

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G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Empire Truck & Trailer (Don Miller) don.miller@empire-cat.com 602-309-7229	\$75,319.75	New Trail King TK80HT
	Argo SAB, Inc. (John) argo4trailers@aol.com 602-269-9480	No Bid	
	Midco Sales Truck and Trailer (Jim Kerwin) jim@midcosales.com 480-999-0607 ext 702	No Bid	
	Rush Truck Center (Byron) haughtb@rushenterprises.com 520-205-8506	No Bid	
	Superstition Truck & Trailers (Skip Crouse) skip@stlaz.com 602-571-2742	No Bid	
2	Utility Trailer Sales (Mark) mfiala@utilityaz.com 602-462-2409	\$84,330.75	New Trail-Eze TE70
4	Ditch Witch of AZ (Pat) patrick@ditchwitchaz.com 602-316-1446	\$88,655.62	New Towmaster T-70HT/T-110HT
3	RDO Equipment (Robert) rbartholomew@rdoequipment.com 602-741-3248	\$88,365.16	New Towmaster T-70HT/T-110HT

Witnessed By: Betty Hurst  
 Date: 2-11-15

Advantage Series Hydraulic Tail Trailer



*Advantage*<sup>TM</sup>

**Series  
Hydraulic  
Tail Trailer**



*Advantage*<sup>TM</sup>  
SERIES

# Advantage™

# Series Hydraulic



### Front Access Panel

The Trail King standard front access panel offers easy access for connecting hydraulic, air and electrical lines. The panel may be opened for internal maintenance or repair simply by loosening four bolts.



### Tool Boxes

Haul your tools as well as your load... thanks to two covered tool boxes in the top deck that come as standard equipment.



### Upper Deck Ramp

An 8' hydraulic recessed ramp to the upper deck is standard. A special locking mechanism (see inset) ensures that the upper deck ramp stays in place during loading, even if the hydraulics should fail.



### Valve Cover

A protective panel on the underside of the gooseneck shields the hydraulic valving from road grime and debris, resulting in reduced maintenance and longer life.



### Reinforced Gooseneck

To prevent cracking and provide extra strength, the gooseneck is reinforced with a half-moon gusset and a brace that runs the full depth of the beam.



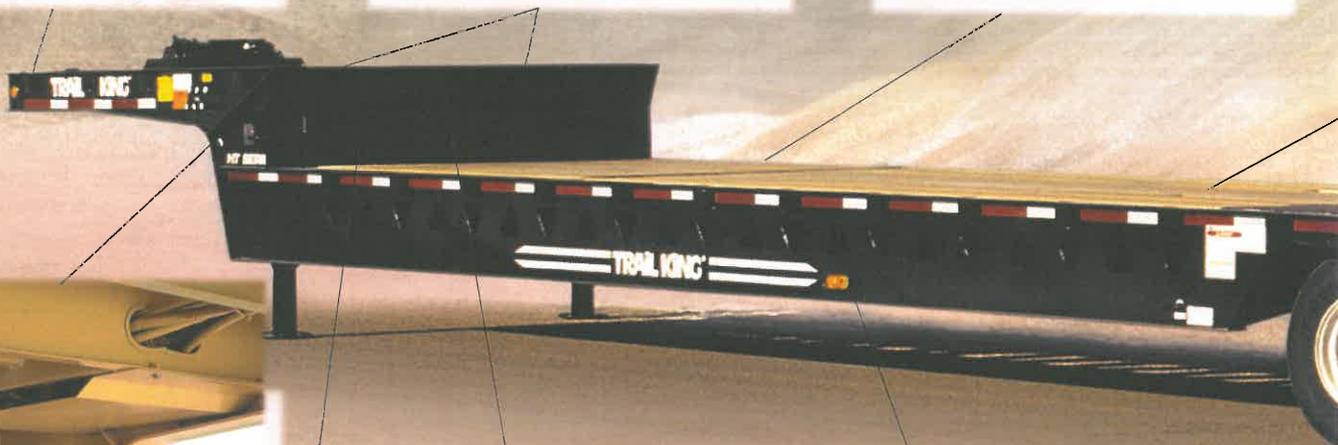
### Winch

Even "dead" equipment can be loaded with ease with the standard 12,000-lb. winch with level wind (mounted above the king pin). Winch guard and 65' cable with locking safety hook are also standard.

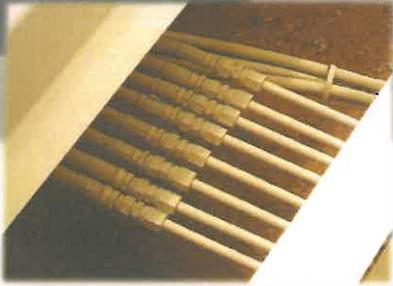


### Wiring

Rubber grommets are used wherever wiring runs through the frame in order to eliminate wear, reduce maintenance and repair, and deliver dependable electrical component performance.

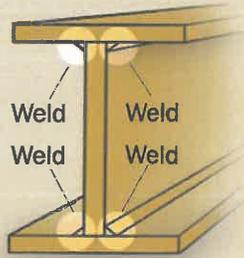


# Tail Trailer



## Hydraulic Lines

The hydraulic system features steel lines under the deck, and JIC fittings and O-ring seals at connection points for dependable, leak-free performance.



## One-Piece Construction

Trail King I-beams are constructed of one-piece web and flange material and welded on all four sides to seal and protect the seams from rust. The result is an I-beam that is not only stronger... but one that is stronger longer.



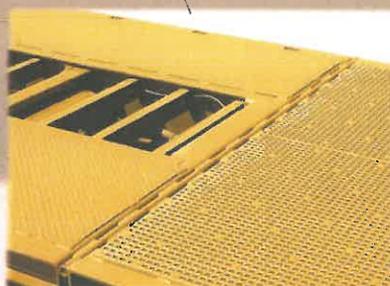
## Paint

Crossmembers are primed and topcoated with two-component polyurethane primer and topcoat before decking is installed. So the entire trailer has protection from the elements – even in places you can't see.



## H-Bar Transport Lock

Standard H-bar assembly allows the load to be carried on the tail in the transport position and without putting weight on the hydraulic cylinders. The result... more deck space available without compromising a safe, stable haul.



## Tail Hinge

The tail features a heavy-duty hinge that runs the whole width of the deck for the rugged, durable, trouble-free operation necessary to handle heavy loads and continuous usage.



## Eight-Beam Approach Plate

Two outside I-beams provide the extra strength necessary to prevent "peeling off" the edge of the ramp during loading. The six formed beams in between provide solid support across the whole width of the approach plate.

*Advantage*<sup>TM</sup>

# Series Hydraulic Tail Trailer



With the push of a lever, the hydraulic tail can be lowered to load from ground level...

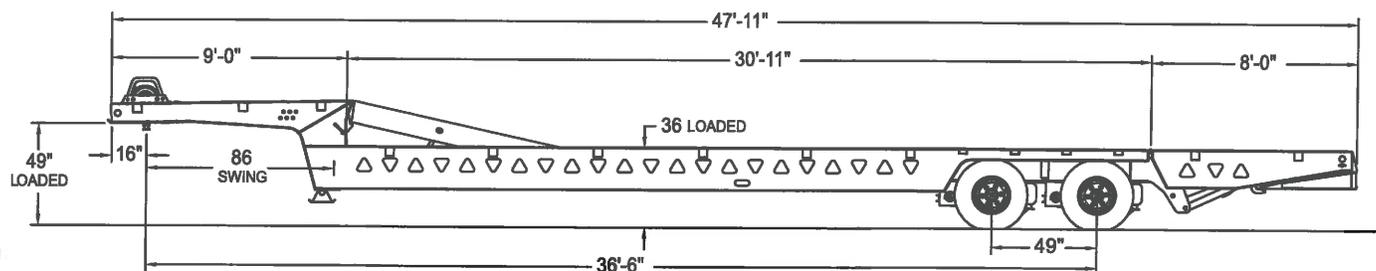


...or raised to load from a dock up to 58" in height, without the use of ramps or forklifts.



The hydraulic recessed upper deck ramp allows you to load the upper deck and maximize your hauling capacity.

## STANDARD CONFIGURATION



## STANDARD EQUIPMENT

Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.  
47'11" Overall Length  
102" wide  
36" loaded deck height (with 17.5 tires)  
49" loaded 5th wheel height  
16" king pin setting with 86" swing clearance  
9' 0" straight drop upper deck  
2 tool boxes at front of upper deck  
8' hydraulic recessed upper deck ramp  
12,000 lb. hydraulic winch with level wind (mounted above king pin)  
Winch guard  
65' winch cable with locking safety hook  
Wireless remote for winch (1 function, 2 buttons)  
10-ga. floor plate decking on upper deck  
1 3/8" (NET) apitong deck raised w 1/4" floor plate over wheels  
8" and 10" cross members on 12" centers  
100,000/80,000 psi yield strength steel construction  
External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"  
Star Traction over steel on last 3' of wheel covers, tail, and folder under  
11'10" hydraulic tail with 46" fold-under, 14° load angle  
Tail raises to 58" dock height and lowers to ground  
Hydraulic actuated tail lock

Vertical supports inside fold under  
Air ride suspension  
Air ride lowering with switch on upper deck  
(2) 25,000 lb axles (5/8" wall)  
49" axle spacing  
4S2M ABS Brakes  
Automatic slack adjusters  
Steel hub-piloted - cast drum  
6.5 x 17.5 8-hole steel disc wheels  
One-piece oil seals  
Pro Tork axle nuts  
235/75R x 17.5 radial tires  
Dual hydraulic controls (each side)  
Pin-type park stands  
LED lights, 50 state legal  
Three tail lights per side (amber in center)  
Electrical system per DOT regulations  
Midturn signal clearance lights  
Rubber-mounted sealed lights with sealed harness system  
Mud flaps  
Red & white conspicuity markings  
Paint: Trail King 2 part polyurethane

All specifications are subject to change without notice. Trailers pictured in this brochure may feature optional equipment.



**TRAIL KING Industries**

*Advantage*<sup>TM</sup>  
SERIES

Quote #: TK-30676.00

To: Empire Truck & Trailer

Reference: Gila County  
 Est. Completion Date:

Attn:  
 Phone:  
 Cell:

PO Number:  
 Issued:  
 Expires: February 25, 2015  
 Contact: Empire-DonM  
 Phone: 602-627-5721  
 FAX: 602-627-5719  
 Email: don.miller@empire-cat.com

FAX:  
 Email:

Qty	Description	Weight (lbs)	Unit Price	Total
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**TK80HT Advantage Series Hydraulic Tail Trailer**

<p>10833 - STANDARD EQUIPMENT          Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.          47'11" Overall Length          102" wide          36" loaded deck height (with 17.5 tires)          38½" loaded deck height (with 22.5 tires)          49" loaded 5th wheel height          11'10" hydraulic tail with 46" fold-under, 14° load angle          Stainless steel hinge pins on main tail and fold-under          Tail raises to 58" dock height and lowers to ground          Hydraulic actuated tail lock          Air Ride suspension          Air Ride lowering with switch on upper deck          10-ga. floor plate decking on upper deck          8" and 10" crossmembers on 12" centers          100,000/80,000 psi yield strength steel construction          Vertical supports inside fold under          49" axle spacing</p>	<p>4S2M ABS Brakes          (2) 25,000 lb axles (5/8" wall)          Automatic slack adjusters          Steel hub-piloted - cast drum          One-piece oil seals          pro tork axle nuts          80' winch cable with locking safety hook          Dual Hydraulic controls (each side)          2 tool boxes at front of upper deck          LED lights, 50 state legal          Three tail lights per side ( Amber in center)          Electrical system per DOT regulations          Midturn signal Clearance lights          Rubber-mounted sealed lights with sealed harness system          Mud flaps          Red &amp; white conspicuity markings          Paint: Trail King 2 part polyurethane</p>
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**10833-Base**

1	Open Deck	TK80HT Advantage Series Hydraulic Tail Trailer
1	Upper Deck	10'0" straight drop upper deck (16" pin setting / 98" swing clearance)
1	Upper Deck Ramp	8' Hyd. recessed upper deck ramp (12" less than deck width)
1	Winch	20,000 lb. hydraulic winch ILO standard mounted above king pin
1	Winch	Winch guard
1	Hydraulics & Controls	Wireless Remote for winch (1 functions, 2 buttons)
1	Hydraulics	24 HP Honda SCU with cover (mounted above winch)
1	Landing Gear	2-speed park stands ILO std (crank curb side)

1	Main Deck	Single drop deck	
1	Decking, Main Deck	1 3/8" (NET) apitong deck raised w/ 1/4" floor plate over wheels	
1	Tie Downs	External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"	
1	Tie Downs	Triangle cut-outs	
1	Decking, Tail	Star Traction over steel w/Star Traction over last 3' of wheel covers also	
1	Decking, Fold Under Approach	Star Traction over steel	
1	Brakes	Drum style, 12.25 X 7.5 931-162 lining	
1	Tire & Wheel Size	235/75R x 17.5 Tires with 6.75 x 17.5 8-hole disc wheels, 36" deck height (per trailer)	
1	Wheel Finish (inside)	6.75 x 17.5 8-hole steel disc wheel	
1	Wheel Finish (outside)	6.75 x 17.5 8-hole steel disc wheel	
1	Spare Wheel	6.75 x 17.5 8-hole steel disc wheel (per wheel)	54
1	Spare Tires	235/75R17.5 - 18 ply HTL2 (tire only) (per tire)	
1	Lights / Electrical	3rd Tail Light Package	
1	Paint	Trail King 2-part polyurethane paint. Click on arrow to select color from drop-down box.	

### 10833-Additional Options

1	Tie Downs	Add recessed d-rings on 48" centers	
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### Terms

- Effective 11/11/11, prices and specs are subject to change without notice.
- All orders and payment terms are subject to credit approval.
- Federal Excise Tax is calculated on the selling price to a non-exempt end user
- Freight invoice amounts are net of any discounts.
- Non-Standard production units require a 20% down payment
- All fifth-wheel trailers outside the 16 week production window require a 10% down payment at time of order to lockdown completion date.
- Promised Date is subject to change under the following conditions only:
  1. Change in customer credit status.
  2. Approval drawing not signed by designated date.
  3. Down payment not received by designated date.
  4. Customer initiated change order extends design or manufacturing time, or requires raw material or components outside the production window.



## THE COMPLETE TRAILER LINE MANUFACTURER

### TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

#### WARRANTY:

Trail King Industries, Inc. warrants that trailer model: \_\_\_\_\_ Serial number: \_\_\_\_\_ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.**

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Pumps, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

#### *Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)*

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule. This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components		One Year 100%		

#### *Trail King Dump Series:*

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

(continued from front...)

**Trail King Pneumatic Bulbar Series:**

All Trail King manufactured components	One Year 100%		
Frame, Struts, Vessel	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%

**Trail King Live Bottom Series:**

The period of warranty is set forth as follows:

**Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):**

I. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only					
	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
II. Trail King manufactured components.				Year 1	100%
This excludes all hopper sheets.				Year 2	75%

**Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):**

I. Chain, Gear box, Motor and Drive shaft.	Year 1	100%
II. Components Manufactured by Trail King.	Year 1	100%
	Year 2	75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

**Proposal For:**

**GILA COUNTY**

**RFP No. 111714**

**(1) New or Used 70,000lb  
Capacity Hydraulic Tail  
Equipment Trailer**



**Submitted:**

Wednesday | February 11, 2015

3:00PM/MST

**Contact Information:**

**Empire Truck & Trailer**

Don Miller

840 N. 43<sup>rd</sup> Avenue

Phoenix, AZ 85009

**EMPIRE** **CAT**

[www.empirecat.com](http://www.empirecat.com)

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

Empire Truck & Trailer, 840 N. 43rd Ave., Phoenix, AZ 85009

\_\_\_\_\_

\_\_\_\_\_

4.2 Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

4.3 Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

*Qualification & Certification Form continued...*

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.



\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
Mike Shannon

**Printed Name**

\_\_\_\_\_  
Sales Manager

**Title**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**REFERENCE LIST**

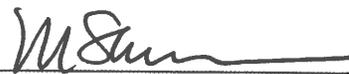
These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Maricopa County, 3325 W. Durango St., Phoenix, AZ 85009	602-506-4678	Les Glover
Mohave County, 3675 E. Andy Devine Ave., Kingman, AZ 86401	928-757-0905	Randy Janssen
City of Flagstaff, 211 W. Aspen Ave., Flagstaff, AZ 86001	928-774-5281	Patrick O'Connor
Gila River Indian Community, PO Box 2160, Sacaton, AZ 85247	520-418-3228	Randy Allen

  
\_\_\_\_\_  
**Signature of Authorized Person to Sign**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

**REQUEST FOR PROPOSALS NO. 111714**  
**NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

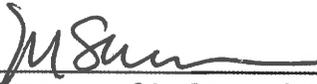
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

Mike Shannon  
\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

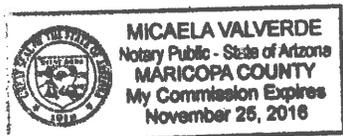
That he is  
\_\_\_\_\_  
Sales Manager  
\_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
and \_\_\_\_\_  
Empire Truck & Trailer  
\_\_\_\_\_  
(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 111714 – One New or Used Hydraulic Tail Trailer** and,

That neither he nor anyone associated with the said \_\_\_\_\_  
\_\_\_\_\_  
Empire Truck & Trailer  
\_\_\_\_\_  
(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.

Empire Truck & Trailer  
\_\_\_\_\_  
Name of Business  
M Shannon  
\_\_\_\_\_  
By  
Sales Manager  
\_\_\_\_\_  
Title



Subscribed and sworn to before me this 10<sup>th</sup> day of February, 2015.

Micaela Valverde  
\_\_\_\_\_  
Notary Public

My Commission expires:  
11-25-2016



76" of star traction material over steel on the tail and fold-under	X	
11' tail with 46" folder under	X	
Air ride raise and lower kit	X	
Ht 2500S, 28 suspension (or equivalent)	X	
Wabco 492m ABS (or equivalent)	X	
Spare wheel & tire	X	
2 speed landing gear, crank on curb side	X	
8' hydraulic recessed lower to upper deck ramp	X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	X	
LED lighting	X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)	X	
12 1/4" x 7 1/2" brakes	X	
49" axle spacing	X	
2 - 22,500 lb. axles                      2-25,000 lb. axles	X	
1/4" floor plate over wheels	X	
Red & white conspicuity markers	X	
Must comply with all applicable DOT & safety standards	X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	69500 . 00
<b>OTHER RELATED COSTS</b>	\$	225 . 00
<b>TAXES</b>	\$	5594 . 75
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	75319 . 75
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>	\$	.
<b>OTHER RELATED COSTS</b>	\$	.
<b>TAXES</b>	\$	.
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	.

Estimated Date of Delivery: \_\_\_\_\_ November 2015

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.



**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, 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 Vendors 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 Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

**Vendor Submitting Proposal:**

Empire Truck & Trailer  
Company Name  
840 N. 43rd Avenue  
Address  
Phoenix AZ 85009  
City State Zip

**For clarification of this offer, contact:**

Name: Don Miller  
Phone No.: 602-309-7229  
Fax No.: 602-627-5719  
Email: don.miller@empire-cat.com

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
**Printed Name**  
Sales Manager  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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*Offer Page continued...*

The Vendor Empire Truck & Trailer is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**VENDOR CHECKLIST**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Vendor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
RERERENCE LIST	✓
LEGAL AZ WORKERS ACT COMPLIANCE	✓
NON COLLUSION AFFIDAVIT	✓
PRICE SHEET	✓
OFFER PAGE	✓

-----  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 10<sup>th</sup> day of February, 2015

Utility Trailer Sales Co. of Arizona  
VENDOR: ✓

Mel Leila  
BY:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: **Bid No. 111714, New Hydraulic Tail Equipment Trailer.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **3:00 PM, Wednesday, February 11, 2015.**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

Utility Trailer Sales Co. of Arizona  
1402 N. 22<sup>nd</sup> Avenue  
Phoenix, AZ 85009

4.2 Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

4.3 Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

Qualification & Certification Form continued...

- 4.5 Vendor must also provide at least the following information:
- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

Mark Fiala  
Signature of Authorized Representative

Mark Fiala  
Printed Name

Sales Representative  
Title

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

CUSTOMER NAME AND ADDRESS                      TELEPHONE                      PRIMARY CONTACT

*See Reference list included*

*Mark Fiala*

Signature of Authorized Person to Sign

*Mark Fiala*

Printed Name

*Sales Representative*

Title



**The First Name In Trailers**

**Utility Trailer Sales Company of Arizona**

President: George Cravens                      VP Operations: Doug Busch  
Secretary: Doug Hansen                      Treasurer: Alan Nash  
Accounts Payable: Judy Giordano                      Credit Manager: Leslie Young

Arizona Sales Tax #                      07-015112-X

Federal Tax Payer I.D. #                      86-0202247

Date Incorporated: 1966

**Banking Information:**

BMO Harris Bank  
One East Camelback Road  
Phoenix, AZ 85012  
Attention: Jeff Peterson  
Phone: 602-650-3714  
Email: jeff.peterson@bmo.com

**CREDIT REFERENCES**

**Maxon Lift Corp.**  
P.O. Box 678434  
Dallas, TX  
Phone: 800-227-4116  
Fax: 562-698-0187

**Firestone Industrial Products**  
P.O. Box 93402  
Chicago, IL 60673  
Phone: 800-247-4337  
Fax: 317-818-8647

**Saf-Holland USA, Inc**  
5380 Payshere Circle  
Chicago, IL 60674  
Phone: 231-773-3271  
Fax: 231-767-8836

**Dayton Parts, LLC**  
P.O. Box 643417  
Pittsburg, PA 15264  
Phone: 800-233-0899  
Fax: 717-257-5041

**Arizona Glove & Safety**  
P.O. Box 25788  
Tempe, AZ 85285  
Phone: 888-820-9407  
Fax: 602-535-2001

**Utility Trailer Manufacturing**  
P.O. Box 1299  
City of Industry, CA 91749  
Phone: 626-965-1541  
Fax: 626-965-2790

**[www.utilityaz.com](http://www.utilityaz.com)**

**Utility Trailer Sales Company of Arizona**

1402 North 22nd Avenue • Phoenix, AZ • 85009 • phone 602.254.7213 • fax 602.271.4128  
751 East 46th Street • Tucson, AZ • 85713 • phone 520.884.5959 • fax 520.622.0703

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
Signature of Authorized Representative

Mark Fiala  
Printed Name

Sales Representative  
Title

REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

Mark Fiala  
(Name of Individual) being first duly sworn, deposes and says:

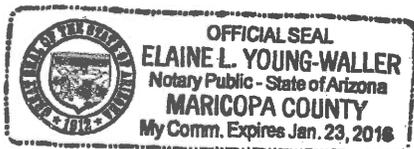
That he is Sales Representative  
(Title)  
of Utility Trailer Sales Co. of Arizona  
and  
(Name of Business)

That he is bidding on Gila County Request for Proposals No. 111714 – One New or Used Hydraulic Tail Trailer and,

That neither he nor anyone associated with the said Utility Trailer Sales Company of Arizona  
(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.

Utility Trailer Sales Co. of Arizona  
Name of Business  
Mark Fiala  
By  
Sales Representative  
Title



Subscribed and sworn to before me this 10<sup>th</sup> day of February, 2015.

Elaine L. Young-Waller  
Notary Public

My Commission expires:  
01-23-2016

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

**PRICE SHEET**

**Complete and Return this form(s) for the total price being proposed.** Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: Utility Trailer Sales Company of Arizona

Trailer Make & Model: Trail-Eze TE 70

SPECIFICATIONS <i>New or Used Hydraulic Tail Equipment Trailer</i>	Meets Specifications	
	<u>Yes</u>	<u>No</u>
70,000 lb. capacity	X	
102" wide	X	
48' long	X	
12" cross member spacing	X	
Paint 2-part polyurethane	X	
50,000 lb. im 6' <i>50,000 lb in 16'</i> ←		<i>Per clarification</i>
10' Upper deck	X	
16" King pin setting	X	
49" 5 <sup>th</sup> Wheel ht.	X	
1 3/8" apitong raised decking on main deck & hydraulic ramps	X	
Single drop deck	X	
Stake pockets every 48"	X	
"D" rings recessed every 48"	X	
Internal key slots every 48"	X	
20,000 lb. hydraulic winch	X	
Wireless remote winch control	X	
Winch mounted above king pin with winch guard	X	
65' of cable	X	
24 hp Honda (or equivalent) hydraulic power unit mounted below top deck (mounted in slope at upper deck)	X	
1/4" floor plate on upper deck	X	

76" of star traction material over steel on the tail and fold-under	X	
11' tail with 46" folder under	X	
Air ride raise and lower kit	X	
Ht 2500S, 28 suspension (or equivalent)	X	
Wabco 492m ABS (or equivalent)	X	
Spare wheel & tire	X	
2 speed landing gear, crank on curb side	X	
8' hydraulic recessed lower to upper deck ramp	X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	X	
LED lighting	X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)	X	
12 1/4" x 7 1/2" brakes	X	
49" axle spacing	X	
2 - 22,500 lb. axles	X	
1/4" floor plate over wheels	X	
Red & white conspicuity markers	X	
Must comply with all applicable DOT & safety standards	X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>		\$ 70,250.00
<b>OTHER RELATED COSTS</b> <i>Federal Excise Tax if applicable</i>		\$ 8,250.00
<b>TAXES</b> <i>Sales Tax if applicable</i>		\$ 5,830.75
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>		\$ 84,330.75
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>		\$ .
<b>OTHER RELATED COSTS</b>		\$ .
<b>TAXES</b>		\$ .
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>		\$ .

Estimated Date of Delivery: \_\_\_\_\_

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, 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 Vendors 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 Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

**Vendor Submitting Proposal:**

**For clarification of this offer, contact:**

Utility Trailer Sales Co of Arizona  
Company Name  
1402 N. 22<sup>nd</sup> Avenue  
Address  
Phoenix, AZ 85009  
City State Zip

Name: Mark Fiala  
Phone No.: (602) 254-7213  
Fax No.: (602) 271-4128  
Email: mfiala@utilityaz.com

Mark Fiala  
Signature of Authorized Representative  
Mark Fiala  
Printed Name  
Sales Representative  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

*Offer Page continued...*

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

# TOWMASTER<sup>®</sup> COUNT ON IT

## Hydraulic Ta T-70HT / T-110H



12K hydraulic winch with cable is standard. It is positioned at the front of the 10-foot upper deck of the HT trailer.



Hydraulic tail creates a low load angle and easy approach. Rear tail section folds under when in transport position.



Easily haul several types of equipment with the HT trailer by Towmaster.

### Description:

The T-70HT and T-110HT trailers by Towmaster<sup>®</sup> are designed for the rental and construction industries. They feature a perimeter frame design, a fifth-wheel gooseneck with top deck, hydraulic folding tail, and 12,000 lb. winch. LED lights, Angelim Pedra wood deck, hi-tensile fabricated steel beam frame, dual parking jacks, and driver side controls are also standard. Several configurations and options are available.

### Quick Specs:

- 39" deck height (empty)
- 8'-6" deck width
- 43' to 48' overall length
- 10'-0" top deck
- Air ride suspension and air brakes
- Dump valve and pressure gauge
- 12K hydraulic winch/cable
- Hydraulic fold-under tail
- LED lights and sealed wiring

[towmaster.com](http://towmaster.com)

**800-462-4517**

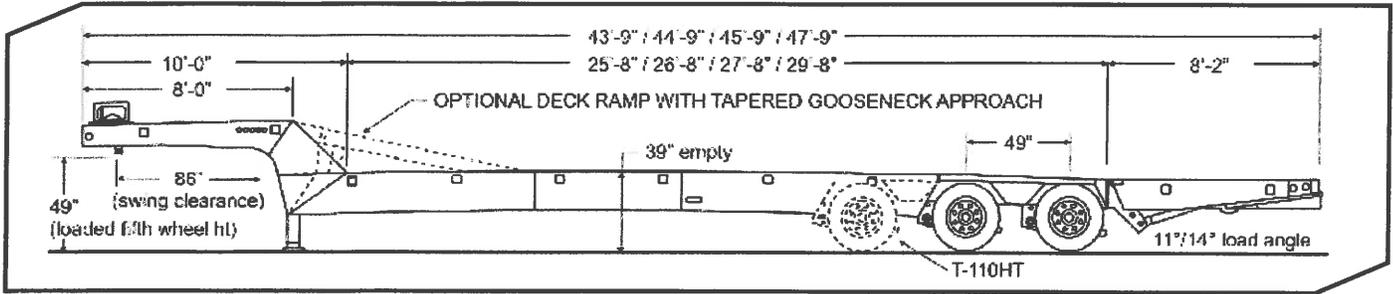
U.S.A. BUILT  
EMPLOYEE OWNED  
AMERICA'S BEST TRAILER



**GALVANIZING  
AVAILABLE**



Photos may show optional equipment.



SPECIFICATIONS			
S=Standard O=Optional			
CAPACITY / DIMENSIONS		T-70HT	T-110HT
Capacity Rating (lbs/kg)		70,000 / 31,751	110,000 / 49,895
GVWR (lbs/kg)		87,800 / 39,825	132,800 / 60,237
GAWR (lbs/kg)		45,400 / 20,593	68,100 / 30,890
Approx. Weight (lbs/kg)		17,800 / 8074	22,800 / 10,342
Overall Length (ft-in/mm)		See drawing	See drawing
Deck Height (empty)(in/mm)		39 / 991	39 / 991
Deck Length (ft-in/mm)		See drawing	See drawing
Overall Width (ft-in/mm)		8-6 / 2591	8-6 / 2591
GOOSENECK			
Gooseneck Type		Tapered	Tapered
Top Deck Length (ft-in/mm)		10-0 / 3048	10-0 / 3048
Swing Clearance (in/mm)		86 / 2184	86 / 2184
Truck Height (in/mm)		49 / 1245	49 / 1245
(2) Bolt-on Telescoping Parking Jacks		25K	25K
12K Hydraulic Winch with cable		S	S
FRAME / RAMPS			
Main Beam		Mfg. Cambered	Mfg. Cambered
Crossmembers		8" I-beam	8" I-beam
Crossmember Spacing (in/mm)		12 / 305	12 / 305
Deck Material		Nom 2" Angelim Pedra	Nom 2" Angelim Pedra
6' Hyd. Deck Ramp w/Tapered Gooseneck Approach		O	O
8' Hyd. Deck Ramp w/Tapered Gooseneck Approach		O	O
Tie Downs (4'-0" centers) (total/Side)		Stake Pockets	Stake Pockets
Hyd. Tail (ft-in x in/mm)		12-0" / 3658	12-0" / 3658
SUSPENSION / TIRES			
Suspension		Air	Air
No. of Axles		2	3
Axle Capacity (each) (lbs/kg)		22,500 / 10,206	22,500 / 10,206
Axle Spread (in/mm)		49 / 1245	49 / 1245
Hubs		Oil Bath	Oil Bath
Brake Size (in/mm)		12.25x7.5 / 311x191	12.25x7.5 / 311x191
Air Brakes (Full ABS Modulated, Park Brake All Axles)		S	S
Hub Piloted Budd-type Wheels (in/mm)		17.5x6.75 / 445x171	17.5x6.75 / 445x171
Wheel Bolt Pattern		8-bolt	8-bolt
Tires / Load Range Rating		235/75R17.5 / H	235/75R17.5 / H

### STANDARD EQUIPMENT

- S.A.E. King Pin
- 7-pole round electrical plug
- Weather resistant sealed modular wiring
- Grommet mounted LED lights
- Registration holder
- Rust inhibiting primer
- Durable, rust inhibiting top coat
- Die-cut UV resistant vinyl decals
- D.O.T. approved conspicuity tape
- Mud flaps
- Trailer color: Equipment black

### OPTIONAL EQUIPMENT

Other options may be available. Ask your dealer or visit our web site.

- Deck ramp with tapered gooseneck
- 20K winch
- Remote control
- Self-contained hydraulic unit
- Dual hydraulic controls
- 2-speed 25K parking jacks
- Additional deck length
- Several deck traction options
- Several tie-down options
- Aluminum wheel options
- Spare tire and wheel mount
- Spare tire and wheel
- Light options
- Color options: Construction Yellow, Equipment Red, Blue, Charcoal

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### AMERICA'S BEST TRAILER

U.S.A. DESIGNED AND BUILT IN LITCHFIELD, MN

\*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight.

Listed GVWR, weights, and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.

www.towmaster.com

800-462-4517

©Towmaster, Inc. 09/2013

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

RDO EQUIPMENT CO.  
2649 N. 29TH AV. PHOENIX, AZ 85009  
602-415-4700 / 800-293-7111

4.2 Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

4.3 Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

*Qualification & Certification Form continued...*

- 4.5 Vendor must also provide at least the following information:
- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.



\_\_\_\_\_  
Signature of Authorized Representative

**ROBERT BARTHOLOMEW**

\_\_\_\_\_  
Printed Name

**ACCOUNT MANAGER**

\_\_\_\_\_  
Title

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
SAN CARLOS APACHE RENTAL	928-475-2221	BOB MOUNLE
ARIZONA DEPT OF TRANS.	602-712-6506	JACK BREYER
CITY OF SCOTTSDALE	480-312-5574	TOM RAYMOND
TOWN OF WICKENBURG	928-684-2761	VINCE LOREFICE



Signature of Authorized Person to Sign

ROBERT BARTHOLOMEW

Printed Name

ACCOUNT MANAGER

Title

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

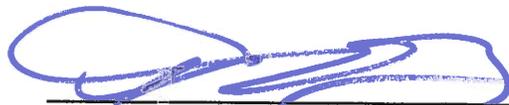
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



**Signature of Authorized Representative**

ROBERT BARTHOLOMEW

**Printed Name**

ACCOUNT MANAGER

**Title**



REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

PRICE SHEET

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: RDO EQUIPMENT CO.

Trailer Make & Model: TOWMASTER

SPECIFICATIONS New or Used Hydraulic Tail Equipment Trailer	Meets Specifications	
	Yes	No
70,000 lb. capacity	X	
102" wide	X	
48' long	X	
12" cross member spacing	X	
Paint 2-part polyurethane	X	
50,000 lb. im 6'	50000 lb. im 10'	X
10' Upper deck	X	
16" King pin setting	X	
49" 5 <sup>th</sup> Wheel ht.	X	
1 3/8" apitong raised decking on main deck & hydraulic ramps	X	
Single drop deck	X	
Stake pockets every 48"	X	
"D" rings recessed every 48"	GN: 2 DECK: 7 TAIL: 2	
Internal key slots every 48"	GN: 2 DECK: 7 TAIL: 2	
20,000 lb. hydraulic winch	X	
Wireless remote winch control	X	
Winch mounted above king pin with winch guard	X	
65' of cable	120'	
24 hp Honda (or equivalent) hydraulic power unit mounted below top deck (mounted in slope at upper deck)	HONDA 20 H.P.	
1/4" floor plate on upper deck	X	

76" of star traction material over steel on the tail and fold-under		X	
11' tail with 46" folder under	12' TAIL 8' TAIL 4' FOLD UNDER	X	
Air ride raise and lower kit		X	
Ht 2500S, 28 suspension (or equivalent)	RIDONELL RAR-140 25K	X	
Wabco 492m ABS (or equivalent)	45/2/m	X	
Spare wheel & tire		X	
2 speed landing gear, crank on curb side		X	
8' hydraulic recessed lower to upper deck ramp		X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	MARKERS	X	
LED lighting		X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)		X	
12 1/4" x 7 1/2" brakes		X	
49" axle spacing		X	
2 - 22,500 lb. axles	25K	X	
1/4" floor plate over wheels		X	
Red & white conspicuity markers		X	
Must comply with all applicable DOT & safety standards		X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$ 73454.00
<b>OTHER RELATED COSTS</b>			\$
<b>TAXES</b>	8.3% CITY 12% SET		\$ 6096 68 8814 48
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$ 88365.16
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>			\$
<b>OTHER RELATED COSTS</b>			\$
<b>TAXES</b>			\$
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$

Estimated Date of Delivery: 4/18/15

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.

REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

---

VENDOR CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/ or executed and submitted with this RFP. If Vendor fails to complete and/ or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
NON COLLUSION AFFIDAVIT	_____
PRICE SHEET	_____
OFFER PAGE	_____

-----  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 10 day of FEBRUARY, 2015

RDO EQUIPMENT CO.

VENDOR:



BY:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Bid No. 111714, New Hydraulic Tail Equipment Trailer. All proposals shall be filed with the Gila County Finance Department at 1400 E. Ash St., Globe, AZ on or before 3:00 PM, Wednesday, February 11, 2015.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

---

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, 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 Vendors 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 Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

**Vendor Submitting Proposal:**

RDO EQUIPMENT CO.  
Company Name  
2649 N. 29<sup>TH</sup> AV.  
Address  
PHOENIX AZ 85009  
City State Zip

**For clarification of this offer, contact:**

Name: ROBERT BARTHOLOMEW  
Phone No.: 602-741-3248  
Fax No.: 602-233-0383  
Email: rbartholomew@rdoequipment.com



Signature of Authorized Representative

ROBERT BARTHOLOMEW

Printed Name

ACCOUNT MANAGER

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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*Offer Page continued...*

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**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

# TOWMASTER<sup>®</sup> COUNT ON IT

## Hydraulic Tail T-70HT / T-110HT



12K hydraulic winch with cable is standard. It is positioned at the front of the 10-foot upper deck of the HT trailer.



Hydraulic tail creates a low load angle and easy approach. Rear tail section folds under when in transport position.



Easily haul several types of equipment with the HT trailer by Towmaster.

### Description:

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### Quick Specs:

- 39" deck height (empty)
- 8'-6" deck width
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- Dump valve and pressure gauge
- 12K hydraulic winch/cable
- Hydraulic fold-under tail
- LED lights and sealed wiring

[towmaster.com](http://towmaster.com)

**800-462-4517**

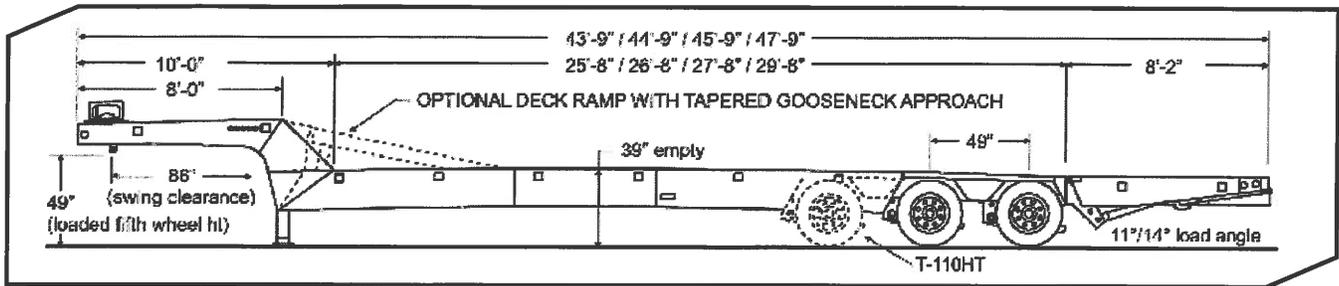
**U.S.A. BUILT  
EMPLOYEE OWNED  
AMERICA'S BEST TRAILER**



**GALVANIZING  
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Photos may show optional equipment.



### SPECIFICATIONS

S=Standard O=Optional

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<b>GOOSENECK</b>		
Gooseneck Type	Tapered	Tapered
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Swing Clearance (in/mm)	86 / 2184	86 / 2184
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Hyd. Tail (ft-in x in/mm)	12-0" / 3658	12-0" / 3658
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Suspension	Air	Air
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Brake Size (in/mm)	12.25x7.5 / 311x191	12.25x7.5 / 311x191
Air Brakes (Full ABS Modulated, Park Brake All Axles)	S	S
Hub Piloted Budd-type Wheels (in/mm)	17.5x6.75 / 445x171	17.5x6.75 / 445x171
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Tires / Load Range Rating	235/75R17.5 / H	235/75R17.5 / H

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### AMERICA'S BEST TRAILER

U.S.A. DESIGNED AND BUILT IN LITCHFIELD, MN

\*Payload capacity is calculated by taking the GVWR and subtracting the trailer weight.

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www.towmaster.com

800-462-4517

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# TOWMASTER WARRANTY SUMMARY

(FULL AND CURRENT TEXT AVAILABLE AT TOWMASTER.COM)

This warranty effective on trailers manufactured after 01/01/2009.

Towmaster, Inc. (herein referred to as Towmaster) offers this extensive warranty to the original purchaser of our trailers. Warranty starts from the date of sale as long we receive the filled-out warranty card. If we do not receive the warranty card, warranty starts from the ship date of the unit.

## LIMITED LIFETIME FRAME WARRANTY

Towmaster warrants the trailer main frame (frame, crossmembers, gussets, beavertail, and tongue or gooseneck) for the lifetime of the trailer to the original licensed owner to be free from defects in material and workmanship. This LIFETIME WARRANTY does not cover the hitch (ball, pintle, and gooseneck fifth wheel), tires, wheels, axles, suspension, ramps, lights, wiring, paint, wood, d-rings or any other features or options outside the scope of the trailer main frame weldment. Limited Lifetime is determined by the following criteria: The life expectancy of the trailer which is determined to be 10 years on tag trailers 50,000 lb. capacity and lower, or 5 years on king-pin trailers 50,000 lb. capacity and up, or 5 years on dump trailers, to the original owner and is non-transferrable, limited to the first accident or overloading. This warranty also does not cover:

1. Products which have been operated in excess of rated capacities
2. Misuse, abuse or accidents
3. Vehicles which have been altered, modified or repaired in any manner not authorized by our company

## FIVE-YEAR WARRANTY

Each Dexter Torflex Axle carries a limited 5-YEAR WARRANTY on the suspension to be free from defect in material and workmanship. Warranty is limited to Dexter warranty policy.

## TWO-YEAR LIMITED WARRANTY

Depending upon which suspension is used, it may carry a limited 2-YEAR WARRANTY by its manufacturer.

## FULL ONE-YEAR WARRANTY

Towmaster warrants each new product manufactured by us to be free from defects in material and workmanship for a period of one year from date of delivery to the original purchaser except as noted below.

This one-year warranty covers the entire trailer against material and workmanship except as noted:

1. New products which have been operated in excess of rated capacities
2. Misuse, abuse or accidents
3. Items that have been pinched (air or hydraulic hose)
4. Vehicles which have been altered, modified or repaired in any manner not authorized by our company
5. Second-hand or used vehicles
6. Wear items such as tires, battery, suspension, bearings, parking jacks
7. Products that have not been properly maintained (by the dealer or consumer)

In no way shall the manufacturer be held liable for consequential damages such as rentals of substitute vehicles, loss of profits, downtime, or other commercial losses. This warranty does not cover shipment of trailer or parts to dealer or manufacturer, or return shipment of trailer or parts to dealer or consumer from factory.

## TIRE / BATTERY WARRANTY

New vehicle tires are warranted by their respective manufacturers and are prorated. Battery is warranted by Towmaster and is prorated.

## TOWMASTER'S OBLIGATION

Our obligation under this warranty is to repair or replace, at no cost to the end user, any warrantable part proven defective within the time limit of this warranty at our factory or at an Authorized Towmaster Dealer. Towmaster will handle disposition of warranties on all other purchased components such as axles, suspensions, wheels, batteries, parking jacks and other purchased parts in conjunction with their respective manufacturers, and under the terms of their respective warranty policies.

We must receive immediate notification of a defect and no allowance will be made for repairs without our prior consent or approval. Manufacturer does not pre-authorize any dealership for warranty work. The dealer must call our warranty service department to receive an authorization number. If the work performed is not preauthorized with a claim number, it may be deemed void. Defective parts must be returned within twenty days of receipt of replacement parts or credit may not be given for the replacement parts and an invoice may be issued.

This warranty is in lieu of all other warranties, expressed or implied by law or otherwise, and there is no warranty of merchantability or fitness of purpose. Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our warranty registration fulfills this requirement. Please make every effort to complete the warranty card document and send it in. This warranty written under the laws of Minnesota, USA and some provisions in this warranty may be adjusted according to your local state, province or country's laws. Complete warranty details and changes can be read on our web site, [www.towmaster.com](http://www.towmaster.com).

## CUSTOMER REGISTRATION REQUIRED

Federal regulations require motor vehicle manufacturers to maintain a record of original owners of their equipment. Our warranty registration fulfills this requirement. Please make every effort to complete this document and send it in.

Manufacturer reserves the right to modify, without notice, specific designs and specifications as deemed advisable on the trailers described herein without obligation in regards to trailers previously sold. The manufacturer also reserves the right to discontinue any model or models without obligation in regards to trailers previously sold. Written warranty covers each trailer. No other warranty expressed or implied is made. Tire and brake warranty through original manufacturer. All dimensions approximate.

Full warranty information available online at [Towmaster.com](http://Towmaster.com).

## TRAILER MODEL INDEX

Drop-Deck		Deck-Over	
<a href="#"><u>TC-9D</u></a>	<a href="#"><u>T-9D</u></a>	<a href="#"><u>TC-9</u></a>	<a href="#"><u>T-20</u></a>
<a href="#"><u>TC-10D</u></a>	<a href="#"><u>T-10D</u></a>	<a href="#"><u>TC-10</u></a>	<a href="#"><u>T-20LP</u></a>
<a href="#"><u>TC-12D</u></a>	<a href="#"><u>T-12D</u></a>	<a href="#"><u>TC-12</u></a>	<a href="#"><u>T-24</u></a>
<a href="#"><u>TC-14D</u></a>	<a href="#"><u>T-14D</u></a>	<a href="#"><u>TC-14</u></a>	<a href="#"><u>T-24LP</u></a>
	<a href="#"><u>T-16D</u></a>	<a href="#"><u>TC-16</u></a>	<a href="#"><u>T-30</u></a>
<a href="#"><u>T-9P</u></a>	<a href="#"><u>T-18D</u></a>	<a href="#"><u>TC-18-3</u></a>	<a href="#"><u>T-40</u></a>
<a href="#"><u>T-10P</u></a>	<a href="#"><u>T-20D</u></a>	<a href="#"><u>TC-20</u></a>	<a href="#"><u>T-40LP</u></a>
<a href="#"><u>T-12P</u></a>		<a href="#"><u>TC-24</u></a>	<a href="#"><u>T-50</u></a>
			<a href="#"><u>T-50LP</u></a>
Hydraulic Dump		Deck-Over Tilt	
	<a href="#"><u>T-5HD</u></a>		<a href="#"><u>T-20T</u></a>
	<a href="#"><u>T-9HD</u></a>		<a href="#"><u>T-24T</u></a>
	<a href="#"><u>T-10HD</u></a>		<a href="#"><u>T-30T</u></a>
	<a href="#"><u>T-12HD</u></a>		<a href="#"><u>T-40T</u></a>
	<a href="#"><u>T-14HD</u></a>		<a href="#"><u>T-50T</u></a>
Drop-Deck Tilt		Rigid Gooseneck	
	<a href="#"><u>T-3DT</u></a>		<a href="#"><u>T-50RG</u></a>
	<a href="#"><u>T-5DT</u></a>		<a href="#"><u>T-70RG</u></a>
	<a href="#"><u>T-9DT</u></a>		
	<a href="#"><u>T-10DT</u></a>		
	<a href="#"><u>T-12DT</u></a>		
	<a href="#"><u>T-14DT</u></a>		
	<a href="#"><u>T-16DT</u></a>		

## GAWR, GVWR, and Payload Ratings

Towmaster determines the GAWR and GVWR ratings of its trailers using the following determinations:

### GAWR

GAWR is determined by using the weakest link between the axle capacity rating and the combined wheel and tire rating.

### GVWR

GVWR is determined by taking a fleet average weight, plus payload capacity rating (as determined by the manufacturer).

### Payload Capacity

Payload is determined by one of the following calculations:

If your state recognizes weight transfer to the tow vehicle transfer, then calculate payload with this formula:

- **GVWR - Trailer Weight = Payload Capacity**

If your state ONLY recognizes GAWR or trailer capacity rating and does NOT recognize weight transfer to the tow vehicle to transfer load, then calculate using this formula:

- **GAWR OR Trailer capacity - Trailer Weight = Payload Capacity**

Trailer weight can fluctuate depending upon dryness of the wood deck, options installed and deck length. The best way to get the actual weight of the trailer is to scale it. Our published weights and capacities are for reference only.

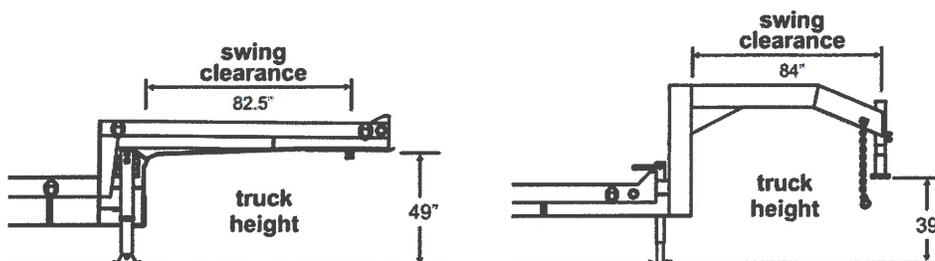
### Tire/Wheel Load Ratings

Tire Size	Load Range	Tire Ply	Tire/Wheel Capacity	PSI	MPH	(S)ingle (D)ual	Bolt Pattern	Approx. Tire Dia. (in.)
ST225/75Rx15	D	8	2540	65	65	S	6 on 5.5 in $\emptyset$	28.3
ST225/75Rx15	D	8	2540	65	65	S	8 on 6.5 in $\emptyset$	28.3
235/80Rx16	E	10	3520	80	55	S	8 on 6.5 in $\emptyset$	30.8
235/85Rx16	E	10	3640	80	65	S	6 on 5.5 in $\emptyset$	31.7
235/85Rx16	E	10	3640	80	65	S	8 on 6.5 in $\emptyset$	31.7
235/85Rx16	G	14	3750	110	65	S	Upgrade	31.7
235/85Rx16	G	14	3200	110	65	D	Upgrade	31.7
235/75Rx17.5	H	16	5675	125	62	D	8 on 275mm $\emptyset$	30.9
215/75Rx17.5	H	16	4805	125	62	S	8 on 6.5 in $\emptyset$	29.7
215/75Rx17.5	H	16	4540	125	62	D	8 on 275mm $\emptyset$	29.7
235/75Rx22.5	H	16	5070	120	62	D	10 on 285.75mm $\emptyset$	35.9
255/70Rx22.5	H	16	5070	120	62	D	10 on 285.75mm $\emptyset$	36.1
275/75Rx22.5	H	16	6395	125	75	D	10 on 285.75mm $\emptyset$	38.2

## Gooseneck Swing Clearance

### (A-Frame / Rigid Gooseneck / Hydraulic Tail)

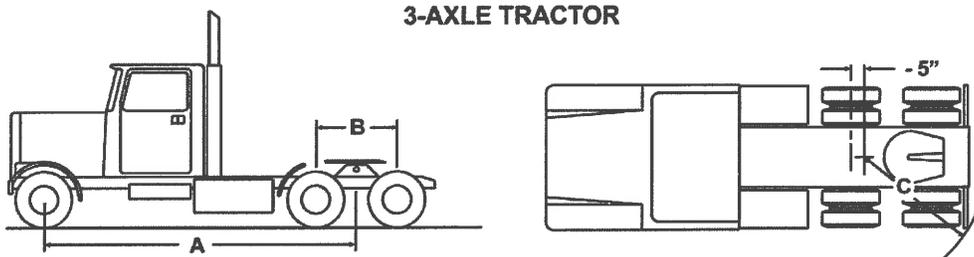
These are the standard swing clearance dimensions on our goosenecks. Please specify swing clearance and truck height when ordering if you require a different clearance dimension.



### Detachable Gooseneck Swing Clearance

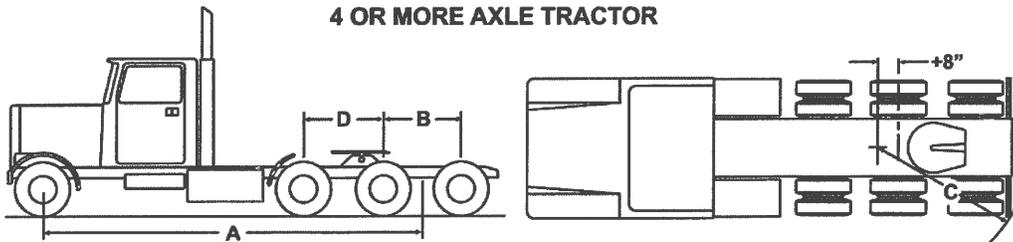
Use the chart below to determine the proper gooseneck length to fit your tractor. Detachable gooseneck trailers come in a variety of gooseneck length options. These dimensions will help determine the swing clearance needed. If you have any questions, please call the factory for clarification.

#### 3-AXLE TRACTOR



DIMENSION	DESCRIPTION
A=	Wheel Base
B=	Drive Axle Spacing
C=	Center of Forward Drive Axle, -5" to outer edge of rear tire or mud flap

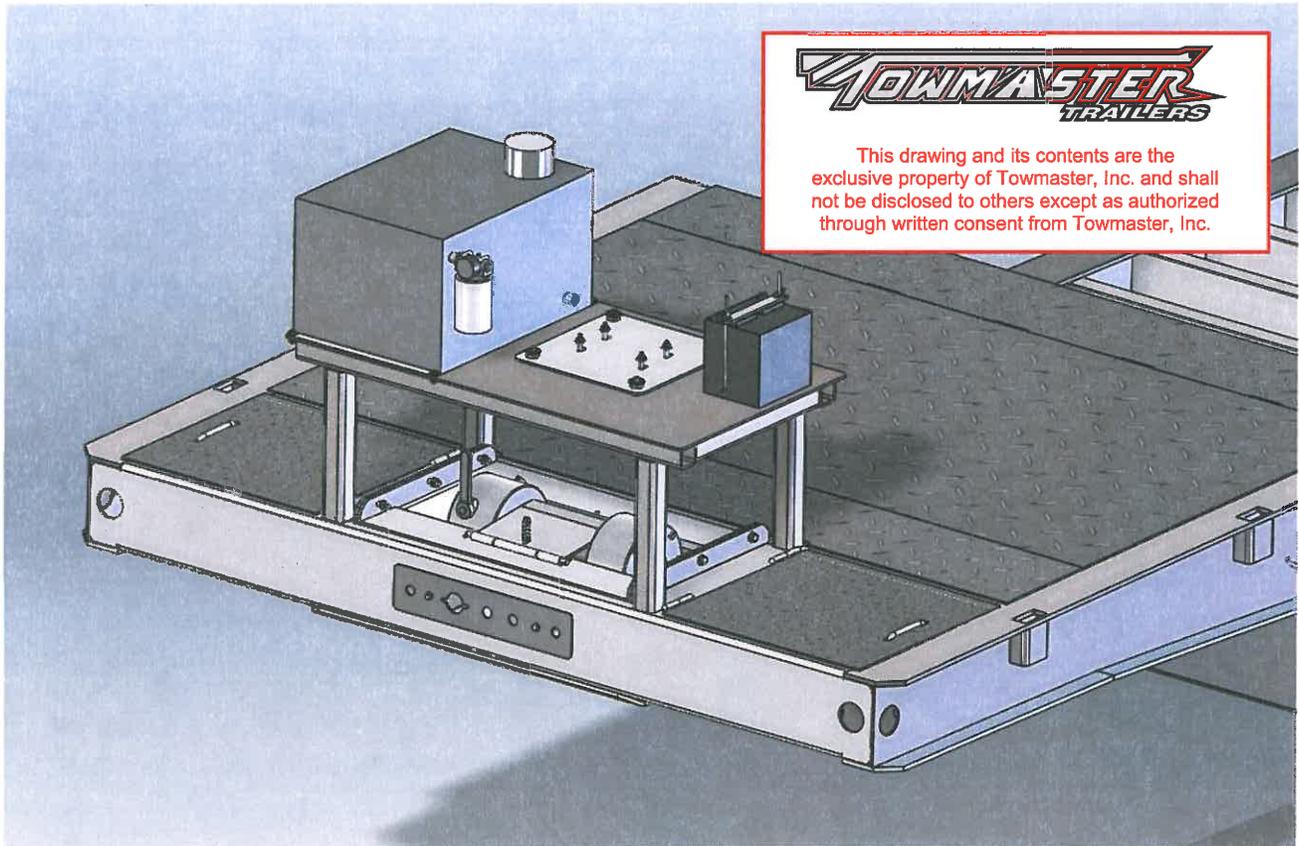
#### 4 OR MORE AXLE TRACTOR



DIMENSION	DESCRIPTION
A=	Wheel Base
B=	Drive Axle Spacing
C=	Center of Forward Drive Axle, +8" to outer edge of rear tire or mud flap
D=	Other Axle Spacing
	Number of Axles
Y	N
	Lift Axle



This drawing and its contents are the exclusive property of Towmaster, Inc. and shall not be disclosed to others except as authorized through written consent from Towmaster, Inc.



**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

Full Circle Enterprise, Inc. DBA Ditch Witch of Arizona  
4028 S. 36<sup>th</sup> St.  
Phoenix, AZ 85040 / 602-437-0351

4.2 Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

4.3 Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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*Qualification & Certification Form continued...*

- 4.5 Vendor must also provide at least the following information:
- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

Patrick T. Gallagher  
Signature of Authorized Representative

PATRICK T. GALLAGHER  
Printed Name

SALES REPRESENTATIVE  
Title

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**REFERENCE LIST**

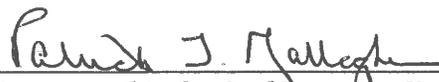
These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
1. SAN CARLOS EQUIPMENT RENTALS	(928) 961-3811	BOB MOUNCE
2. NATIVE ENVIRONMENTAL	(602) 505-7772	JON RIGGS
3. D.J. COMPANIES	(928) 425-0602	DAN JONOVICH
4. BLUE LINE RENTALS	(520) 888-4055	ERNIE PHILLIPS

  
\_\_\_\_\_  
Signature of Authorized Person to Sign  
PATRICK T. GALLAGHER  
\_\_\_\_\_  
Printed Name  
SALES REPRESENTATIVE  
\_\_\_\_\_  
Title

**REQUEST FOR PROPOSALS NO. 111714**  
**NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

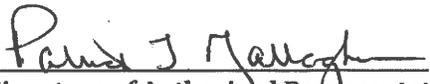
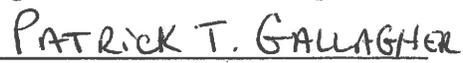
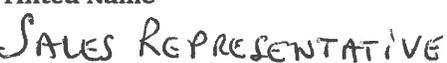
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
Signature of Authorized Representative  
  
Printed Name  
  
Title

REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

PATRICK T. GALLAGHER  
(Name of Individual) being first duly sworn, deposes and says:

That he is SALES REPRESENTATIVE  
(Title)

of FULL CIRCLE ENTERPRISE, INC. DBA DITCH WITCH OF ARIZONA  
and  
(Name of Business)

That he is bidding on Gila County Request for Proposals No. 111714 – One New or Used Hydraulic Tail Trailer and,

That neither he nor anyone associated with the said Full Circle  
Enterprise, Inc. DBA Ditch Witch of Arizona  
(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.

Ditch Witch of Arizona  
Name of Business

PATRICK T. GALLAGHER / Patrick J. Gallagher  
By

SALES REPRESENTATIVE  
Title



Subscribed and sworn to before me this 5 day of February, 2015.

[Signature]  
Notary Public

My Commission expires:  
3/24/2018

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

**PRICE SHEET**

Complete and Return this form(s) for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name: Farmaster

Trailer Make & Model: T-70 HT

SPECIFICATIONS <i>New or Used Hydraulic Tail Equipment Trailer</i>	Meets Specifications	
	<u>Yes</u>	<u>No</u>
70,000 lb. capacity	✓	
102" wide	X	
48' long	X	
12" cross member spacing	X	
Paint 2-part polyurethane	X	
50,000 lb. im 6' <span style="margin-left: 100px;">50,000 on 10'</span>		X
10' Upper deck	X	
16" King pin setting	X	
49" 5 <sup>th</sup> Wheel ht.	X	
1 3/8" apitong raised decking on main deck & hydraulic ramps	X	
Single drop deck	X	
Stake pockets every 48"	X	
"D" rings recessed every 48" <span style="margin-left: 20px;">EN: 2 DECK: 7 TAIL: 2</span>	X	
Internal key slots every 48" <span style="margin-left: 20px;">EN: 2 DECK: 7 TAIL: 2</span>	X	
20,000 lb. hydraulic winch	X	
Wireless remote winch control	X	
Winch mounted above king pin with winch guard	X	
65' of cable <span style="margin-left: 100px;">120ft</span>	X	
24 hp Honda (or equivalent) hydraulic power unit mounted below ton deck (mounted in slope at upper deck) <span style="margin-left: 20px;">Honda does not make a 24 only 30hp.</span>	X	
1/4" floor plate on upper deck	X	

No mounted on top see diagram

76" of star traction material over steel on the tail and fold-under		X	
11' tail with 46" folder under	13ft tail 8ft tail with 4ft folder	X	
Air ride raise and lower kit		X	
Ht 2500S, 28 suspension (or equivalent)	RIMWELL RAR 240 25K	X	
Wabco 492m ABS (or equivalent)	45/m	X	
Spare wheel & tire		X	
2 speed landing gear, crank on curb side		X	
8' hydraulic recessed lower to upper deck ramp		X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	markers	X	
LED lighting		X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)		✓	
12 1/4" x 7 1/2" brakes		X	
49" axle spacing		X	
2 - 22,500 lb. axles	25t	X	
1/4" floor plate over wheels		✓	
Red & white conspicuity markers		✓	
Must comply with all applicable DOT & safety standards		X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$ 73,695.45
<b>OTHER RELATED COSTS</b>	12% Federal excise tax		\$ 8,843.45 (if applic)
<b>TAXES</b>	8.3%		\$ 6,116.72 (if applic.)
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$ 88,655.62
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>			\$ n/a .
<b>OTHER RELATED COSTS</b>			\$ n/a .
<b>TAXES</b>			\$ n/a .
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>			\$ n/a .

Estimated Date of Delivery: 90 days AFTER BID AWARD

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

**VENDOR CHECKLIST**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Vendor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
RERERENCE LIST	✓
LEGAL AZ WORKERS ACT COMPLIANCE	✓
NON COLLUSION AFFIDAVIT	✓
PRICE SHEET	✓
OFFER PAGE	✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>RTG</u>	_____	_____	_____	_____
Date	<u>2-5-15</u>	_____	_____	_____	_____

Signed and dated this 5<sup>th</sup> day of FEBRUARY, 2015

Full Circle Enterprise, Inc. DBA DITCH WITCH OF ARIZONA  
 VENDOR:  
PATRICK T. GALLAGHER / Patrick J. Gallagher  
 BY:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: **Bid No. 111714, New Hydraulic Tail Equipment Trailer.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **3:00 PM, Wednesday, February 11, 2015.**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, 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 Vendors 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 Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

Vendor Submitting Proposal:

For clarification of this offer, contact:

Fun Circle Enterprise, Inc Ditch Witch of  
Company Name DBA ARIZONA  
4028 S. 36<sup>th</sup> St.  
Address  
Pitomek, AZ 85040  
City State Zip

Name: PATRICK T. GALLAGHER  
Phone No.: 602-316-1446  
Fax No.: 602-437-1544  
Email: PATRICK@DITCHWITCHAZ.COM

Patrick T. Gallagher  
Signature of Authorized Representative  
PATRICK T. GALLAGHER  
Printed Name  
SALES REPRESENTATIVE  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER

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*Offer Page continued...*

The Vendor Full Circle Enterprise, Inc. DBA JITEH WITCH OF AZTECA is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**REQUEST FOR PROPOSALS NO. 111714**

**HYDRAULIC TAIL EQUIPMENT TRAILER**

**GLOBE, ARIZONA**

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



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**John D. Marcanti, Member**

**\*County Manager\***  
**Don E. McDaniel, Jr.**

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**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**Request for Proposals for the purchase of one (1) New or used 70,000 lb. Capacity Hydraulic Tail Equipment Trailer as specified for the Gila County Public Works Consolidated Roads Department.**

**SUBMITTAL DUE DATE: 3:00 PM/MST, Wednesday, February 11, 2015**

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

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

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

John Root, Shop/Fleet/Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

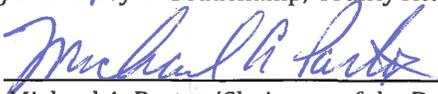
Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

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 Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **January 28 and February 4, 2015**

Signed:   
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: 1-20-2015

Signed:   
Michael A. Pastor/Chairman of the Board

Date: 1-20-2015

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**SCOPE OF WORK**

It is the intent of this solicitation to award a contract for the purchase of **one (1) New or Used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.**

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-22** as specified on **Price Sheet** for total price being proposed. When submitting a price on a "Used" Trailer, provide the year of the trailer by writing it on Page 22, in the area designated for pricing of a "Used" trailer.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment shall be considered for award.

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**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Proposal**

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors 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 Proposal package. It is permissible to copy these forms if required.
  
- B. Before submitting its Proposal and Qualification Form each Vendor 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 Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
  
- C. Vendor(s) 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 Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor 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 Vendor(s) from further consideration.

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*Instructions to Vendors continued...*

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- 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 Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
2. Copies of all addenda must be attached to the submittal.

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

**Inquiries**

Any questions related to this Request for Proposal 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 a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor 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 Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

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*Instructions to Vendors continued...*

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

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is required that Three copies ( 3 TOTAL ) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal.** 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.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

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*Instructions to Vendors continued...*

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 receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER", Bid Number, "111714", Date "WEDNESDAY, FEBRUARY 11, 2015", and Time "3:00 PM/MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
  - 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 and responsible Vendor(s). To ensure that all Vendors 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 Vendor 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 Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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.

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*General Terms & Conditions continued...*

**Protests**

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest 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.

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

**Indemnification**

The Vendor 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 Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor 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

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*Contract Award Agreement continued...*

Vendor 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 Vendor for the County.

**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 Vendor 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 Request for Proposal issued by the County and the offer submitted by the Vendor 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. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; 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 shall contain the entire agreement between Gila County and the Vendor 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 approve 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 Vendor 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 Vendor.

**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 Vendor.

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*Contract Award Agreement continued...*

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor 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 Vendor.

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*Contract Award Agreement continued...*

**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 the Vendor. 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 Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor 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

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*Contract Award Agreement continued...*

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.

**Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

**General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: Hydraulic Tail Equipment Trailer**

**Purpose:**

It is the intent of Gila County to establish, by this Request for Proposals, the contract to purchase one (1) new or used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes 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 proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
  - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
  - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
  - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
  - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
  - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-22)
  - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 23)
  - 1.5.8 Offer page, MANADATORY. (Attachment page 24-25)

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*Minimum Specifications continued...*

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **New or Used Hydraulic Tail Equipment Trailer** during the contract period. Initial contract period is twelve (12) months. Vendor 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 Vendor's or Gila County's discovery of any such price reduction.
  
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. 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 with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
  
- 3.2 **PRODUCT DELIVERY Location:** Gila County Public Works Fleet Department, 1001 W. Besich Boulevard, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
  
- 3.3 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

**4.1 Name, Address, and Telephone Number of Principal Vendor:**

Empire Truck & Trailer, 840 N. 43rd Ave., Phoenix, AZ 85009

\_\_\_\_\_

\_\_\_\_\_

**4.2 Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

**4.3 Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.**

**4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.**

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*Qualification & Certification Form continued...*

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.



\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
Mike Shannon

**Printed Name**

\_\_\_\_\_  
Sales Manager

**Title**

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**REFERENCE LIST**

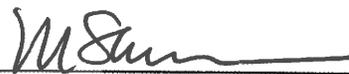
These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Maricopa County, 3325 W. Durango St., Phoenix, AZ 85009	602-506-4678	Les Glover
Mohave County, 3675 E. Andy Devine Ave., Kingman, AZ 86401	928-757-0905	Randy Janssen
City of Flagstaff, 211 W. Aspen Ave., Flagstaff, AZ 86001	928-774-5281	Patrick O'Connor
Gila River Indian Community, PO Box 2160, Sacaton, AZ 85247	520-418-3228	Randy Allen

  
\_\_\_\_\_  
**Signature of Authorized Person to Sign**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**





76" of star traction material over steel on the tail and fold-under	X	
11' tail with 46" folder under	X	
Air ride raise and lower kit	X	
Ht 2500S, 28 suspension (or equivalent)	X	
Wabco 492m ABS (or equivalent)	X	
Spare wheel & tire	X	
2 speed landing gear, crank on curb side	X	
8' hydraulic recessed lower to upper deck ramp	X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	X	
LED lighting	X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)	X	
12 1/4" x 7 1/2" brakes	X	
49" axle spacing	X	
2 - 22,500 lb. axles                      2-25,000 lb. axles	X	
1/4" floor plate over wheels	X	
Red & white conspicuity markers	X	
Must comply with all applicable DOT & safety standards	X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	69500 . 00
<b>OTHER RELATED COSTS</b>	\$	225 . 00
<b>TAXES</b>	\$	5594 . 75
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	75319 . 75
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>	\$	.
<b>OTHER RELATED COSTS</b>	\$	.
<b>TAXES</b>	\$	.
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	.

Estimated Date of Delivery: \_\_\_\_\_ November 2015

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.



**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, 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 Vendors 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 Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

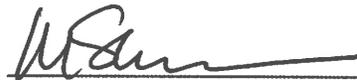
**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

**Vendor Submitting Proposal:**

Empire Truck & Trailer  
Company Name  
840 N. 43rd Avenue  
Address  
Phoenix AZ 85009  
City State Zip

**For clarification of this offer, contact:**

Name: Don Miller  
Phone No.: 602-309-7229  
Fax No.: 602-627-5719  
Email: don.miller@empire-cat.com

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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*Offer Page continued...*

The Vendor Empire Truck & Trailer is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Proposal For:**

**GILA COUNTY**

**RFP No. 111714**

**(1) New or Used 70,000lb  
Capacity Hydraulic Tail  
Equipment Trailer**



**Submitted:**

Wednesday | February 11, 2015

3:00PM/MST

**Contact Information:**

**Empire Truck & Trailer**

Don Miller

840 N. 43<sup>rd</sup> Avenue

Phoenix, AZ 85009

**EMPIRE CAT**

[www.empirecat.com](http://www.empirecat.com)

Advantage Series Hydraulic Tail Trailer



*Advantage*<sup>TM</sup>

**Series  
Hydraulic  
Tail Trailer**



*Advantage*<sup>TM</sup>

**SERIES**

# Advantage™

## Series Hydraulic



### Front Access Panel

The Trail King standard front access panel offers easy access for connecting hydraulic, air and electrical lines. The panel may be opened for internal maintenance or repair simply by loosening four bolts.



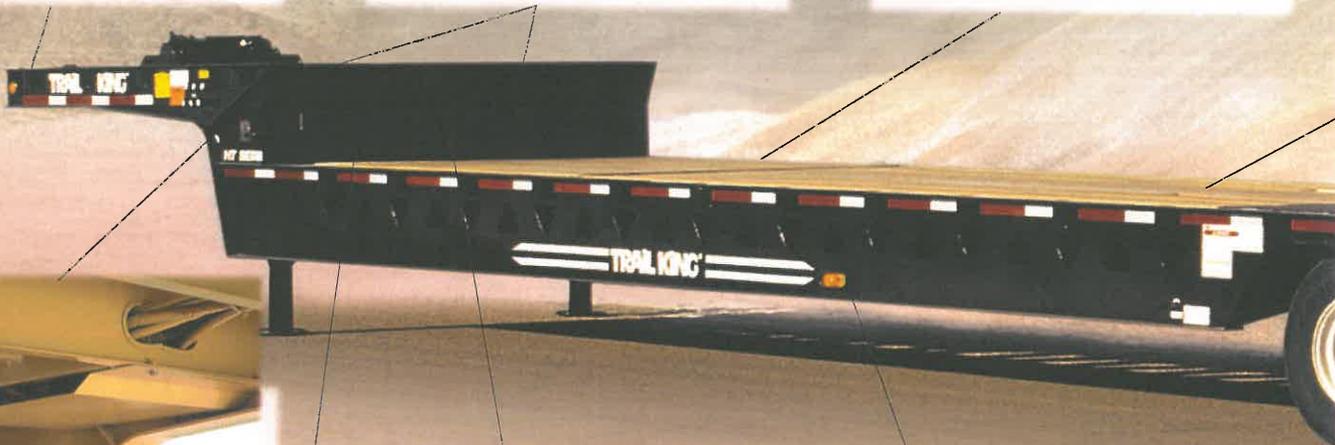
### Tool Boxes

Haul your tools as well as your load... thanks to two covered tool boxes in the top deck that come as standard equipment.



### Upper Deck Ramp

An 8' hydraulic recessed ramp to the upper deck is standard. A special locking mechanism (see inset) ensures that the upper deck ramp stays in place during loading, even if the hydraulics should fail.



### Valve Cover

A protective panel on the underside of the gooseneck shields the hydraulic valving from road grime and debris, resulting in reduced maintenance and longer life.



### Reinforced Gooseneck

To prevent cracking and provide extra strength, the gooseneck is reinforced with a half-moon gusset and a brace that runs the full depth of the beam.



### Winch

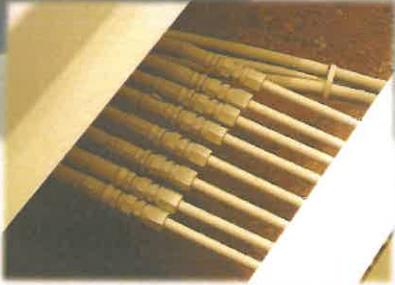
Even "dead" equipment can be loaded with ease with the standard 12,000-lb. winch with level wind (mounted above the king pin). Winch guard and 65' cable with locking safety hook are also standard.



### Wiring

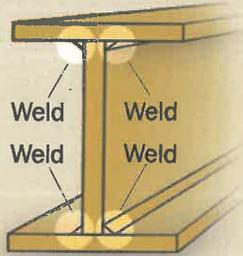
Rubber grommets are used wherever wiring runs through the frame in order to eliminate wear, reduce maintenance and repair, and deliver dependable electrical component performance.

# Tail Trailer



## Hydraulic Lines

The hydraulic system features steel lines under the deck, and JIC fittings and O-ring seals at connection points for dependable, leak-free performance.



## One-Piece Construction

Trail King I-beams are constructed of one-piece web and flange material and welded on all four sides to seal and protect the seams from rust. The result is an I-beam that is not only stronger... but one that is stronger longer.



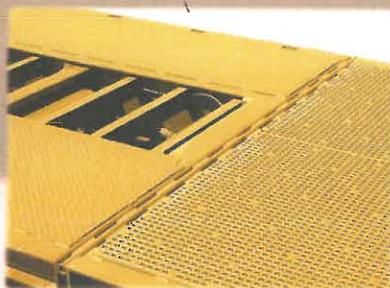
## Paint

Crossmembers are primed and topcoated with two-component polyurethane primer and topcoat before decking is installed. So the entire trailer has protection from the elements – even in places you can't see.



## H-Bar Transport Lock

Standard H-bar assembly allows the load to be carried on the tail in the transport position and without putting weight on the hydraulic cylinders. The result... more deck space available without compromising a safe, stable haul.



## Tail Hinge

The tail features a heavy-duty hinge that runs the whole width of the deck for the rugged, durable, trouble-free operation necessary to handle heavy loads and continuous usage.



## Eight-Beam Approach Plate

Two outside I-beams provide the extra strength necessary to prevent "peeling off" the edge of the ramp during loading. The six formed beams in between provide solid support across the whole width of the approach plate.

*Advantage*<sup>TM</sup>

# Series Hydraulic Tail Trailer



With the push of a lever, the hydraulic tail can be lowered to load from ground level...

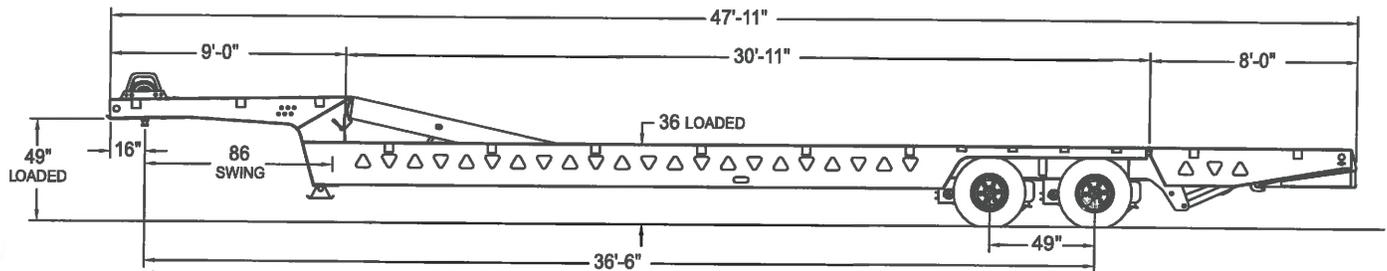


...or raised to load from a dock up to 58" in height, without the use of ramps or forklifts.



The hydraulic recessed upper deck ramp allows you to load the upper deck and maximize your hauling capacity.

## STANDARD CONFIGURATION



## STANDARD EQUIPMENT

Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.  
47'11" Overall Length  
102" wide  
36" loaded deck height (with 17.5 tires)  
49" loaded 5th wheel height  
16" king pin setting with 86" swing clearance  
9' 0" straight drop upper deck  
2 tool boxes at front of upper deck  
8' hydraulic recessed upper deck ramp  
12,000 lb. hydraulic winch with level wind (mounted above king pin)  
Winch guard  
65' winch cable with locking safety hook  
Wireless remote for winch (1 function, 2 buttons)  
10-ga. floor plate decking on upper deck  
1 3/8" (NET) apitong deck raised w 1/4" floor plate over wheels  
8" and 10" cross members on 12" centers  
100,000/80,000 psi yield strength steel construction  
External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"  
Star Traction over steel on last 3' of wheel covers, tail, and folder under  
11'10" hydraulic tail with 46" fold-under, 14° load angle  
Tail raises to 58" dock height and lowers to ground  
Hydraulic actuated tail lock

Vertical supports inside fold under  
Air ride suspension  
Air ride lowering with switch on upper deck  
(2) 25,000 lb axles (5/8" wall)  
49" axle spacing  
4S2M ABS Brakes  
Automatic slack adjusters  
Steel hub-piloted - cast drum  
6.5 x 17.5 8-hole steel disc wheels  
One-piece oil seals  
Pro Tork axle nuts  
235/75R x 17.5 radial tires  
Dual hydraulic controls (each side)  
Pin-type park stands  
LED lights, 50 state legal  
Three tail lights per side (amber in center)  
Electrical system per DOT regulations  
Midturn signal clearance lights  
Rubber-mounted sealed lights with sealed harness system  
Mud flaps  
Red & white conspicuity markings  
Paint: Trail King 2 part polyurethane

All specifications are subject to change without notice. Trailers pictured in this brochure may feature optional equipment.



**TRAIL KING Industries** *Advantage*<sup>TM</sup>  
SERIES

Quote #: TK-30676.00

To: Empire Truck & Trailer

Reference: Gila County  
 Est. Completion Date:

Attn:  
 Phone:  
 Cell:

PO Number:  
 Issued:  
 Expires: February 25, 2015  
 Contact: Empire-DonM  
 Phone: 602-627-5721  
 FAX: 602-627-5719  
 Email: don.miller@empire-cat.com

FAX:  
 Email:

Qty	Description	Weight (lbs)	Unit Price	Total
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**TK80HT Advantage Series Hydraulic Tail Trailer**

**10833 - STANDARD EQUIPMENT**

Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.  
 47'11" Overall Length  
 102" wide  
 36" loaded deck height (with 17.5 tires)  
 38½" loaded deck height (with 22.5 tires)  
 49" loaded 5th wheel height  
 11'10" hydraulic tail with 46" fold-under, 14° load angle  
 Stainless steel hinge pins on main tail and fold-under  
 Tail raises to 58" dock height and lowers to ground  
 Hydraulic actuated tail lock  
 Air Ride suspension  
 Air Ride lowering with switch on upper deck  
 10-ga. floor plate decking on upper deck  
 8" and 10" crossmembers on 12" centers  
 100,000/80,000 psi yield strength steel construction  
 Vertical supports inside fold under  
 49" axle spacing

4S2M ABS Brakes  
 (2) 25,000 lb axles (5/8" wall)  
 Automatic slack adjusters  
 Steel hub-piloted - cast drum  
 One-piece oil seals  
 pro tork axle nuts  
 80' winch cable with locking safety hook  
 Dual Hydraulic controls (each side)  
 2 tool boxes at front of upper deck  
 LED lights, 50 state legal  
 Three tail lights per side ( Amber in center)  
 Electrical system per DOT regulations  
 Midturn signal Clearance lights  
 Rubber-mounted sealed lights with sealed harness system  
 Mud flaps  
 Red & white conspicuity markings  
 Paint: Trail King 2 part polyurethane

**10833-Base**

1	Open Deck	TK80HT Advantage Series Hydraulic Tail Trailer
1	Upper Deck	10'0" straight drop upper deck (16" pin setting / 98" swing clearance)
1	Upper Deck Ramp	8' Hyd. recessed upper deck ramp (12" less than deck width)
1	Winch	20,000 lb. hydraulic winch ILO standard mounted above king pin
1	Winch	Winch guard
1	Hydraulics & Controls	Wireless Remote for winch (1 functions, 2 buttons)
1	Hydraulics	24 HP Honda SCU with cover (mounted above winch)
1	Landing Gear	2-speed park stands ILO std (crank curb side)

1	Main Deck	Single drop deck	
1	Decking, Main Deck	1 3/8" (NET) apitong deck raised w/ 1/4" floor plate over wheels	
1	Tie Downs	External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"	
1	Tie Downs	Triangle cut-outs	
1	Decking, Tail	Star Traction over steel w/Star Traction over last 3' of wheel covers also	
1	Decking, Fold Under Approach	Star Traction over steel	
1	Brakes	Drum style, 12.25 X 7.5 931-162 lining	
1	Tire & Wheel Size	235/75R x 17.5 Tires with 6.75 x 17.5 8-hole disc wheels, 36" deck height (per trailer)	
1	Wheel Finish (inside)	6.75 x 17.5 8-hole steel disc wheel	
1	Wheel Finish (outside)	6.75 x 17.5 8-hole steel disc wheel	
1	Spare Wheel	6.75 x 17.5 8-hole steel disc wheel (per wheel)	54
1	Spare Tires	235/75R17.5 - 18 ply HTL2 (tire only) (per tire)	
1	Lights / Electrical	3rd Tail Light Package	
1	Paint	Trail King 2-part polyurethane paint. Click on arrow to select color from drop-down box.	

### 10833-Additional Options

1	Tie Downs	Add recessed d-rings on 48" centers	
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### Terms

- Effective 11/11/11, prices and specs are subject to change without notice.
- All orders and payment terms are subject to credit approval.
- Federal Excise Tax is calculated on the selling price to a non-exempt end user
- Freight invoice amounts are net of any discounts.
- Non-Standard production units require a 20% down payment
- All fifth-wheel trailers outside the 16 week production window require a 10% down payment at time of order to lockdown completion date.
- Promised Date is subject to change under the following conditions only:
  1. Change in customer credit status.
  2. Approval drawing not signed by designated date.
  3. Down payment not received by designated date.
  4. Customer initiated change order extends design or manufacturing time, or requires raw material or components outside the production window.



## THE COMPLETE TRAILER LINE MANUFACTURER

### TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

#### WARRANTY:

Trail King Industries, Inc. warrants that trailer model: \_\_\_\_\_, Serial number: \_\_\_\_\_ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.**

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

#### *Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)*

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule. This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components				One Year 100%

#### *Trail King Dump Series:*

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

(continued from front...)

**Trail King Pneumatic Bulbar Series:**

All Trail King manufactured components	One Year 100%		
Frame, Struts, Vessel	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%

**Trail King Live Bottom Series:**

The period of warranty is set forth as follows:

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt).					
I.	Gear box, Motor and Drive Shaft, and Individual Chain Strands Only				
	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
II.	Trail King manufactured components.	Year 1	100%		
	This excludes all hopper sheets.	Year 2	75%		
Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):					
I.	Chain, Gear box, Motor and Drive shaft.	Year 1	100%		
II.	Components Manufactured by Trail King.	Year 1	100%		
		Year 2	75%		

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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-3001**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates 2-17-15 to      Grant?: No

Begin & End: 2-16-16

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Contract No. 013015 with EPS Group for the civil design on the Copper Administration Building.

Background Information

At the September 30, 2014, Board of Supervisors' Work Session, the Board of Supervisors approved the purchase of a used modular structured building to relocate existing County departments and personnel from private leased offices to County property. The site selected for the modular building was previously used as a maintenance yard and shop. The site will require various improvements and modifications to fulfill its newly designated purpose as an administration building site. A cost analysis-itemized cost sheet was provided to the Board at the September 30, 2014, Work Session, which itemizes site improvements that will need to be performed on the used structure in order to make it a workable environment for County staff.

Evaluation

In order for the site to function as an administration building site, and to ensure the safety of County employees and the public, the services of a civil engineer will be required to design various site improvements. The civil engineer will design an overall site plan which will include grading, drainage, parking, ADA compliant accesses to the building, sidewalks, stairs, privacy walls, and slope protection.

A site plan is critical for planning the project, permitting the project, and constructing the project. The design for grading, drainage and parking is critical since the intended use of the site has changed from its former use. The design for ADA compliant entrances into the building, sidewalks, and stairs will ensure compliance with applicable laws and provide connectivity to other County offices. The design of the privacy walls will provide increased safety for County employees and the public and also provide separation of the 911 building from the general public. The design for slope protection will decrease future maintenance costs by preventing erosion of slopes.

A Request for Qualifications (RFQ) was developed which outlined the items needing to

be designed. The RFQ contained a written description of what was needed, various exhibits (maps, drawings, details, etc.), and a scoring criterion by which the firms would be selected. Once the RFQ was prepared, staff selected three firms, held a project walk through meeting, and distributed the RFQ at the walk through. The three firms selected were: Stantec Consulting, Tetra Tech, Inc., and EPS Group. RFQ responses were submitted to Gila County by Tetra Tech, Inc. and EPS Group. Staff reviewed the two responses received, and scored each response based on the criterion provided in the RFQ. Out of a possible 100 points, Tetra Tech, Inc. scored an average of 94.5, and EPS Group scored an average of 99.5. Based on the scoring criterion, EPS Group was selected to enter into negotiations. After multiple revisions during negotiations, staff believes an agreement has been reached that is appropriate for the services to be provided and the current circumstances.

### Conclusion

The principal goal of the Public Works Division is to complete the new Copper Administration Building, so it can be occupied by its intended County staff. The services provided by EPS Group will play a critical role in completing this goal.

### Recommendation

Gila County Public Works Division Director, Steve Stratton, recommends that the Board approve Contract No. 013015 with EPS Group in an amount not to exceed \$49,966.85 to provide the civil engineering design for the Copper Administration Building.

### Suggested Motion

Information/Discussion/Action to approve Contract No. 013015 with EPS Group to provide civil engineering design for the Copper Administration Building in an amount not to exceed \$49,966.85 without prior written approval of the County. **(Jeff Hassenius and Steve Stratton)**

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### Attachments

Professional Consulting Services Contract No. 013015

Request for Qualifications

EPS Group Statement of Qualifications

Tetra Tech Statement of Qualifications

Scoring results for EPS Group

Scoring results for Tetra Tech

Final Negotiated Pricing and Scope with EPS Group

Cost Analysis-Itemized Cost Sheet

Legal Explanation

---

**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 402-8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

#### CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and    EPS Group    of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT**.

**WITNESSETH:** That the Consultant, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Consultant will design and prepare construction documents for the site plans for Gila County's new Copper Administration Building. Improvements are to include parking lots, sidewalks, a CMU wall (or alternate), shotcrete, and drainage items. The consultant will provide a bid ready set of plans and specifications and supporting documentation necessary to clearly convey the intent of the plans, for each of the bid packages defined in the Request for Proposal (RFP), and specific to the relative complexity of the intent being conveyed within the bid package. Larger more complex bid packages will have more complex plans and specifications (more paperwork, bonding, etc.) and the smaller bid packages will have simple plans and specifications.

EPS Group proposes to complete the **Civil Design for Copper Administration Building Project** in accordance with the following Scope of Services:

### **Task 1 – Conceptual Design**

Task 1 will include:

- The preliminary 20% design prepared by Gila County will be evaluated based upon the information provided from the RFP.
- Develop a digital terrain model (DTM) from the survey information supplied by Gila County.
- A refined site plan that includes the following will be created:
  1. Refined site layout based upon traffic circulation, drainage, etc.
  2. A preliminary concept for a CMU wall versus a wrought iron fence. This will compare the aesthetics and the cost of each option.
  3. A preliminary concept for the sidewalk on Monroe Street. Two alternatives will be evaluated and compared. This includes an attached sidewalk with a varying curb height versus a sidewalk that is detached. Cost and impacts of each option will be compared.
  4. Evaluate the location of a trash dumpster.

### **Task 2 – Construction Documents**

Task 2 will include:

- 95% and Final Plan documents: Plans will be submitted at the 95% and Final Plan submittal stages. Plans to include parking lot paving design, signing and striping, sidewalks, drainage items, curb and gutter, a CMU wall (or alternate), and shotcrete.
- Special Provisions/Specifications will be prepared in accordance with Gila County standards.
- Prepare an estimate of probable construction costs.
- Deliverables: Submit a PDF of the 95% plans, Special Provisions, and the construction cost estimate to the County for review. Submit two (2) Full Size, and two (2) Half Size sets of the Final plans, and PDFs of the Special Provisions and the construction cost estimate to the County.
- Distribute the plans to the appropriate utility companies, and the City of Globe for their review and comments.
- Coordinate/Hold Agency comment review/resolution meeting with Gila County and the City of Globe. It is anticipated that this meeting will be an “over the shoulder” review format and would include a site visit.

NOTE: Plans shall be developed using AutoCAD.

### **Allowance Task 3 – Stairs from Courthouse to Copper Administration Building**

Task 3 will include:

- A preliminary concept for stairs from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  1. Design stages shall include 95%, and Final Plans. The Task 3 plans will be submitted together with the plan sheets in Task 2 as one set of plans.
  2. All submittals shall include an estimate of probable construction cost.
  3. Special Provisions and technical specifications will be included if applicable.

**Allowance Task 4 – ADA Accessible Ramp from Courthouse to Copper Administration Building – NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.**

**Allowance Task 5 – Stairs from Juvenile Detention Center to Copper Administration Building – NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.**

**Allowance Task 6 – Project Management and Coordination during Design**

Task 6 will include:

- Concept Approval/Kickoff Meeting: It is assumed one (1) meeting will be required to review the Conceptual Design (Task 1) with Gila County staff.
- Comment Resolution Meetings: It is assumed that two (2) comment resolution meetings will be required – one (1) meeting after the 95% plans review by Gila County and one (1) meeting after Permit Review by the City of Globe. A site visit may occur in combination with the 95% plans review.
- Additional Meetings (As Required): Up to three (3) additional meetings could be attended if required. This could include post design meetings.

**To be Provided by Gila County:**

- Supplemental Survey as needed.
- As-builts/plans for underground utilities.

**Exclusions:**

- Geotechnical investigations (Unless Allowance Tasks 4 is selected for design).
- Structural Engineering (Unless Allowance Task 4 is selected for design).
- Lighting Design.
- Surveying
- Environmental Documentation
- Landscaping
- Water/Sewer Design
- Gas Tank Relocation
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Coordination: EPS will distribute plans to utility companies. Gila County will handle coordination with the utility companies.

NOTE: All engineering will be based upon topographic survey and field survey data supplied by Gila County. EPS does not guarantee the validity of the survey.

**ARTICLE II – INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, 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 and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (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. This indemnification clause is subject to the limitations imposed by A.R.S. § 34-226. To the extent that the provisions in the indemnification clause exceed those permitted by A.R.S. § 34-226, the provisions of A.R.S. § 34-226 control and those provisions shall be stricken from this Indemnification Clause. All other provisions of the clause shall remain in effect. It is the intent of the parties that the Contractor indemnify the Indemnitee to the maximum extent permitted by A.R.S. § 34-226.

**ARTICLE III - 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 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
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- a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as 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.

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, Contractor 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. **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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 IV – 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 Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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.

Consultant 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 Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

**ARTICLE V – SCHEDULE & FEES:**

**SCHEDULE & FEE**

Upon receipt of the Notice to Proceed, Task 1-Conceptual Design and Task 2-Construction Documents will be completed between February 18, 2015 and March 25, 2015.

Task 3-Allowance Task-Stairs from Courthouse to Copper Administration Building will be completed no later than April 17, 2015 from the date of Notice to Proceed.

Tasks will be invoiced on a Lumped Sum Basis. County shall pay Consultant \$48,885 for all Tasks as defined in this contract, plus \$1,081.85 for reimbursables. Contractor may invoice for progress payments every 30 days based upon Consultant’s good faith estimate of the percent of the design related tasks completed at the time of the invoice. County shall have fourteen calendar days after receiving Consultant’s progress invoices to provide notice of any disagreement with the progress estimate. The parties agree to first attempt in good faith to informally negotiate any dispute regarding progress payments.

<b>Task Number</b>	<b>Consultant Task Description</b>	<b>Fee</b>
1	Conceptual Design	\$ 7,900
2	Construction Documents	\$30,595
3	Stairs from Courthouse to Copper Admin Building	\$ 3,240
6	Project Management/Coordination	\$ 7,150
	Reimbursables (Based upon breakdown below)	\$ 1,081.85
<b>Total all Tasks and Reimbursables</b>		<b>\$49,966.85</b>

**Reimbursable In-House Costs**

**95% Submittal**

25 – ½ size sheets x 12 sets @\$0.30 per sheet.....\$90.00

**100% Submittal**

25 – ½ size sheets x 12 sets @\$0.30 per sheet.....\$90.00

**Deliveries/Mailing**.....\$ 250.00

**Structural Design**.....\$ 400.00

**Mileage**

3 trips – 146 miles/trip @\$0.575/mile.....\$ 251.85

**ARTICLE VI – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 VII – 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. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”;  
or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; 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. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County

**ARTICLE VIII – PAYMENT:** The Scope of Services for Design Related Tasks as outlined above will be performed for payment of \$49,966.85.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

**ARTICLE IX – CONTRACT PERIOD:** The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and 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.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015  
CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

GILA COUNTY:

\_\_\_\_\_  
Michael A. Pastor,  
Chairman of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

EPS GROUP:

  
\_\_\_\_\_  
Signature of Consultant

ELIJAH WILLIAMS  
\_\_\_\_\_  
Print Name

- General info

It is the intent of Gila County to hire a design engineering firm to complete the site plans for the new Copper Administration Building site. The bidding firms will be provided with a 20% design prepared by Gila County. The bidding firms will need to submit a proposal to complete the design per the attached Scope of Work, including all deliverables, and the amount of time required for completion. The bidding firms will be scored based on the attached criteria. There will be a prebid walk through on January 5, 2015. After the prebid walk through, all questions must be submitted in writing through e-mail to Mike Gillette at [mgillette@gilacountyaz.gov](mailto:mgillette@gilacountyaz.gov) no later than January 9, 2015 at 5pm. All questions will be answered in writing no later than January 12, 2015 at 5pm. Bid proposals will be due January 13, 2015 at 5pm.

- Scoring

Bid proposals will be ranked based on the following criteria. This project is being completed on an accelerated schedule; therefore, time required to complete and provide deliverables will be evaluated with the highest possible number at 40 points. Qualifications and experience with similar work will be evaluated with 30 possible points. A possible 30 points will be given based on the firms understanding of and approach to the project. After the bid proposals have been evaluated the proposal with the highest score will be awarded the contract.

- Time required to provide the deliverables. 40 points
- Qualifications and experience with similar work. 30 points
- Understanding and Approach 30 points

- Bid Tab

Bid Item	Description	Time to complete design	
No. 1	Overall site design		
No. 2	Stairs		
No. 3	ADA Access		
No. 4	Lower stairs		

**Bid item No. 1:** This bid item is for completion of the overall site design and should include an overall site plan. The construction portion of this project will be completed in multiple phases. Gila County will need the designer to provide plans and specifications grouped into construction bid packages. Please provide a cost estimate to complete construction drawings and specifications for the following construction bid packages. Please also include the amount of time to complete a construction bid package for each of the following,

- A. Building sidewalks/site concrete, paving, earthwork , drainage(prepare separate plans and specifications to be put out for bid for construction)

- B. CMU wall (prepare separate plans and specifications to be put out for bid for construction)
- C. Upper sidewalk, shotcrete, road repair. (prepare separate plans and specifications to be put out for bid for construction)

**Bid item No. 2:** Cost estimate to provide preliminary engineering and final construction drawings, specifications, and engineers estimate to construct stairs connecting to the Courthouse parking lot.

**Bid item No. 3:** Cost estimate to provide preliminary engineering and final construction drawings, specifications, and engineers estimate to construct an ADA accessible ramp connecting to the Courthouse parking lot.

**Bid item No. 4:** Cost estimate to provide preliminary engineering and final construction drawings, specifications, and engineers estimate to construct stairs connecting to the juvenile detention facility.

<ftp://ftp.gilacountyaz.gov/>

The drawing can be found in the following folder path:

Public - Public Works – Engineering – Copper Administration Building – Design – (12-30-2014)

Note: in the folder (12-30-2014) you will find the work drawing called GC2014-18-share.dwg as well as the folder called (External Reference Drawings). All of the pertinent external reference drawings for the work drawing (GC2014-18-share.dwg) are within the external reference drawing folder.

## Scope of Work

Gila County has recently acquired a modular building which is currently being placed on a lot located southwest of the Gila County Courthouse in Globe, Arizona. The building has the approximate outside dimensions of 120' X 168' and the finished floor of the building is planned to be set approximately 30-inches above the existing surrounding grade. See Exhibit's A and B for building location.

The area immediately surrounding the modular building needs to be improved to accommodate the planned use of this new facility. Gila County is seeking the services of an engineering design firm to prepare final plans and specifications for the site improvements for this new facility. A preliminary design has been done by the Gila County Engineering Department for the site. The following is a list of items that pertain to the work that has been done to date, items of work that need to be done, decisions regarding certain aspects of the proposed design and available resources that the County can provide to the firm to assist with the design.

### Item No.1

The working drawing for the preliminary design done by the Gila County's Engineering Department is available for the design consultant to use. It is suggested that a minimum, this drawing be used as an external reference for the final design drawing. The drawing was created using Autocad Civil 3D - 2014.

This drawing currently has the following information:

- Survey ground data collected to date.
- Existing features on the site – including known utilities.
- Aerial imagery from 2006 (attached from a SID file).
- Preliminary parking layout and anticipated traffic movement around the building site.
- Preliminary elevations and grades.

### Item No.2

Gila County's Engineering Department will provide any survey field data that may be needed for the design.

An as-built location of the new modular building will be forthcoming (this includes verification of existing exterior door locations).

Field survey topo shots have already collected by Gila County and will be made available to the designer.

### Item No.3

A new wall is desired on the southern side of the property (see Exhibit A). The wall that is being considered is an ADOT standard SD 8.02 masonry wall.

Item No.4

A new 4' wide sidewalk with handrail is desired along the southern side of Monroe Street from the upper courthouse area down to the new modular building site. In addition to this work, it is desired to repair the existing dip in Monroe Street on the same side of the road that the new sidewalk is being proposed. It is anticipated that the removal of the existing AC out to the centerline of Monroe will be needed in order to accomplish this work.

Item No.5

A shotcrete slope is anticipated on the north side of the new modular building (See Exhibit A). The proposed shotcrete slope will extend from the back of the new sidewalk along Monroe Street and will end behind the curb proposed for the north side of the access road next to the modular building.

Item No.6

A 10-inch pavement structural section is being considered for the paving that needs to be done around the modular building site. At this time, both a concrete and an asphalt surface are being considered.

Item No.7

The modular building will need to be ADA accessible. Ramps leading from the exterior doors on both the west and east side of the building will need to be designed to be ADA compliant (see Exhibit A). Preliminary grades leading from the building doors down to the parking lot have been established to accomplish this along with a dedicated parking location and adjacent handicap aisle.

Item No.8

Concrete curb is anticipated in several locations throughout the site plan – currently Gila County is considering a MAG 222 - type B curb.

Item No.9

Concrete sidewalk around the exterior of the building is desired. The width of sidewalk on each side of the building has already been determined.

Item No.10

One way traffic around the building has been decided – currently a counterclockwise movement is anticipated for the parking layout shown on Exhibit A.

Item No.11

Stairs leading from the Courthouse area down to the new modular building is desired. A possible location is shown on Exhibit A.

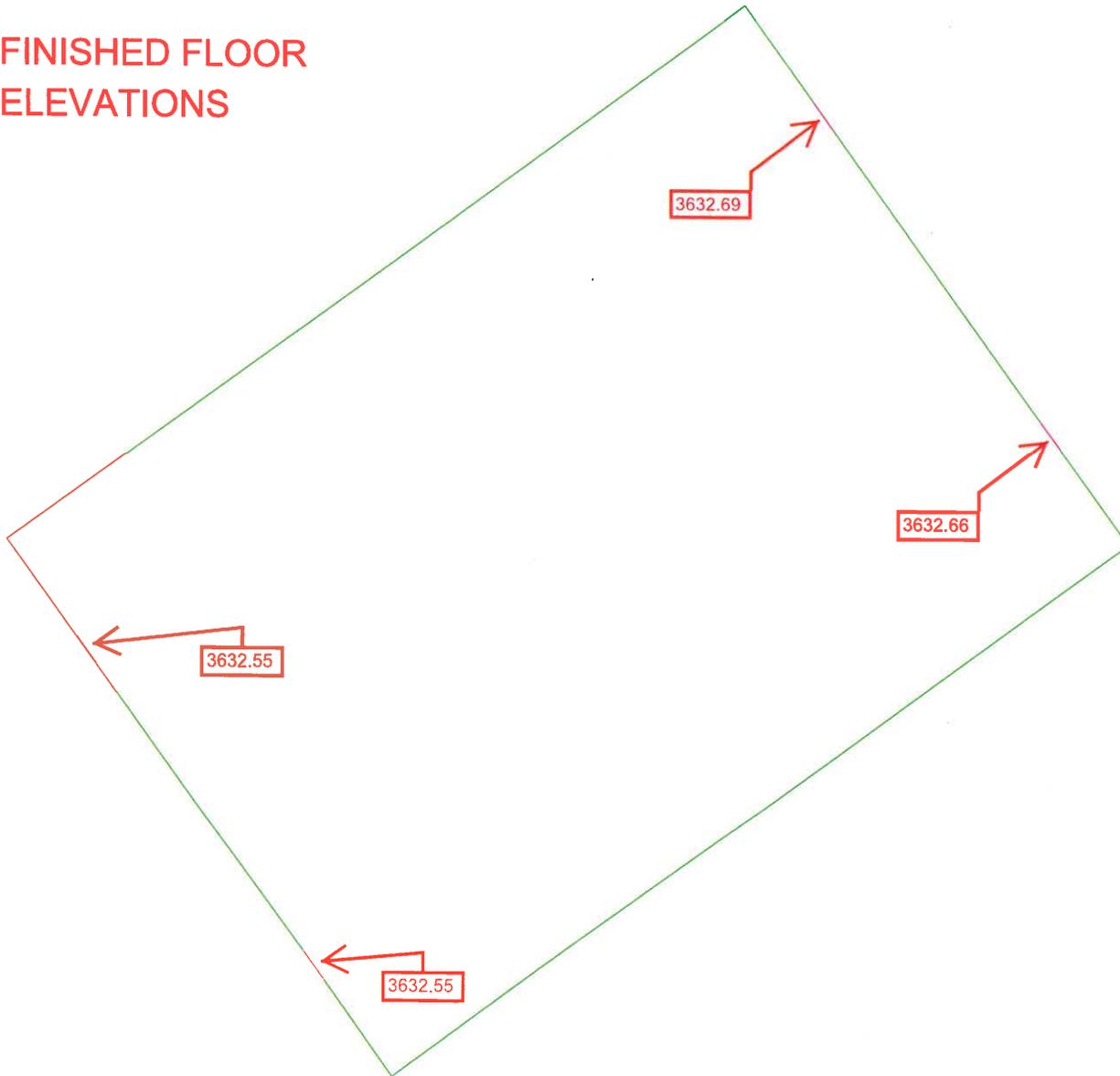
Item No.12

A preliminary review of site drainage has been done. It is anticipated that water can be directed to three locations away from the building. A final design will need to be done showing details of the drainage design.

Item No.13

The evaluation of an ADA compliant ramp leading from the Courthouse area down to the new modular building site is being requested with this proposal. The cost of the design along with an approximate construction estimate is desired. Currently there is no planned location for this ramp.

FINISHED FLOOR  
ELEVATIONS



NORTH



EXHIBIT A





US Hwy 60  
(E. Ash St.)

Gila County  
Courthouse

Monroe St.

7th St.

E. South St.

Modular Building Site

NORTH

EXHIBIT B



# Statement of Qualifications

## *Copper Administration Building*

January 13, 2015





January 13, 2015

Michael Gillette  
Gila County  
745 N Rose Mofford Way  
Globe, AZ 85501

Re: Gila County Copper Administration Building

Dear Members of the Selection Committee:

EPS Group, Inc. was founded to provide professional transportation planning, design and construction management services throughout the State of Arizona. We are a locally owned corporation where an entrepreneurial spirit of quality, service, communication and customer satisfaction flourishes. **Our resources to complete your project have never been better** (100% increase in registrants over the past 5 years). We have completed significant project research, preliminary engineering, and value engineering in preparation for providing these consultant services. **The key personnel identified herein are committed, ready and available to meet the County's quality expectations under a rapid start-up and an accelerated schedule.** We believe that we are exactly the right firm to assist Gila County on this project based on the following:

- We have extensive experience in providing site engineering and design services throughout the State.
- We comprehensively know and understand the County's latest design standards and project development procedures.
- Our team members have excellent/proven experience on all Key Bid Items.
- Our resources are available and ready to begin work.
- We have a demonstrated ability to provide innovative, money-saving solutions for the County's engineering needs.

Our Primary Contact will be Elijah Williams (email: [elijah.williams@epsgroupinc.com](mailto:elijah.williams@epsgroupinc.com)). His address and phone number are listed below.

We believe this SOQ well represents the strong interest EPS has in performing this work. We look forward to working with Gila County on this contract.

Respectfully submitted,

A handwritten signature in black ink that reads 'Elijah E. Williams'.

Elijah E Williams, PE  
President, EPS Group, Inc.  
Phone: 480-503-2250      email: [elijah.williams@epsgroupinc.com](mailto:elijah.williams@epsgroupinc.com)



## **TIME REQUIRED TO PROVIDE DELIVERABLES**

### **SCHEDULE**

EPS Group Inc. has been providing professional transportation planning, design, project management and construction management services to public clients throughout the State of Arizona since 2003. We have excellent financial resources and have been profitable every year since our establishment. We are a locally owned corporation comprised of fifteen partners/owners. **We understand that our performance on your project directly impacts our future success with Gila County.**

We all know the Arizona economy has been significantly impacted since 2006 with many engineering firms shrinking in size and capacity. EPS, however, has increased its registrants (40) by 100% and its total staff size (over 90) by 200% over the past five years! **We have never been better positioned to complete your Copper Administration Building Site project under an accelerated schedule.**

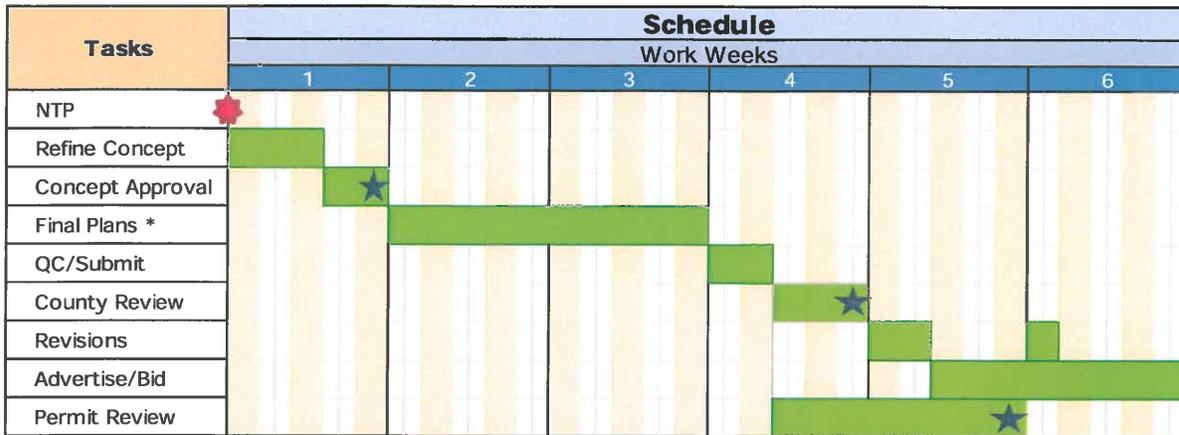
In fact, **EPS Group is one of the ten largest consulting engineering firms (based on Arizona staff size) and is the largest locally-owned Arizona-based design consultant. EPS is also a certified small business concern.**

As a locally-owned small business (LOSBS), EPS is not encumbered by large corporation policies, layers of authority and out of state management. The firm is known for its responsive and flexible/nimble nature, adaptability to changed conditions and proven performance for meeting our client's critical project deadlines.

### **Planning, Implementing & Adhering to an Accelerated Schedule**

**Planning the Schedule:** This is a high priority project for the County. It requires a rapid scoping/negotiation phase to minimize time lost prior to the Notice to Proceed (NTP). EPS has excellent experience in **accelerated project scoping/negotiations** and pledges to again use its **proven skills** in this area to achieve the desired outcome. Upon notice of selection, EPS will **meet with Globe staff the following day** to negotiate the contract scope and will **submit its scope and fee the next day**. Two things will directly contribute to this rapid response. First - EPS is using no subconsultants (except for Bid Item No. 3 which we recommend be eliminated - see Understanding and Approach Section) simplifying the preparation of the project scope and fee proposal. EPS will come to the negotiation meeting with a draft scope of work to be discussed, refined and approved by the end of the meeting. The second EPS attribute that contributes to rapid response is the corporate culture associated with being a locally-owned small business without remote corporate administration and oversight.

**Site Plan Verification, Refinement and Approval:** A project schedule is shown below. The first two tasks are relevant to this item. One significant lesson learned in our recent US 191 Segment V Design-Build Contract was to completely verify the supplied materials. On that project, relying on supplied data from ADOT later caused rework and delays in preparing the plans, specifications and contract documents. EPS will immediately begin development (at risk) of our project database using the topography, site plan, etc. received from Gila County so that our work can begin immediately upon NTP. In our first three days of the schedule EPS will develop a refined site plan verifying and refining all data in the project site plan including site layout, traffic circulation, and certain preliminary concepts associated with bid items 1C, 2, and 4. This information will be conveyed to the County by 8 am of day four with a pre-scheduled concept review/approval meeting during the morning of day five.



\* Excludes Bid Item No. 3      ★ Meeting with County and/or City staff to discuss and resolve comments.

In the Understanding and Approach section, you will see that we have developed preliminary concepts/understanding of all of the bid items, a key advance step in developing a refined conceptual site plan within three working days. The rest of the project schedule is outlined herein and is performed in an accelerated effort.

Bid Item	Description	Time After NTP to Complete Design
No. 1	Overall Site Design	3.5 Weeks
No. 2	Stairs	3.5 Weeks
No.3	ADA Access	6.5 Weeks
No.4	Lower Stairs	3.5 Weeks

**Implementing the Schedule:** Key to implementing an accelerated schedule is appropriately staffing the project team. We have carefully organized our design efforts into three separate design squads. Greg Froehlich, PE will lead the Bid Item 1A design squad. This is the largest design effort. Greg has excellent similar directly related experience (see Qualifications and Experience Section). For example, he has served as the Project Engineer on the design of numerous Park and Ride facilities including three for the City of Phoenix (Deer Valley, Dreamy Draw, and Metrocenter) and one for the City of Mesa (Superstition Springs).

Jon Lassuy, PE will lead the design squad for Bid Item 1B (CMU wall) and Bid Item 1C (upper sidewalk, shotcrete, road repair). He likewise has excellent similar experience. For example, on the Southern Avenue Stapley Drive intersection project, he prepared CMU wall plans, sidewalk plans and roadway plans. On the Agua Fria Truck Route, he prepared similar slope stabilization and wall plans.

Finally, bid items 2, 3, and 4 will be lead by a third design squad headed by Tom Snyder, RLA. Tom has excellent experience in pedestrian ways, stairs and ADA ramps.

Using **separate design squads** for each of these bid items/packages **will allow** each to be focused on their individual project elements, **optimizing their ability to implement our accelerated schedule.**





***Adhering to the Schedule:*** We spoke with Jerry Barnes, City of Globe. They will be reviewing the plans for permitting. He stated the review process is typically 2-3 weeks but that a quicker review could likely be arranged. We have shown 1.5 weeks for permit review in our proposed schedule with a review meeting at the period's end. Any revisions would be reflected in a Addendum to be issued on day two of the final bidding week. It should be noted that **EPS is currently designing a waterline project for the City of Globe** and has an excellent relationship with Jerry Barnes and the City Manager, Brent Billingsley. **These relationships will facilitate arranging an expedited plan review and achieving plan approval.**

Adhering to the Schedule will not only take a dedicated effort from EPS, but a collaborative effort with Gila County and the City of Globe. To achieve that collaboration, the EPS schedule includes planning the day when the over-the-shoulder reviews with County staff and with the City of Globe staff. All are busy these days. Pre-planning/scheduling over-the-shoulder review meetings (three are shown on the schedule) will allow agency staff to know the exact day and time for these over-the-shoulder reviews. This of course requires complete adherence to the project schedule by the design team.

Our senior management team members including Darrell Truitt (Project Principal), Elijah Williams (Project Manager), Greg Froehlich (Design Squad Leader), Jon Lassuy (Design Squad Leader), and Tom Snyder (Design Squad Leader) have the significant and broad range of directly related project experience required to successfully guide the project through completion.

Our Project Manager, Elijah Williams, will be responsible for developing and maintaining the project schedule. He will provide weekly schedule updates, progress reports, and a listing of key issues that require resolution. These may occur more frequently when needed. Mr. Williams will proactively interface with the project team to monitor their respective progress and schedule adherence.

**EPS has powerful tools for developing and managing a project schedule.** Each project is subdivided into manageable elements. This project will receive two weekly reviews by the Project Manager to ensure that the schedule and budget are being met, and that client requirements and needs are being satisfied. Should any schedule slippage occur, **Mr. Truitt and Mr. Williams will develop proactive steps to accelerate project work and provide additional resources if required.**

The project will also undergo EPS's thorough Quality Control prior to submittal of the Final Plans. Thorough Quality Control is standard for all EPS projects and is particularly more critical to the project's success when developed under an accelerated schedule. The goal of the quality control is to produce accurate, error-free plans, minimize agency review time, and avoid project rework, eliminating the associated schedule impacts.



### Proven Accelerated Schedule Performance

**US 70 Salt Creek Emergency Repair:** Sometime in the Fall of 2006, Salt Creek experienced a major drainage event that crushed most of the 3-15' diameter corrugated plate pipes intended to pass its flow under US 70. The resulting erosion of the 60' of roadway fill nearly caused the collapse of US 70 at approximately MP 280.5 within the San Carlos Apache Nation. Upon discovery of this damage, EPS was contacted (January, 2007) to **perform a very accelerated hydrologic analysis, hydraulic calculations, and an investigation of alternative repairs that could be constructed before the summer monsoon season was to begin.** Recognizing the urgency of the project, **EPS immediately began work and completed 70% of the effort without a clearly defined scope or signed task order.**

The Director of the Arizona Department of Transportation declared the project an emergency one month after work began, resulting in a change in project development philosophy. **EPS quickly responded to this dynamic and delivered the required work product on schedule.** Work was performed in consultation with the contractor selected by ADOT based on qualifications (similar to a CM@Risk project delivery method). Project elements included survey, BIA right-of-way definition/ acquisition, tribal coordination, environmental documentation and permitting, soil nail walls; inlet and outlet headwalls; slip lining the existing damaged pipes with 13' plate pipes; upstream and downstream regrading; the delineation of contractor access roadways; innovative traffic control; erosion control plans; and associated structural calculations and details.

Reference: Javier Gurrola: 602-712-6927; Mark Guarena: 928-402-8507

#### US 70 Salt Creek Emergency Repair





**Cubs Spring Training Stadium:** EPS Group completed the design of the 120-acre City of Mesa and Chicago Cubs new Spring Training Facility that opened to record crowds in 2014. The facility design included **site demolitions, mass grading, site utilities, parking lot and roadway design**, high capacity roundabout design and analysis, curbs, paving, signing and striping, horizontal control, building utility connection plans, and site drainage. The demolition plans included the transformation of all of the old Riverview Golf Course into a clean site for the facility's proposed land uses. **EPS Group was an invaluable team member in the success of the Construction Manager At-Risk (CMAR) delivery format. EPS Group maintained the fast-track project schedule in this CMAR environment (completing the demolitions, mass grading, and infrastructure utilities pre-package in 8 weeks!)** greatly benefiting the bidding and budgeting processes for the City and the Cubs organization. References: Ross Renner: 480-540-3569

Cubs Spring Training Facility and Riverview Park - February 2014



**US 191 – Segment V:** EPS served as the prime civil engineering consultant for the US 191 Segment V **Design-Build** project south of Safford, AZ. The project added two new north-bound lanes parallel to the existing US 191 roadway over a four-mile segment.

Key elements included a close working relationship with the

ADOT PM, General Engineering Consultant, ADOT Sections and Groups, the Safford District, and the prime contractor. **This project well illustrates EPS's ability to build consensus among a variety of stakeholders under an accelerated schedule and an alternative delivery method.**

Reference: Paul David: 928-651-5800





## QUALIFICATIONS AND EXPERIENCE WITH SIMILAR WORK

### FIRM QUALIFICATIONS AND EXPERIENCE

EPS is exactly the right firm for your Copper Administration Building project. As a locally-owned small business you will benefit from our streamlined local management during the scoping/negotiation of the contract. As one of the largest design firms in Arizona you will benefit by our depth of resources and accelerated project schedule. We have outlined below several directly related projects illustrating our excellent firm qualifications/experience. We then describe our proposed project team and our team members' more specific qualifications and experience.

#### **Cobre Valley Regional Medical Center:**

This is the first of four site design/parking lot project examples recently completed by EPS Group. **It is a directly related site/parking lot design permitted through the City of Globe.** The project is a new patient tower on an existing 10 acre site within the City of Globe. The project includes a new 50 bed patient tower, new approach drive, **the addition of 80+ parking spaces**, a central plant and generator enclosures. The entire existing facility resides in an AE flood zone. In order for the project to function properly, the project team had to process a floodproofing certificate through the City of Globe.



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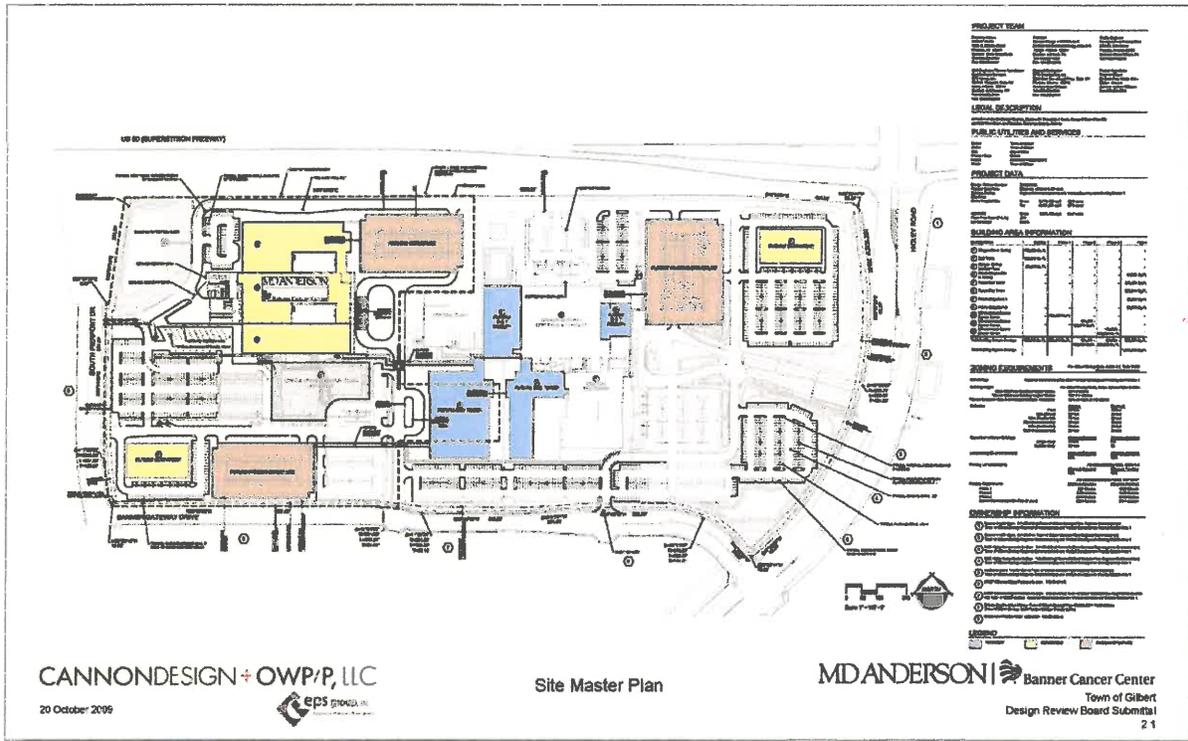
**Rivulon Buildings 1 & 2:** EPS Group prepared site civil engineering plans for the Class A Office complexes at the Rivulon business park known as Rivulon Buildings 1 & 2 covering approximately 22 acres. This first project phase included site grading and drainage. The site grading mass-excavated the entire project area for interim and permanent conditions **including detailed specifications and design for the parking areas.**





**Banner Gateway Medical Center:** EPS Group prepared site civil engineering plans for Banner Gateway Medical center covering approximately 60 Acres including site grading and drainage. The site grading mass-excavated the entire project area for interim and permanent conditions **including detailed specifications and design for the parking areas.**

**Banner MD Anderson Cancer Center (Phase 1):** A more recent phase within the Banner Gateway Medical Center is the Banner MD Anderson Cancer Center prepared by EPS Group. This first phase of the facility covered approximately 9 Acres and included detailed **specifications and design for the parking areas.**



**Stairs, ADA Ramps and Retaining Walls:** EPS has a successful and long history working within several different sector types providing site design, and more specifically designing ADA Ramps, stairs and retaining walls. For example on the **Hawes and Medina Park** in Mesa we designed the **stairs, ADA ramps** and seating within the amphitheater; for **White Fence Estates** we designed the terraces, **retaining walls, decorative stairs and ADA ramps** into the neighborhood amenity park; for **Cortona** we designed the amphitheater equipped with stairs, **ADA ramps** and concrete seating. Furthermore, our Design Squad Leader for Bid Items 2, 3 and 4, **Tom Snyder, designed (personal experience) The University of Arizona Highland Quadrangle Open Space and Pima Community College Northwest Campus in Tucson, Arizona** that included a multitude of **stairs, ADA ramps and retaining walls**, including the signature Angel Stairs at the Pima CC NW Campus. Our previous experience intimately working within these types of developments are critical aspects in understanding and providing a well-designed and integrated, holistic project.





**Southern & Stapley Intersection:** EPS Group was selected as the prime consultant by the City of Mesa to prepare final design plans for the Southern Avenue and Stapley Drive intersection. Balancing the intersection traffic needs with the potential impacts to numerous SRP 69kV and 12kV power lines, SRP irrigation facilities, and residential and commercial property impacts was particularly challenging. This federally funded design project included consideration of an adjacent SRP well site, a SRP power substation, **extensive pedestrian traffic**, and older business and residential areas. The proposed intersection widening to 9 lanes in all directions would have resulted in the acquisition of numerous homes and businesses. **EPS's unique intersection design approach** narrowed the medians and utilized reverse curves to avoid several homes and businesses **saving \$2 Million R/W costs**.

Directly related project features included:

- **Roadway reconstruction (Bid Item No. 1C)**
- **ADA compliant sidewalk (Bid Item No. 1C)**
- **CMU wall (Bid Item No. 1B)**

References: Steve Ketchum: 480-644-2513; Bob Draper: 480-644-3822



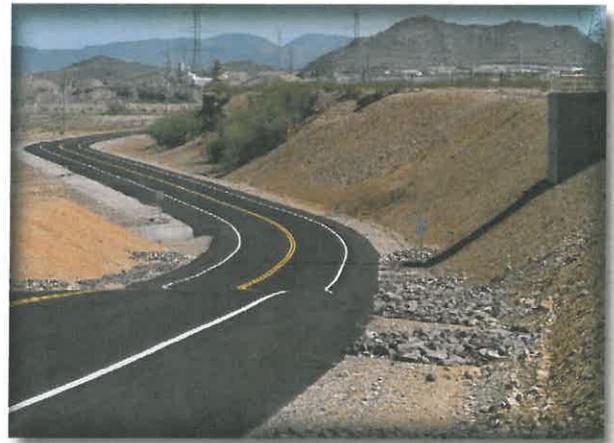
**Agua Fria Truck Route Study and Final Design:**

Rose Garden Lane and Beardsley Road served as the primary truck route for gravel and concrete trucks leaving mining operations in the Agua Fria River bed. These routes take the trucks through residential neighborhoods creating safety, noise, and pollution issues for several communities. EPS Group was selected by the City of Peoria to complete a 1.5 mile alignment study and final design of the proposed extension of 112th Ave along the Agua Fria River to relieve the concerns created by the local gravel operations. This politically driven project has an alignment that passes through ASLD property, private lands, and lies principally within the Agua Fria River bed. Close coordination with an adjacent elementary school, FCDMC, FEMA, the Corps of Engineers, and a local environmental advocacy group was critical to the project's success. In addition, the truck route crosses Deer Valley Road (currently under design by MCDOT) and under SRP and APS power transmission lines. The construction was completed in January 2014. The initial construction cost estimate was \$9.8M and the final construction cost was \$9.5M.

Directly related project features included:

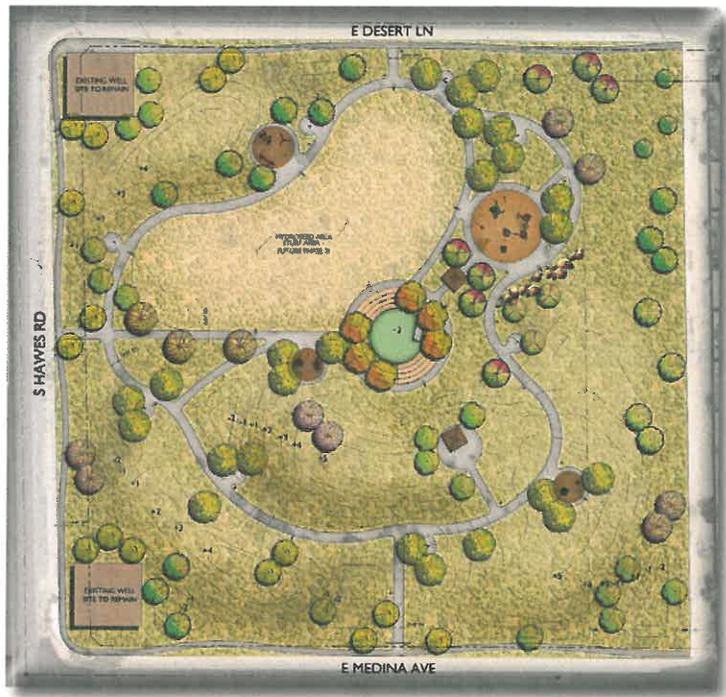
- **Roadway reconstruction (Bid Item No. 1C)**
- **Slope stabilization** along the Agua Fria Riverbank (**Bid Item No. 1C**)
- **CMU wall design (Bid Item No. 1B)**

References: Adina Lund: 623-773-7249; Dan Nissen: 623-773-7212





**Hawes and Medina Park:** EPS was asked by the City of Mesa to develop concepts and complete final construction documents for a new City Park and Sports Complex. The project also required the design and construction of 1.0 mile of adjacent arterial and residential streets. This 10-acre desert environmental park included two playgrounds, exercise stations, and a jogging/walking path. Features included grade changes and undulating terrain that provide challenging opportunities and creative interest for play, exercising, observation, strolling and multi-use activities; a circuit of passive and active spaces through the placement of play-pods, fitness pods, centrally located open space for gathering and seating, observation areas, free-play equipment at the main play area along well-lit paths and trails.



Directly related project features included:

- **Roadway reconstruction (Bid Item No. 1C)**
- **ADA ramps (Bid Item No. 3)**
- **Stairs (Bid Items No. 2 and 4)**

Reference: Lance Webb: 480-644-2399; Bob Draper: 480-988-7705

## TEAM QUALIFICATIONS AND EXPERIENCE



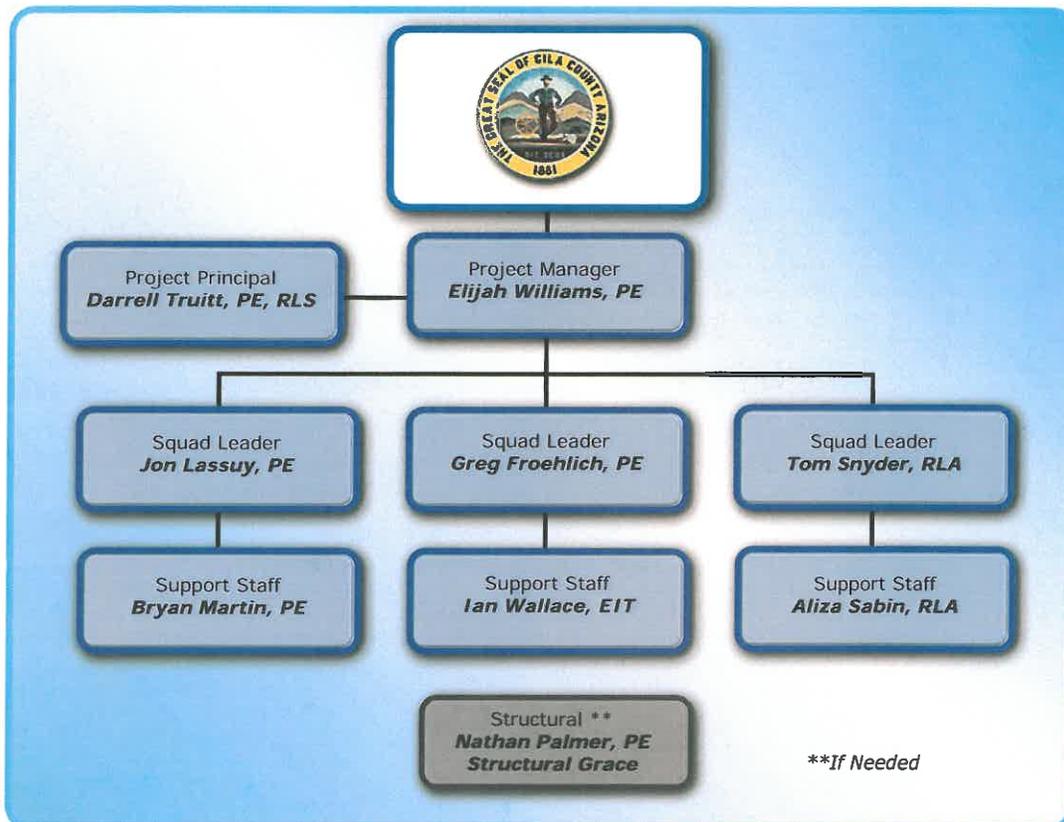
**Elijah Williams, PE, Project Manager (AZ-#37898)** - Although a smaller project, the Copper Administration Building involves a variety of project features/design skills that need to be completed under an accelerated schedule. Mr. Williams possesses the ideal education, experience and proven accelerated schedule performance to guide your project successfully to completion.

Mr. Williams is the President of EPS Group and holds a BSCE and an MBA from Arizona State University. Few engineering project managers can bring this level of management education to their projects. In addition, he has excellent project management experience on directly related projects throughout the State.

Mr. Williams' experience (17 years) and qualifications are significant and include his role as the Project Manager (PM) for the US 70 Salt Creek Emergency Repair; Project Principal for the US 191 Design-Build; and PM for the Agua Fria Truck Route, Southern Avenue/Stapley Drive Intersection, and Hawes and Medina Park projects (all as previously described herein). Mr. Williams' depth of general engineering, planning and design experience will be a valuable asset in understanding the project's dynamics.

Mr. Williams prides himself on responding to client's phone calls and emails within hours – not days. As a Project Manager he is fully engaged in the concept and design innovations that have become typical in EPS designed projects. For Mr. Williams, the first answer is rarely, if ever, the final answer. He consistently challenges the thinking of those around him to develop the highest quality, most constructable and cost effective designs possible.

Elijah has the project management, schedule control, budget control, and quality control capabilities that will lead to your project's success.





**Darrell Truitt, PE, RLS, Project Principal (AZ-#10520, AZ-#16207)** - Mr. Truitt has 43 years of experience as a project engineer, project manager and principal-in-charge of a wide variety of planning, design and construction management contracts and is a founding member of EPS. He holds a Bachelor of Science and an MSCE degree in Civil Engineering from Arizona State University. Mr. Truitt and Mr. Williams have developed a strong working relationship that spans the past 16 years including **all projects listed for Elijah**.



**Jon Lassuy, PE, (AZ-#49457) Project Engineer/Squad Leader - Bid Item No. 1B (CMU wall) and Bid Item No. 1C (roadway design, ADA sidewalk and shotcrete)** - Mr. Lassuy has a BS in Civil Engineering from Arizona State University. Mr. Lassuy has outstanding experience (10 years) in the preparation of roadway, SWPPP, and water/wastewater designs for a variety of municipal arterial **roadway projects** for the City of Mesa (Stapley Drive/Southern Ave - **ADA sidewalk and CMU wall**), Gilbert (Gilbert Rd/Guadalupe Rd Intersection), and Peoria (Agua Fria Truck Route - **slope stabilization and CMU wall**).



**Greg Froehlich, PE, (AZ-#37285) Project Engineer/Squad Leader - Bid Item No. 1A (site design/parking lot design)** - Mr. Froehlich has 17 years of design experience on a variety of projects across the State. He holds a BS in Civil Engineering from Arizona State University. Mr. Froehlich's extensive experience and understanding of roadway as well as commuter park-and-ride facilities will prove invaluable. His experience includes: roadway design, **parking lot design**, storm drain design and hydrology, signing and striping and cost estimating. Mr. Froehlich has served as Project Engineer on the design of numerous park and ride facilities including three (3) park-and-ride facilities for the City of Phoenix (Deer Valley, Dreamy Draw, and Metrocenter) and one for the City of Mesa at Power Road and US 60. Municipal roadway projects include: Cottonwood Lane Reconstruction (City of Casa Grande), Riggs Road (Town of Queen Creek), Gilbert Rd/Guadalupe Rd Intersection (Town of Gilbert), and 83<sup>rd</sup> Avenue and Agua Fria Truck Route (City of Peoria).

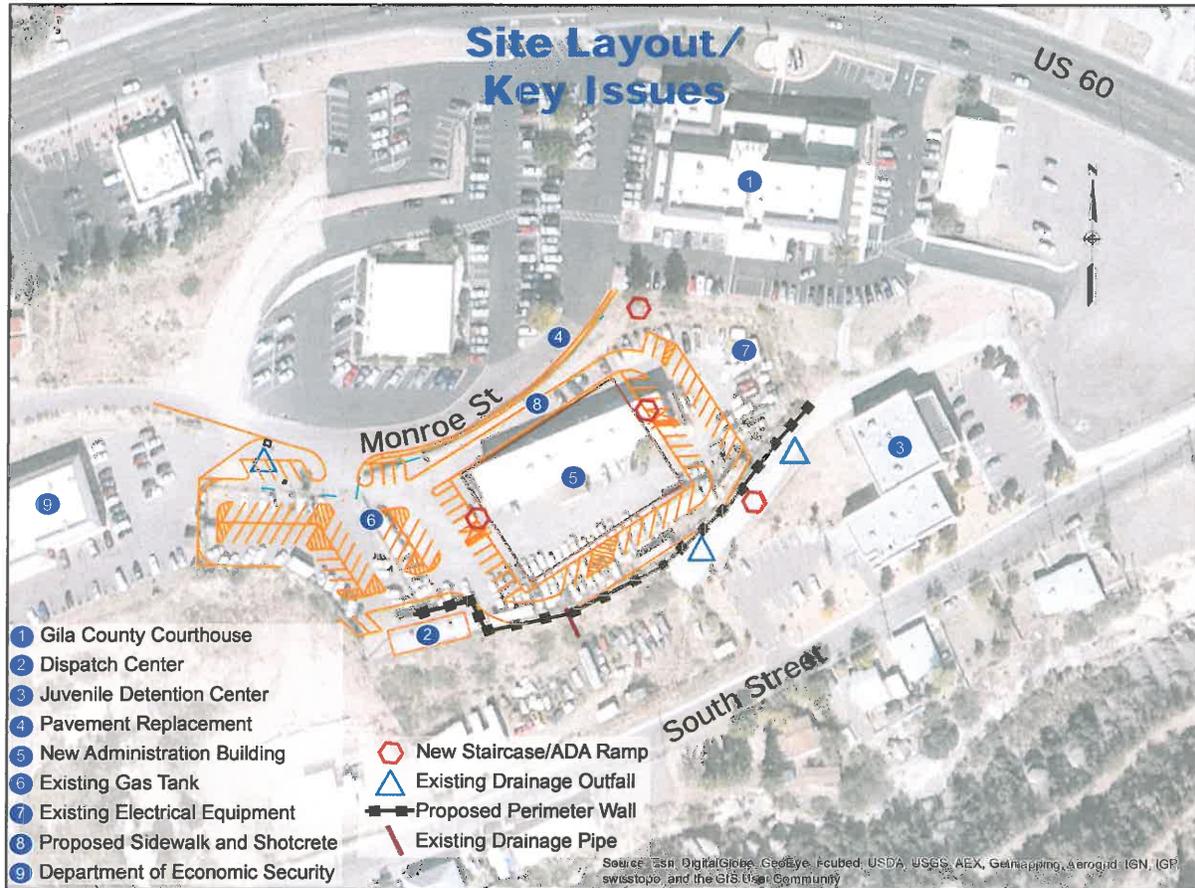


**Thomas Snyder, RLA, ASLA (AZ #40702) Landscape Architect/Squad Leader - Bid Items No. 2, 3 and 4)** - Mr. Snyder has a degree in Landscape Architecture from Arizona State University and is a licensed Landscape Architect in the State of Arizona. While practicing landscape architecture, Mr. Snyder has had the opportunity to be involved with the master planning, design, construction documentation and construction administration of several prestigious projects from large scale to site specific. His expertise is in planning public facilities, parks and sports fields, educational and medical/healthcare complexes, and streetscape design. Past projects include Hawes and Medina Park, White Fence Estates and Cortona all including stairs and ADA ramps. His work on the Pima Community College included the signature Angel Stairs and various ADA ramps and retaining walls. His experience brings an invaluable dimension to the design process.



### UNDERSTANDING AND APPROACH

The proposed Copper Administrative Building project is located within the City of Globe, adjacent to the existing Gila County Courthouse and dispatch center. The site is generally bounded by Monroe Street to the north and several large existing slopes (5' to 20' in height) both to the north and south (see Site Layout/Key Issues Map). The purpose of the project is to improve the site for a newly acquired and installed modular building which will house County Probation and Finance/HR facilities and offices. Schedule will play a critical role in design, as Gila County has expressed a desire to open the facility by June 2015. The project will therefore be designed using a fast track approach.



Preliminary site design work has been completed by County Engineer, Mark Guerena, in association with the proposed parking lots and drainage facilities. Onsite features are anticipated to include new paving, curbing, ADA facilities, pavement markings, drainage features, and walls. Landscaping may be added later by County forces and lighting is expected to be provided by the exterior lighting of the modular building (consideration to one additional street light may be given as design progresses). Existing pavement adjacent to the dispatch center will be removed and replaced, and new concrete will be placed around the modular building. Water and sewer lines will be constructed and extended for the new building; however, this will be done as a separate construction project and is not part of this design. The recently constructed modular building was located based on survey markers placed by Gila County and is roughly coincident with the preliminary design. However, as-built survey will be required to ensure accurate final design as there are minor variances.

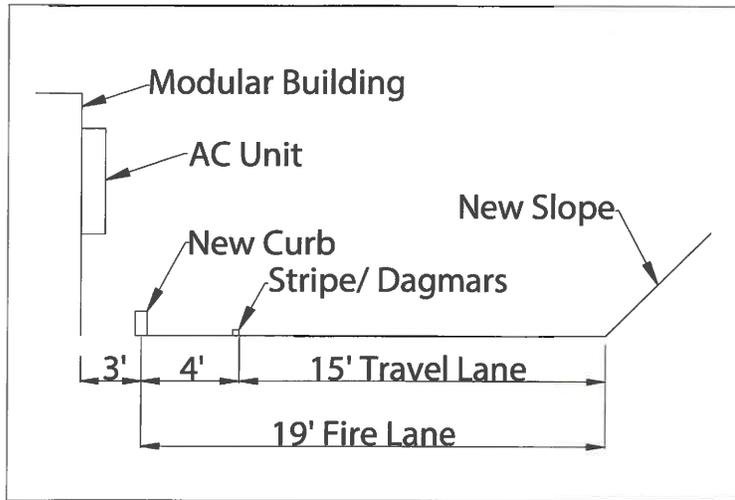




Offsite work along Monroe Street will include new curb and gutter, shotcrete or soil stabilization along an existing slope, and a new 4' sidewalk with safety rail. Work will also include the replacement of asphalt paving to repair an existing degraded section of roadway near the Courthouse.

### Concrete and Paving

A concrete sidewalk will be installed around the majority of the building for public use. Sidewalk on the east, west, and south sides of the new building will be constructed per ADA standards, and will have a 6' minimum width. We do not recommend a sidewalk on the north side of the building for two reasons. First, there is limited space between the modular building and Monroe Street and fire access is tight. Second, there are air conditioning units that overhang into the expected path of pedestrians and would make a narrow sidewalk impassable. To resolve this, EPS recommends the installation of a curb 3' from the building face along with a painted stripe and dagmars or raised pavement markers 4' from the edge of the new curb. This approach would maintain the required fire lane width while providing a 4-foot striped buffer area (that could also include pedestrian markings) to aid in establishing a pedestrian link between the new modular building and the parking lot/courthouse.



The project scope currently calls for a paving section comprised of 4" of concrete paving on 6" of aggregate base. However, EPS has recently designed the new tower expansion at the Cobre Valley Regional Medical Center within the City of Globe, and has several pavement

recommendations based on the geotechnical report performed for that nearby project. If a concrete section is utilized for paving, the concrete should be 6" in depth to accommodate traffic loading (particularly in the fire lane), with approximately 4" of aggregate base. A 4" concrete thickness simply isn't adequate to accommodate heavy traffic loading. While we understand that concrete pavement has life-





cycle cost benefits, we also understand the County's concerns with the project budget and its desire to stretch its dollars as far as possible. Given this knowledge and the high expected initial cost of concrete pavement, EPS recommends investigating the use of asphalt pavement for lower short term and overall costs. In the case of the hospital expansion project, the section used was 2" of asphalt on 5" of aggregate base (3" AC on 6" AB in the designated fire lane). These sections would reduce construction costs as both the depth of the pavement section and the associated structural excavation will be reduced. According to our Geotechnical Engineer, soil conditions at both sites are very similar thus supporting our planned approach.

### ADA Facilities

Multiple site specific ADA facilities will be included in the design of the project. Due to the elevated nature of the modular structure (similar to that of a mobile home) a new ramp will be included on both sides to allow for access into the building (see Site Map). EPS has looked at several producers that manufacture modular ramps such as these specific to the site needs. These ramps are custom fit and will be suitable for this site. Other ADA considerations include sidewalk ramps, parking bays (2), and sidewalk slopes (< 5%).



### Potential Staircases/ADA Facilities

New staircases and/or ADA walkways are desired to "link" the new modular building to both the adjacent courthouse and juvenile detention facility. The first of these will be located between the courthouse and the new modular building, and will include a ramp and staircase built directly into the existing slope, which is approximately 16' high.

One ADA accommodation option (as EPS Group mentioned during the field review) is to consider the sidewalk adjacent to Monroe Street as a possible ADA facility and eliminate the potential slope ramp. Based on contours and mapping provided by the County, it appears there is only one 100' section of Monroe Street that has a slope steeper (5.5%) than the 5% maximum slope required to meet ADA standards. This slope is located near the modular building access driveway. A new sidewalk could be designed to meet the 5% maximum slope requirement by utilizing an independent sidewalk profile for this short 100' stretch. This could be accomplished by either detaching the sidewalk from the roadway (may need a short retaining wall) or by increasing the height of the curb gradually. The maximum difference



in grade between the roadway and the sidewalk profile to meet ADA slopes is anticipated to be approximately 6" based on the slope differentials, therefore a 4" curb could be installed and transitioned to a maximum height of 10" at the proposed driveway. This approach would save money by eliminating the need to build a separate ramp down the 16' high slope. If our approach is not desired by Gila County, several design factors are required if a ramp was constructed in the slope. These factors include a total ramp length of approximately 400 feet with multiple landings and returns, as well as retaining walls. Our initial construction cost estimate to place the full ADA ramp in the slope is \$140,000 including grading, excavation, concrete, handrails, and retaining walls. Given the alternative available with the Monroe Street sidewalk, we do not recommend the construction of the ramp for both cost and schedule impacts.

The potential staircase between the courthouse and the new modular building would require approximately 32 steps and 3 landing areas (a landing is recommended for every 5-foot elevation change per Landscaping Architecture standards). Our initial construction cost estimate to place the staircase is \$20,000.

The second staircase, if feasible, will be constructed between the new modular building and the Juvenile Detention Facility located along South Street. In this location, the grade difference is approximately 15'-20' and would require up to 40 steps, up to 4 landing areas, and handrails on both sides of the stairs (see photo below). In addition, these proposed stairs would cross an existing concrete lined V-ditch and would be constructed along an existing shotcrete paved slope. This would require shotcrete removal and accommodation of drainage under the new stairway. A concrete sidewalk would be required at the bottom of the stairs to connect to the existing parking lot. The estimated cost for constructing the stairs is \$40,000.

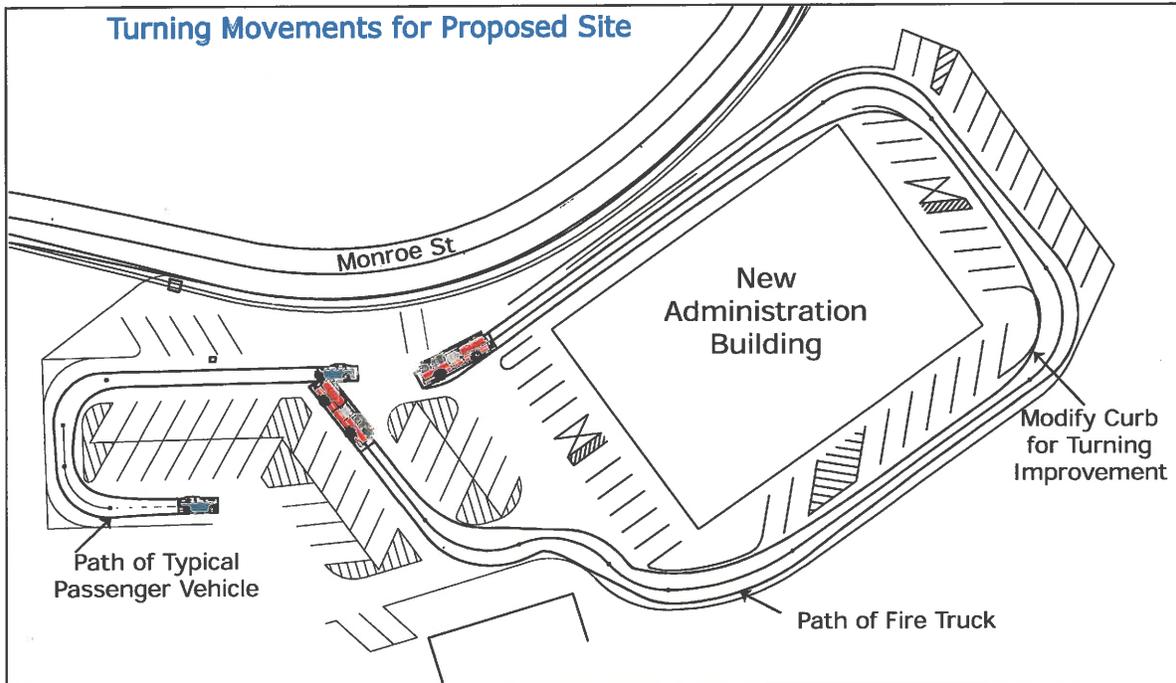




## Pavement Markings

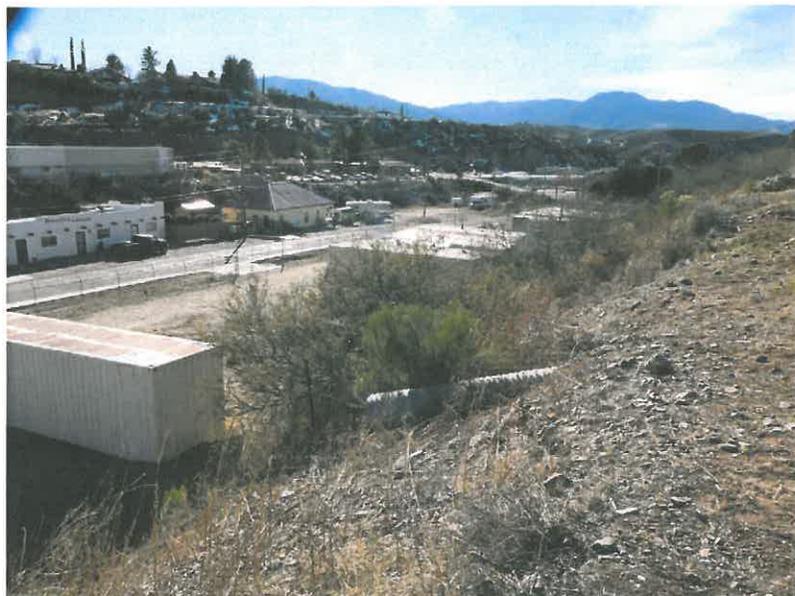
A preliminary layout has been provided by the County showing an initial approach to parking and circulation for both the new building and dispatch center, which will share a common driveway off of Monroe Street. To maximize the number of parking spaces, the current layout utilizes one-way traffic flow and parking, and minimal width drive aisles. The County has also received approval for a reduced fire lane width of 19' from the standard 20'.

EPS has evaluated the layout, and using AutoTurn has verified that the striping adjacent to the new administration building will accommodate fire truck turning movements with minor modifications to the proposed curb (See Below).



## Drainage

The existing site generally drains to several locations. Runoff from the existing pavement adjacent to the dispatch center and portions of Monroe Street are captured by two catch basins located within the roadway. Other onsite flows and off-site runoff from the north drain south down existing slopes into a concrete lined channel or through an existing corrugated metal pipe. These flows combine south of the site, and continue west along South Street until they cross the roadway within an existing box culvert.





EPS recommends preserving grades within the existing paved area to maintain historical flow patterns to the catch basins. All parking lots will be graded to minimize the use of concrete valley gutters and reduce the number and size of drainage facilities. We have examined one approach that will allow for the elimination of the existing corrugated metal pipe without adding additional down-slope drainage protection. We have examined the parking lot grades and can route the runoff that currently arrives at the culvert to the east and toward the existing shotcrete lined slopes. This runoff would then be directed through the proposed site wall and down the shotcrete slope into the existing channel - similar to what occurs today in the southeast corner of the site.

The large existing catch basin/junction structure located in Monroe Street will be maintained in place due to the large pipe sizes (up to 96") and custom nature of the structure. The smaller catch basin will need to be evaluated as part of the design to ensure adequacy, particularly considering that the north side of the modular building is expected to drain in this direction. Our preliminary analysis indicates that while this basin may need to be shifted to the south to get it out from under the parking bays, its size should be adequate provided that some ponding within the parking area can be permitted to generate sufficient head to push the water through. If this ponding is not desirable, an 18" pipe may need to be substituted for the existing 12" connection to the junction structure and a larger grate incorporated with the catch basin relocation.

### Perimeter Wall

A new wall will be constructed along the southern edge of the site. The wall will serve as both a perimeter wall for the site and as a screen wall between the new administration building and the existing dispatch center. The scope currently calls for a solid concrete masonry wall; however, in evaluating the site, it may be both cost effective and more aesthetic for the County to install a wrought iron fence in place of a solid block wall. A wrought iron fence would cost approximately 40% less to install, will remove the need for "knockouts" in the wall for drainage runoff, and could maintain the views accorded in looking to the south.

### Utilities

There are several notable existing utility features on the site. A large gas tank located west of the new modular building and north of the dispatch center will be relocated to the County lot south of the project site by others. Numerous utility facilities recently installed north and east of the new building will remain in place and will be accounted for in the site design. Curbing is recommended in this area to prevent ad-hoc parking around these facilities. Consideration should be given to roll curb or wedge curb in a location(s) convenient for any maintenance access to these utility facilities.





### Construction/Design Coordination

We understand that the County is currently completing the architectural design for the interior of the modular building. This is anticipated to be a complete interior redesign and the construction of proposed building improvements will be coincident with the site construction. While phasing/multiple bid packages is desired by the County to better afford local contractors with bid opportunities, this approach should also consider how this phasing may impact the building interior improvements. For example, building ADA ramp installation and/or building perimeter concrete construction may significantly impact the building contractor's ability to access the interior. Similarly, parking lot paving schedules may impact building construction. We will work with the County to consider phasing opportunities that best accommodate the joint construction schedules. We will also provide specifications within the individual bid packages that require contractor coordination and specific phasing schedules that facilitate all site construction activities.



**TETRA TECH**

405-B W. Main Street, Payson, Arizona, AZ 85541  
Tel 928.474.4636 Fax 928.474.4867 [www.tetrattech.com](http://www.tetrattech.com)

# TRANSMITTAL

**TO:** Gila County Public Works  
745 N. Rose Mofford Way  
Globe, AZ 85501

**FROM:** Forrest Switzer, PE

**ATTN:** Michael Gillette, Construction Project Mgr

**DATE:** January 13, 2015

**PHONE:** 800.304.8505

**PROJECT:** Copper Administration Building  
Site Development Design Plans

**JOB NO:** \_\_\_\_\_

<input checked="" type="checkbox"/>	<b>Messenger - Delivery</b>	<input checked="" type="checkbox"/>	<b>Pickup</b>	<input type="checkbox"/>	<b>Other</b>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Standard Mail</b>					
<input type="checkbox"/>	<b>FedEx Overnight</b>					

**REMARKS:**

**Proposal for Copper Administration Building Site Development Design Plans:**

**Proposal including:**  
 Design Approach  
 Qualifications and Experience  
 Timeline Schedule (Microsoft Project)  
 References

**Resumes:**  
 Forrest Switzer  
 Jake Burdick  
 David Lower  
 Jack Pence

**Sample Projects:**  
 Sawmill Crossing (Payson, AZ.)  
 J. Michael McGrath School (Newhall, CA.)

*Forrest Switzer*

**THESE ARE TRANSMITTED:**

- |                          |                     |                                     |                               |
|--------------------------|---------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | <b>For Approval</b> | <input type="checkbox"/>            | <b>As Requested</b>           |
| <input type="checkbox"/> | <b>For Your Use</b> | <input checked="" type="checkbox"/> | <b>For Review and Comment</b> |

**COPY TO:** Mark Guerena, P.E., R.L.S., County Engineer



**PROPOSAL**  
**Gila County Copper Administration Building**  
**Grading and Drainage Plans**

Tetra Tech proposes to provide the engineered grading and drainage plans for the site work associated with the new Copper Administration Building. Generally this design will utilize topographic survey information furnished by Gila County. It is expected that the design will be prepared on four 1" = 10' plans, two detail sheets and a cover sheet. It is anticipated that the grading and drainage construction may take place in two phases master planned on the single plan set, with finish surface conditions designed but with phasing established during design, and probably having Phase 2 bid as an add or deduct alternate. In addition to the possible two phase grading and drainage, additional items will be designed for separate bid prices which can be added or left out of the current construction project.

Tetra Tech expects to provide grading and drainage design which includes the general site area surrounding the new modular building, the parking area lying northwesterly of the "911" building, the area on the southeasterly side of Monroe Street. Drainage from the southerly middle of the site is to be conducted downslope, then along the face of the slope, in an open gunite "v" ditch, westerly to an existing undeveloped channel. Drainage from the easterly area of the new building is to be conducted to the top of the existing gunite slope and down the face of the slope. The southeasterly curb of Monroe Street is to be removed and relocated toward an alignment concentric with a newly defined Monroe centerline and reestablished as the "turndown" edge of a new pedestrian sidewalk. Parking lot pavement will be indicated with an approximate 10-inch design section. Parking stripes, curbs, and other features will be checked for best layouts. Curbs and planter areas will be located as requested. Grading surface slopes will be held between 1% and 3% if possible, with 2% maximum in any direction at accessible parking spaces. Advice will be given regarding accessible paths and other ADA requirements.

The County has asked for separate design and construction cost estimates regarding stairs and ADA ramps. Tetra Tech would like to design a combined stair/ramp to provide passage from the Court House to the new building. That recommendation may change but we generally feel these two items should be design as a unit even if they are built at separate times. They should work together, and the best way of assuring that is to design them as one unit together at the same location. The County has also requested a stairway down to the lower holding cell. Tetra Tech feels that this should not be associated with the current contract. There is no reason to delay any part of the project for this stair. Tetra Tech proposes that this contract grading plan build an upper concrete landing and a lower walk from the holding cell to a lower landing. Tetra Tech will discuss this proposed stair with a design build steel fabricator regarding needed landings and their



positions. After the rest of this project is bid and awarded either the County or Tetra Tech can have a steel fabricator manufacture a stairway that meets code and connects the concrete landings as a design build item that could even be done concurrently if needed. This should save time to the bid, and that stair would probably be done in the same manner by the site contractor.

The County has also requested a perimeter wall along the south side of the site. It might be possible to bid this separately but there would be concern about the two contractors working separately. If it should be decided to split this away from the site contractor, it is recommended to have the masonry contractor provide his own compaction under the wall footing. This could be done using a “stomper”. If the site contractor will be doing the wall, it may also be best to have him “stomp” the footing area.

Although this has not been discussed, it will be a good idea to have the Architect review lighting on ramps, stairs and walks even though down lighting from the building is proposed. It will also be advisable to have interconnecting sleeves placed under the paved areas.

## **QUALIFICATIONS AND EXPERIENCE**

Primary design on this project will be shared by Forrest Switzer and Jake Burdick with support assistance by Jack Pence and David Lower (Resumes attached).

Jake has been with Tetra Tech since his graduation from Westwood College in Computer Drafting & Design, and does design almost exclusively in AutoCAD Civil 3D. He understands land shapes, slopes, earthwork and does most of the drafting design on our grading projects in Payson. These projects are both new and remodel or addition projects. Jake recently completed plans for the remodel of the Trailer Village RV camp site, for Xanterra, at the South Rim Grand Canyon, and currently is working on the retrofit of ADA compliant walks and ramps at the six South Rim Yavapai 2-Story Lodge Buildings, also for Xanterra. Jake and David have recently worked on Game and Fish accessible parking, launch ramp, and dock facilities at C.C. Cragin (Blue Ridge) Reservoir and at South Low Lake.

Forrest has been with Tetra Tech since 1996 and prior to that owned a consulting firm in Pasadena, California that specialized in Schools, Shopping Centers over 25-acres, and Senior (HUD) apartments, along with some specialty clients such as Disneyland and the Jet Propulsion Lab. Forrest has provided site civil for dozens of new middle and elementary schools, and dozens of school expansions, working as the Civil Consultant to Flewelling & Moody Architects. This being over a period of time from 1977 to present. Over 41 different schools in California have been worked on since joining the Payson office, and Forrest was asked last week if he could work on one in Inglewood and one in Santa Paula, California. Two sites were selected to be attached as



examples of the existing developments, along with pieces of the plan sets to demonstrate the variety of experience. In most cases “horizontal control” plans are included using survey coordinates at all curbs, walks, lines, grade breaks, etc., and the point files and AutoCAD drawing files furnished to the construction surveyor.

The first example is Sawmill Crossing in Payson showing: a Google Earth photograph of how it exists today, original Architects master plan, and land ownership along with buildings that originally existed overlaid by the proposed project in black. Phasing Plan, Sit work Cover Sheet, two of the grading plan sheets also showing designated accessible path, FEMA flood elevation map, and a detail of inner courtyard elevation design.

The second example is a combined kindergarten elementary school (J. Michael McGrath) in Newhall, California that is somewhat built on the side of a hill and is accessible from the frontage road through a series of ramp segments. This set shows: a Google Earth photograph of how it is today, two of the grading plan sheets and a detail sheet, a drainage plan sheet, another Google Earth Image. This project was pre-rough graded in a manner similar to the Copper Administration Building site, but required much more revision in the parking and drive connection areas than the County site. Separate plans were prepared for the entry and exit drives.

David is the Payson office CAD technical lead with experience going back to a time when he was working for the City of Fairbanks, Alaska prior to starting work in the Payson office around 17-years ago.

Jack is the Tetra Tech Payson office manager. He has experience as a County Engineer in Kentucky and considerable mining related experience. Most of his extensive experience in Arizona is in Civil Site Development, for residential and commercial developers.

## **TIME SCHEDULE**

The attached Microsoft Project schedule is proposed as a workable schedule allowing time for meetings and review by the County. We have also indicated advertising, bid period, pre-bid meeting, last date for questions, addendum, and bid collection, etc. Some of the time periods like those for advertising and Board of Supervisors approval fall on specific dates and need to be adjusted. This schedule should allow for a 60-day construction period with completion near June 1<sup>st</sup>.



**EXPERIENCE SUMMARY**

Mr. Switzer has been a Registered Civil Engineer in Arizona since 1997 and is a Registered Civil Engineer/Land Surveyor in California since 1975. Mr. Switzer is also licensed as a Civil Engineering in Washington and has retired his licenses in Nevada and Idaho. Mr. Switzer owned a Civil Consulting firm in Southern California with a full time staff of up to 25 employees for 12 years preceding his move to Payson, Arizona in 1996.

Mr. Switzer's experience includes project management, survey, private and public site development and civil infrastructure design.

**RELEVANT EXPERIENCE**

**C.C. Cragin Pipeline and Related Improvements, Town of Payson, AZ –** Prepared specifications and bid documents for a Water Infrastructure Finance Authority (WIFA) funded Aquifer Storage and Recovery Project, and 2-mile pipeline. Coordinated Federal Davis-Bacon interviews, Certified Payrolls, etc.

**Chaparral Pines Phase 2 Subdivision, Payson, AZ – 600+ lots** Project Manager for Roadway Infrastructure Design and Const. Assist. 1996 – 2003

**The Rim Golf Club Subdivision, Payson, AZ – 319 Lots** Project Manager for Civil Design and Construction Assistance. 1997 - 2003

**Sawmill Crossing Center and Theater, Payson, AZ – Civil Project Manager** for all site Civil Design and Construction Assistance.

**Fossil Creek Road, Strawberry, AZ – Phase 1 –** For Gila County - Completion of design, completion of Right-of-Way dedication and easement documents, bid administration, construction assistance and contract administration. Phase 2 design and Right-of-Way negotiations.

**Ice House Canyon Wash Bridge & Approaches, Globe, AZ –** For Gila County - Project Manager to complete plans and specifications and all clearances and approvals for American Recovery and Reinvestment Act (Stimulus) Funding, and to provide construction assistance.

**Jesse Hayes Road, Globe, AZ –** For City of Globe - Project Manager to complete plans, specifications and cost estimate for bid and construction.

**Grand Canyon South Rim & Desert View for Xanterra (Grand Canyon National Park Lodges), AZ –** Project Engineer for Civil Site Development on: New Mule Barn; Village propane gas transmission/distribution line; New apartment complex; Water line in Phantom Ranch area from Ranger Station, crossing Bright Angel Creek to Boat Beach (Backhoe and all construction equipment and supplies were brought in and taken out via raft including fuels, tools, etc. Residence and R.V. sites at Desert View; Parking pavement and drainage rehab/improvements for Yavapai Lodge East, Yavapai Lodge West, Maswik Lodge, Bright Angel Lodge, Thunderbird Lodge, Kachina Lodge, El Tovar Lodge; Design plans for repair of Historic Retaining Wall at El Tovar Lodge; Survey of Historic Motor Lodge area in preparation for complete

**EDUCATION**

California State University at Los Angeles

B.S., Civil Engineering; 1972

**AREA OF EXPERTISE**

Civil / Survey / Detail Grading and Site ADA Compliance

**REGISTRATIONS/ CERTIFICATIONS**

Registered Civil Engineer Arizona No. 31879, 1997

California No. C25089, 1975 (includes Surveying)

Idaho (allowed to expire)

Washington No. 30679, 1994

Nevada (allowed to expire)

**AFFILIATIONS**

The Society of American Military Engineers (Life Membership)

The American Society of Civil Engineers

**OFFICE**

Payson, Arizona

**YEARS OF EXPERIENCE**

38 +

**YEARS WITH TETRA TECH**

17

replacement of all utilities and surface facilities, new sewer design; Site work design for new Xanterra Warehouse; and Additional topographic survey work of the Railroad Station complex and the Xanterra Administration building. Design Engineer and Project Manager for ADA Compliance Plans for the six buildings at the Yavapai East Lodge. Grading and Drainage design for Yaki Point Mule Shade Structure and runoff mitigation; Tusayan Grand Hotel Drainage; Bus Parking area grading and drainage. 1997 to present

**Commercial Shopping Centers, Central and Southern California** – Served as Civil Project Manager, Design Engineer, and/or Record Surveyor on over 50 commercial shopping centers from 12 to 60 acres in size.

**Senior and Federally Assisted Housing Projects**– Served as Civil Project Manager, Design Engineer, and/or Record Surveyor on over 25 multi-story housing projects in San Diego, Riverside, Los Angeles, San Bernardino and Ventura Counties. Clients include Salvation Army and Presbyterian Homes.

**School and University Projects**– Served as Civil Project Manager, Project Engineer and/or Record Surveyor on over 130 school projects from the Elementary to University level including over 30 new Elementary and Middle Schools. Served as Civil/Survey Site infrastructure consultant to California State University at Fullerton for four years preceding move to Arizona. Civil Project Manager for over 40 California School projects since moving to Arizona. 1977 to present

**Jet Propulsion Laboratory** – Served as Site Civil/Survey consultant for four years.

**Recreational Facilities** – Prepared Survey, Site Design, Grading and Details for Spear “S”, Agua Fria, and Trilby Trailhead and parking areas for Maricopa Regional Park Trail System. Civil Engineering/Surveyor for a number of Southern California theater and park projects including seating for the Greek Theater. Civil/Survey consultant to WED Enterprises (Disney design offices at Burbank California) including projects in Disneyland and in Disneyworld, and served on loan to WED Enterprises for projects in California at Disneyworld. While at Wheeler and Gray Structural Engineers, prepared three dimensional positional calculations for the upper supports on the vertical supporting columns for the first Loop Ride at Six Flags Magic Mountain. (All upper supports being on curves or spiral curves with continuously varying slope and super elevation.)

**Boundary, Topographic, ALTA and/or Construction Survey** – Fullerton Town Center (40 Ac. ALTA); The Plaza at Puente Hills (60 Ac. Boundary & Topo); Victor Valley Community College (300 Ac. Boundary & Topo); Vasquez High School Site (50 Ac. Boundary & Topo); Hollywood Salvation Army (ALTA); Gemco/Target Conversions (4 ea, 10+ Ac. ALTA); Jet Propulsion Laboratory (Topographic Survey); and 30 additional of similar characteristics. Boundary Analysis and Survey oversight for the Tetra Tech Payson office since 2006. U.S. – Mexico Boundary location for design and construction of Boundary Fence; Construction Staking at Port of Long Beach, for redundant area wide Fiber-optic Communication and Security System (Homeland Security); Legal Boundaries and Easements in California for Schools; Local Topographic, Boundary, and ALTA survey calculations and mapping. 1984 to present

**Whispering Hope Ranch, Gila County, AZ** – Project Manager for site civil improvements on 45 Acre Retreat and Animal Shelter.

**Santa Catalina Island, California, Water System** – While at Wheeler and Gray, Structural Engineers – Prepared design plans for the water supply to the City of Avalon, including two high pressure, pressure reduction stations, with water hammer mitigation. Also prepared studies for upgrading the water service to the USC Marine Biology Center near the island isthmus. 1974 to 1976

**U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg, MS** – While in the Army - serving as a Civil Engineering Technician in the Blast and Shock Section, Physical Sciences Branch, Nuclear Weapons Effects Division, from July 1966 to May 1969: Doing research and developing computer programs for analysis of response to nuclear blast effects. Then working as a civilian employee at the same location from May 1969 to January 1970, completing work started while in the Army, assisting a member of the German Army (part of an exchange program) with research; Thus completing a dynamic computer modeling program to determine the survivability of lined underground facilities within layered soil/rock strata when subjected to an above ground or surface nuclear warhead detonation, and calculating the cost benefit of the construction of that facility.



**EXPERIENCE SUMMARY**

As a CAD Designer, Mr. Burdick’s field of expertise is in Water/Wastewater and Site Development. His experience includes: creating water/wastewater construction sets, site grading and drainage plans and, knowledge in Architectural Design. A majority of his work includes:

- Lead designer for Water/Wastewater distribution/collection design
- Lead designer for Site layout and design
- Coordinate with other design teams/firms
- Use of multiple drafting design and analysis tools
  - AutoDesk
    - Land Desktop
    - Civil 3D
  - Bentley
    - StormCad
    - WaterCad
    - SewerCad
  - Microsoft Office

Mr. Burdick has over 9 years of experience in project design and over 14 years of AutoCAD knowledge.

**RELEVANT EXPERIENCE**

**Water Supply/Wastewater Collection**

**C.C. Cragin Treated Water Pipeline Project-Town of Payson, AZ –**  
Designer responsible for the preparation of plans for approximately 18,000 L.F. of 18-inch water main, 10,000 L.F. of 16-inch water main, and 20,000 L.F. of 12-inch water main to transfer treated water to the Town of Payson and distribute it within the existing Town of Payson domestic water distribution system The project consists of installing water pipeline in existing, built-out corridors within the Town of Payson.

**Northern Gila County Sanitary District Airline/Luke Improvement District Project – Payson, AZ –** Lead designer responsible for the preparation of the improvement plans for the installation of approximately 6,000 L.F. of 6-inch and 8-inch PVC Sewer Main in a built-out, unsewered area within the Town of Payson. Additionally, the project included approximately 7,000 L.F. of new domestic water line within the project boundary.

**Northern Gila County Sanitary District American Gulch Sewer Replacement Project – Payson, AZ –** Lead designer responsible for the preparation of the improvement plans for the replacement of approximately 4,000 L.F. of 10-inch VCP sewer main with new 12-inch to 18-inch sewer main within an existing, built-out portion of the community.

**EDUCATION**

A.A.S., Computer Drafting & Design, Westwood College, 2005

**AREA OF EXPERTISE**

AutoCad Civil 3d

**OFFICE**

Payson, Arizona

**YEARS OF EXPERIENCE**

9

**YEARS WITH TETRA TECH**

9

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## Site Planning/Land Development

**Ponderosa Baptist Church Parking Lot Expansion – Payson, AZ** – Lead designer responsible for the preparation of improvement plans for expansion of an existing parking lot and drainage Facilities.

**Bonita Pines Condominiums – Payson, AZ** – Lead designer responsible for the preparation of improvement plans 7 unit condominium complex and drainage facilities. Additionally, the project included Preliminary and final Platting and approximately 400 L.F. of new domestic water line expansion to the project boundary.

**Center Ridge Apartments – Payson, AZ** – Lead designer responsible for the preparation of improvement plans 7 unit apartment complex and drainage facilities.

**Chaparral Highlands, Town of Payson, AZ** – Lead designer responsible for the preparation of drainage plans for Chaparral Highlands, a 9.98 acre, 19 lot single family residential subdivision located in Payson, Arizona.

**The Grand Canyon** – Lead designer responsible for the ADA improvement plans to update existing facilities around the Grand Canyon South Rim to current standards.

**Town of Payson / Gila County** – Lead designer responsible for the preparation of multiple residential and commercial site improvement plans and grading and drainage plans.



**EXPERIENCE SUMMARY**

As a CAD Designer, Mr. Lower’s field of expertise is in Civil Development. His experience includes: creating complete plan sets for waterline, sewer line and roadway projects, new subdivisions, grading plans and plats. Mr. Lower is using Autodesk Civil 3D for all project design work.

Mr. Lower has over 17 years of experience in project design and over 32 years of AutoCAD knowledge.

**RELEVANT EXPERIENCE**

**Forest Edge Subdivision, Confidential Client, Town of Payson, AZ., Lead Designer** – Mr. Lower was the Lead Designer of this project for a private developer. The scope of work involved the Preliminary Plat through Construction Plans.

**Chaparral Pines, Town of Payson, AZ, Lead Designer** – Mr. Lower drafted the plans in all areas of this project. The scope of work included plans for the waterline and roadway P&P sheets, sanitary sewer P&P sheets, Final Plat sheets, and exhibits.

**The Rim Golf Club, Town of Payson, AZ, Lead Designer** – Mr. Lower drafted the plans in all areas of this project. The scope of work included plans for the waterline and roadway P&P sheets, sanitary sewer P&P sheets, Final Plat sheets, and exhibits.

**C.C. Cragin Waterline, Town of Payson, AZ, Lead Designer** – Mr. Lower is the Lead Designer for a multi-million dollar project for the Town of Payson, AZ. His responsibilities include preparation of 100% design plans for approximately 32,000 L.F. of 18-inch ductile iron water main, 12,000 L.F. of 12-inch water main and 4000 L.F. of 8-inch water main to transfer treated water to the Town of Payson and distribute it within the existing Town of Payson domestic water distribution system. The project was done in Civil 3D 2011 and includes the design of one (1) water booster station. The challenge of this scope of work is the installation of water pipeline in existing, built-out corridors within the Town of Payson, AZ.

**Boulder Creek Sewer Plans, Confidential Client, Town of Payson, AZ, Lead Designer** – Mr. Lower was the Lead Designer of this project for a private developer. This project served Boulder Creek subdivision and another adjacent subdivision with gravity sanitary sewer. The challenge was to then pump the gravity fed sewage back up the hill from which it came back to another gravity connection point.

**EDUCATION**

Associates Degree in Architectural Technology, Purdue University, 1980

**AREA OF EXPERTISE**

Growing Proficiency of Civil 3D software.

Advanced knowledge of Land Desktop software and its predecessors.

Advanced knowledge of AutoCAD and AutoCAD customization.

Proficient in MS Office and graphic editing software.

Assist IT with necessary remote help.

Create existing topo maps from survey data.

CAD Lead for the Payson, AZ. Office.

Coordinate with other design teams/firms.

**REGISTRATIONS/ CERTIFICATIONS**

OSHA 10-Hour Training Course for the Construction Industry.

**OFFICE**

Payson, Arizona

**YEARS OF EXPERIENCE**

32

**YEARS WITH TETRA TECH**

13



**EXPERIENCE SUMMARY**

Mr. Pence is a Professional Civil Engineer. He has 20 years' experience in the mining field and 15 years in the design and construction of retail, commercial and residential projects. Mr. Pence has extensive experience in contract documents, permit applications, plans, specifications, budgeting, cost analyses and construction supervision, public relations, environmental reports and quality control. He is proficient in document interpretation, submittal review and RFI's.

Mr. Pence is currently the office manager responsible for office supervision/management, marketing, accounts payable/receivables, project planning/review for five professionals working on civil/environmental projects. Previously, Project Manager for the Upper Rio Grande Levee Rehabilitation Program for the International Boundary and Waterway Commission (IBWC). Mr. Pence is responsible for 3 levee projects in West Texas/Southwestern New Mexico area: Mesilla Phase 1 (32 miles/\$26.1M), Mesilla Phase 2 (19.6 miles/\$13.7M) and Sunland Park (12.2 miles/\$9.2M). His is responsible for RFI, submittal review, weekly construction meetings and monthly reports. Previously, Mr. Pence was responsible for project administration for 3 levee projects in South Texas: Main Floodway (41.4 miles/\$19.7M), North and Arroyo Colorado Floodways (48.6miles/\$21M) and Lateral A (13.2 miles/\$18.9M). He also performed daily construction inspection of the Main Floodway for 50% of the project duration.

**RELEVANT EXPERIENCE**

**Senior Project Manager** - Project Manager for approximately 20 Master Plan Communities in the Phoenix Area.

**County Engineer, Daviess County, KY, Chief Administrative Officer** – Mr. Pence was the chief administrative officer of the Davies County Engineering Department including landfills, drainage and public works programs and zoning/building codes administration. He was construction manager for the County Transfer Station and Contained Landfill.

**Consolidation Coal Company, WV and PA. Project Construction Manager** – Mr. Pence was responsible for the design and construction of acid mine drainage treatment plants, valley fills slurry impoundments, refuse piles and associated earthen dams in North America. His duties included: permit applications, plans, specifications, cost analyses and construction supervision.

**Manager of Engineering at Golden Oak Mining Company, KY** – Mr. Pence was responsible for all engineering activities, legislative and environmental affairs and land management. His duties also included mine planning, feasibility studies, engineering, permitting, exploration, leasing and contract administration for the company's surface and deep mine operations, which produced approximately two million tons of coal annually.

**EDUCATION**

B.S., Civil Engineering, University of Kentucky

12 Hours Post Graduate Studies, University of Pittsburgh

**REGISTRATIONS/ CERTIFICATIONS**

Professional Engineer

Arizona No. 39568

Kentucky No. 11287

Indiana No. 18394

New Mexico No. 20565

Nevada No. 22023

**AFFILIATIONS**

American Society of Civil Engineers

**OFFICE**

Phoenix, Arizona

**YEARS OF EXPERIENCE**

35

**YEARS WITH TETRA TECH**

4.5

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**RELEVANT PROJECT EXPERIENCE**

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**Barrick Goldstrike Mine, Carlin, NV** . Project Manager for Deep Mine Infrastructure, including Equipment Shop, Backfill and Shotcrete Plants and Ore Containment Pads. Also, Project Manager for Water Treatment Plant Feasibility Report. Project includes temporary water treatment plant and design of permanent plant of mine process water.

**Couer Rochester, Lovelock, NV** . Project Manager for Design, procurement and commissioning of a potable water treatment plant for Couer Rochester. Project consisted of Preliminary Engineering Report (PER), Well Design and Permitting, WaterCAD Model, Contract Documents and Contractor Bids, Onsite Construction Observation, Construction Commissioning, As-Built plans, Sampling-Monitoring Plan and O&M Manual. Project is located in Lovelock, Nevada. Project was started in August 2012 and completed in November 2013. Construction cost was approximately \$1m. Engineering and construction management cost was approximately \$200,000.

**African Barrick Gold Tanzania, Africa** Site Manager for Water Treatment Plant. Project included final commissioning of the MF and RO systems and design and installation of a permanent pumping station. Also, single point of contact for all Treatment Plant coordination involving contractors, supply chain, mine resources, electricians and sampling.

**Hikes Lane Sewer Interceptor, Louisville, KY,**– Project Engineer for Design of 72 inch Sewer line in Louisville, KY - Assisted the Louisville office in Design and Construction Documents for approximately 3 miles of sanitary sewer for the Metropolitan Sewer District. Perform quality control on Plans.

**TPC Flood Control Channel, Scottsdale, AZ,** – Project Manager for Channel and Access Road Design to the TPC Golf Course - Plans included detailed design of 24 foot channel and adjacent road. All plans were approved by City of Scottsdale.

**Insignia, Buckeye, AZ,** – Project Manager for this 540 acre Master Planned Community in Buckeye, AZ - Project includes Master Water/Sewer studies, CLOMR for floodplain elimination, Canal Crossings and all constructions documents for the development.

**Marbella Vineyards Phase 1, Gilbert, AZ,**– Project Manager - Provided Design Topography, Water and Sewer studies, Final Plat, Onsite and Offsite Paving, Sewer and Water Plans, Signage and Striping Plans, SWPPP/NOI, Quantities and Cost Estimates for this 300 lot development in Gilbert, Arizona. Conducted extensive coordination with sub-consultants providing traffic engineering, transportation planning, Irrigation Plans, Lighting Plans, Section 404 delineation, as well as with Town of Gilbert staff regarding drainage issues.

**Foothills Reserve, Phoenix, AZ,**– 200 lot subdivision located in the City of Phoenix - The project includes complex hillside grading design and high-level coordination with City managers and planning and engineering staff to facilitate necessary approvals. The project also includes extensive public coordination for resolution of community concerns.

**Mesa 215 Fire Station, Mesa, AZ,** – Project Manager for four acre Fire Station at Mesa Gateway Airport. Provided Paving, Water, Sewer, Grading and Drainage Plans. Project included coordination with Architect, City of Mesa, Airport Board and other Consultants.

**Peoria DES, Peoria, AZ,** – Project Manager for Commercial Office Building. Provided Water, Sewer, Paving and Drainage Plans for four acre site. Work also included detailed Water Pressure modeling to meet Building Code, Construction Staking, Inspection and Engineer of Record Drawings.

**Cornerstone Crossing, Casa Grande, AZ,** – Project Manager for eight acre Retail Center in Casa Grande, Arizona. Provided both onsite and offsite Water, Sewer, Paving and Drainage Plans. Plans required extensive coordination with ADOT, ADEQ and Arizona Water Company.

**Lakeshore 461, Tempe, AZ,** – Project Manager for Commercial Office Building. Provided Grading, Paving and Drainage Plans for one acre site.

**Western Avenue, Goodyear, AZ,** – Project Manager for Street and Sidewalk Improvements on Western Avenue for the City of Goodyear. Plans included paving, drainage, signing and striping plans.

**MCCS Scottsdale Campus, Scottsdale, AZ**– Provided Grading and Paving Plans for Parking Lot E at the Scottsdale Campus in Scottsdale. Work also included construction inspection and engineer of record drawings. All plans were approved by the Salt River Pima Maricopa Indian Community.

**Villages at Verona, Phoenix, AZ,**– Project Manager for 28 acre, 120 Lot residential subdivision in Phoenix, Arizona. Provided Water, Sewer, Paving, Grading and Drainage Plans.

**Mesquite Trails, Casa Grande, AZ,** – Project Manager for this 80 acre master planned community in Casa Grande Arizona. Provided engineering and technical support of Development Master Plan and Planned Area Development applications including arterial and collector roadway layout, storm drainage issues, irrigation system relocation and water and wastewater facilities locations. Conducted extensive coordination with sub-consultants providing traffic engineering, transportation planning, Section 404 delineation, wastewater management and hydrogeological services as well as with County staff regarding zoning, planning, and drainage issues. Served as the developer's representative in coordination and negotiations with City of Casa Grande staff.

**Northern Lights, Maricopa County, AZ,** – Project Manager for this 440 acre, 1200 Lot master planned community in Maricopa County, Arizona. Provided information to Planners for the Planned Area Development and Preliminary Development Plan. Prepared the Preliminary Plat and necessary design information. Developed the Final plat including Grading and Drainage Plans, Final Drainage Report, Water, Sewer and Paving Plans. Infrastructure plans included paving, water, sewer and one mile of arterial road design with signage and striping and a major irrigation ditch relocated and tiled.

**Las Colinas Sagradas, Santa Cruz County, AZ**– Project Manager for this 1000-lot subdivision located in Santa Cruz County, Arizona. The project included design of complex hillside development including retaining walls, Grading and Drainage, Water, Sewer and Paving Plans.

**Paloma Estates, Maricopa County, AZ,** – Project Manager for this 160 acre, 140 Large Lot community in Maricopa County, Arizona. Provided Design Topography, Drainage Studies, 404 delineation. Final Plat, Onsite and Offsite Paving, Grading, Water Plans and Striping Plans, SWPPP/NOI, Quantities and Cost Estimates.

**Shadow Canyons, Buckeye, AZ,** – Project Manager for Infra-structure design for 3 residential communities in Buckeye, Arizona. Project includes offsite paving, water and sewer plans and associated master water/sewer and drainage analyses.

**Villages at Sundance, Buckeye, AZ**– Project Manager for re-design of a 700 lot Master Planned Community in Buckeye, Arizona. Client was not satisfied with original design by other and asked us to check plans and re-design where necessary to provide a buildable set of Construction Documents.

**Bellasera, Peoria, AZ,** – Project Manager for this 55 unit townhouse condominium Project in Peoria, Arizona. Project includes Preliminary Grading, Drainage, Utility Plans, Landscape Architecture and Final Construction Documents.

**Maricopa Opus, Pinal County, AZ,** – Project Manager for this 720 lot residential development in Pinal County. Project includes Grading and Drainage Plans, Water/Sewer Plans and Reports, and Paving Plans.

**White Tank Foothills, Maricopa County, AZ,** – Project Manager for this 640-acre master planned community in Maricopa County, Arizona near the City of Glendale. Prepared Water Master Plan for potable water infrastructure that included analysis and schematic design for 6.1 miles of water transmission and distribution mains, a 1.5 MG reservoir and single-zone booster station. Provided engineering and technical support of Development Master Plan and Planned Area Development applications including arterial and collector roadway layout, storm drainage issues, irrigation system relocation and water and wastewater facilities locations. Conducted extensive coordination with sub-consultants providing traffic engineering, transportation planning, Section 404 delineation,

wastewater management and hydrogeological services and worked with County staff regarding zoning, planning, and drainage issues.

**Old Stone Ranch, Chandler, AZ** – Project Manager for this 240 acre, 589 Lot master planned community in Chandler, Arizona. Provided information to Planners for the Planned Area Development and Preliminary Development Plan. Prepared the Preliminary Plat and necessary design information. Prepared the Final plat, Grading and Drainage Plans, Final Drainage Report, Water, Sewer and Paving Plans. Infrastructure plans included paving, water, sewer and one mile of arterial road design with signage and striping. A major irrigation ditch is being relocated and tiled. Assisted and coordinated the design of a turnout structure with three reservoirs for reclaimed water.

**Santa Rosa Springs Pinal County, AZ** – Project Manager for this 700 lot development in Pinal County. Provided Design Topography, Water and Sewer studies, Final Plat, Onsite and Offsite Paving, Sewer and Water Plans, Signage and Striping Plans, SWPPP/NOI, Quantities and Cost Estimates. Conducted extensive coordination with sub-consultants providing traffic engineering, transportation planning, Irrigation Plans, Lighting Plans, Section 404 delineation, as well as with County staff regarding drainage issues. Acted as the developers' representative in coordination with Irrigation District and County Staff.

**Scottsdale National, Scottsdale, AZ**– Project Engineer for this 240-acre, 141-lot residential development in Scottsdale, Arizona. Project included preparation of construction documents for 3.5-mile water main extension ranging in diameter from 24-inch to 12-inch, preparation of Wastewater Master Plan and Design Report including 2 lift stations, 3.6-mile force main, and gravity sewer collection system. Conducted extensive coordination with sub-consultant providing water master planning services as well as with City staff regarding water and wastewater issues.

**Western Century, Florence, AZ** – Project Manager for this 200 lot residential subdivision development in Florence, Arizona. Project included due diligence, extensive coordination with Town staff, land planning, site layouts, and preparation of preliminary plat. Project included evaluation of existing municipal wastewater system infrastructure, conceptual design of off-site sewer trunk mains and preparation of opinion of probable cost of construction. Work also included coordination with sub-consultants and ADOT on encroachment permits.

**First American, Florence, AZ**– Project Manager over this project in Florence, Arizona. Off-site infrastructure included conceptual design of Water and Sewer lines. Project included Topographic survey and Conceptual Site layout preparation of opinion of probable of cost of construction.

**Estrella Village Manor 2, Phoenix, AZ**, Project Manager over this 40 lot project in Phoenix, Arizona. Off-site infrastructure included Paving and design of Water and Sewer lines. Project included Topographic survey and Conceptual Site layout preparation of opinion of probable of cost of construction.

- General info

It is the intent of Gila County to hire a design engineering firm to complete the site plans for the new Copper Administration Building site. The bidding firms will be provided with a 20% design prepared by Gila County. The bidding firms will need to submit a proposal to complete the design per the attached Scope of Work, including all deliverables, and the amount of time required for completion. The bidding firms will be scored based on the attached criteria. There will be a prebid walk through on January 5, 2015. After the prebid walk through, all questions must be submitted in writing through e-mail to Mike Gillette at [mgillette@gilacountyaz.gov](mailto:mgillette@gilacountyaz.gov) no later than January 9, 2015 at 5pm. All questions will be answered in writing no later than January 12, 2015 at 5pm. Bid proposals will be due January 13, 2015 at 5pm.

- Scoring

Bid proposals will be ranked based on the following criteria. This project is being completed on an accelerated schedule; therefore, time required to complete and provide deliverables will be evaluated with the highest possible number at 40 points. Qualifications and experience with similar work will be evaluated with 30 possible points. A possible 30 points will be given based on the firms understanding of and approach to the project. After the bid proposals have been evaluated the proposal with the highest score will be awarded the contract.

- Time required to provide the deliverables. 40 points
- Qualifications and experience with similar work. 30 points
- Understanding and Approach 30 points

Mark	Mike
39	40
30	30
<del>30</del>	<del>30</del>

- Bid Tab

Bid Item	Description	Time to complete design	
No. 1	Overall site design		
No. 2	Stairs		
No. 3	ADA Access		
No. 4	Lower stairs		

**Bid item No. 1:** This bid item is for completion of the overall site design and should include an overall site plan. The construction portion of this project will be completed in multiple phases. Gila County will need the designer to provide plans and specifications grouped into construction bid packages. Please provide a cost estimate to complete construction drawings and specifications for the following construction bid packages. Please also include the amount of time to complete a construction bid package for each of the following,

- A. Building sidewalks/site concrete, paving, earthwork , drainage(prepare separate plans and specifications to be put out for bid for construction)

~~XXXXXXXXXX~~ TT

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- Qualifications and experience with similar work. 30 points
- Understanding and Approach 30 points

Mark | Mike  
 38 | 40  
 30 | 30  
 26 | 25

- Bid Tab

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- A. Building sidewalks/site concrete, paving, earthwork , drainage(prepare separate plans and specifications to be put out for bid for construction)

## Fee Estimation Worksheet

Date: 01-27-2015

PROJECT: Gila County - Copper Administration Building

Job No.: 15-009

### ORIGINAL TASKS

Labor Rate	\$220.00	\$165.00	\$135.00	\$95.00	\$85.00	\$60.00	\$130.00	\$100.00	\$75.00	
DESCRIPTION	Principal	Project Manager	Project Engineer	Design Engineer	CAD Technician	Clerical	Landscape Architect	Senior Landscape Designer	Landscape Designer	Task Cost
<b>Task 1 - Conceptual Design</b>										
Review 20% Design Material		1	2	4	7					\$1,410.00
Develop a DTM Model of Site			1	3	3					\$675.00
Preliminary Concepts		4	8	11	10					\$3,635.00
Perimeter Wall Concepts							6	8	8	\$2,180.00
<b>Task 1 Subtotals</b>	<b>0</b>	<b>5</b>	<b>11</b>	<b>18</b>	<b>20</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>\$7,900.00</b>
<b>Task 2 - Construction Documents</b>										
95% Plans		6	24	50	60					\$14,080.00
Perimeter Wall Plans							10	12	10	\$3,250.00
Draft Special Provisions		1	4	4		1	1	1		\$1,375.00
Initial Cost Estimate		1	3	12	6		1	1		\$2,450.00
100% Plans (Final plans)		2	8	20	29					\$5,775.00
Perimeter Wall Plans							4	6	6	\$1,570.00
Final Special Provisions		1	2	2		1	1	1		\$915.00
Final Cost Estimate			1	5	4		1	1		\$1,180.00
<b>Task 2 Subtotals</b>	<b>0</b>	<b>11</b>	<b>42</b>	<b>93</b>	<b>99</b>	<b>2</b>	<b>18</b>	<b>22</b>	<b>16</b>	<b>\$30,595.00</b>
<b>Task 3 - Stairs from Courthouse to Copper Admin Bldg</b>										
Hardscape Design							4	4		\$920.00
Material Plans							2	2	4	\$760.00
Material Details							2	2	4	\$760.00
95% CD Submittal								2	4	\$500.00
100% CD Submittal									4	\$300.00
<b>Task 3 Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>16</b>	<b>\$3,240.00</b>
<b>Task 6 - Project Management/Coordination</b>										
K/O Meeting with Gila County Staff		4	8							\$1,740.00
Plan Review Meetings (2 Total)		8	12							\$2,940.00
Additional Meetings (As Required)(Up to 1 additional)			6							\$810.00
Project Coordination		2	4	2						\$1,060.00
Permitting (City of Globe)		2	2							\$600.00
<b>Task 6 Subtotals</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$7,150.00</b>
<b>TOTAL HOURS</b>	<b>0</b>	<b>32</b>	<b>85</b>	<b>113</b>	<b>119</b>	<b>2</b>	<b>32</b>	<b>40</b>	<b>40</b>	<b>463</b>
<b>ORIGINAL SUBTOTAL FEES</b>	<b>\$0.00</b>	<b>\$5,280.00</b>	<b>\$11,475.00</b>	<b>\$10,735.00</b>	<b>\$10,115.00</b>	<b>\$120.00</b>	<b>\$4,160.00</b>	<b>\$4,000.00</b>	<b>\$3,000.00</b>	<b>\$48,885.00</b>

Reimbursables  
 Printing, Delivery, & Mileage  
 Geotechnical Evaluation (Walls)  
**TOTAL FIXED FEE WITHOUT ALLOWANCES**

**Fee**  
\$1,081.85

**\$49,966.85**

**ALLOWANCE TASKS**

DESCRIPTION	Principal	Project Manager	Project Engineer	Design Engineer	CAD Technician	Clerical	Landscape Architect	Senior Landscape Designer	Landscape Designer	Task Cost
Labor Rate	\$220.00	\$165.00	\$135.00	\$95.00	\$85.00	\$60.00	\$130.00	\$100.00	\$75.00	
<b>Allowance Task 4 - ADA Accessible Ramp From Courthouse to Copper Admin Bldg</b>										
Hardscape Design							6	8		\$1,580.00
Material Plans							2	4	8	\$1,260.00
Material Details							2	4	8	\$1,260.00
95% CD Submittal		4	8	16	4		2	4	8	\$4,860.00
100% CD Submittal	1	2	4	4	2			2	8	\$2,440.00
Landscape Construction Specifications							2	4		\$660.00
Construction Cost Estimate		1	2				2	4		\$1,095.00
Meetings and Coordination		2	2				2	4		\$1,260.00
<b>Task 4 Subtotals</b>	<b>1</b>	<b>9</b>	<b>16</b>	<b>20</b>	<b>6</b>	<b>0</b>	<b>18</b>	<b>34</b>	<b>32</b>	<b>\$14,415.00</b>
<b>Allowance Task 5 - Stairs from Juvenile Detention Center to Copper Admin Bldg</b>										
Hardscape Design							4	4	0	\$920.00
Material Plans							2	2	4	\$760.00
Material Details							2	2	4	\$760.00
95% CD Submittal		2	8	8	2		1	2	4	\$2,970.00
100% CD Submittal	1	1	2		2			1	4	\$1,225.00
Landscape Construction Specifications							2	2		\$460.00
Construction Cost Estimate		1	2				2	2		\$895.00
Meetings and Coordination		2	2				2	2		\$1,060.00
<b>Task 5 Subtotals</b>	<b>1</b>	<b>6</b>	<b>14</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>15</b>	<b>17</b>	<b>16</b>	<b>\$9,050.00</b>

**Reimbursables  
Copper Administration Building**

<b>95% Submittal</b>	
25 - 1/2 size sheets x 12 sets @ \$0.30/ sheet	\$90.00
<b>100% Submittal</b>	
25 - 1/2 size sheets x 12 sets @ \$0.30/ sheet	\$90.00
<b>Deliveries/Mailing</b>	\$250.00
<b>Structural Design</b>	\$400.00
<b>Mileage</b>	
3 trips 146 miles/trip @ \$0.575/mile	\$251.85
<hr/>	
<b>Total Reimbursables</b>	<b>\$1,081.85</b>

Remibursables do not include reproduction of Plans & Bid Documents for bidding purposes or review fees (if any).

**GILA COUNTY  
COPPER ADMINISTRATION BUILDING**

**PROPOSED SCOPE OF WORK  
DESIGN SERVICES**

**PROPOSED IMPROVEMENTS:**

EPS will design and prepare construction documents for the site plans for Gila County's new Copper Administration Building. Improvements are to include parking lots, sidewalks, a CMU wall (or alternate), shotcrete, and drainage items. The project will consist of four (4) bid items as determined by the County and described as follows:

1. Bid Item #1 includes the building sidewalks/site concrete, paving, earthwork, drainage, CMU wall (or alternate), sidewalk and road repair on Monroe Street, and shotcrete.
2. Bid Item #2 is for stairs from the Gila County Courthouse to the Copper Administration Building.
3. Bid Item #3 is for an ADA accessible ramp from the Gila County Courthouse to the Copper Administration Building.
4. Bid Item #4 is for stairs from the Juvenile Detention Center to the Copper Administration Building.

The following tasks are associated with the design and preparation of construction documents. Bid items associated with the design task are shown.

**TASK 1 – CONCEPTUAL DESIGN (Bid Item #1)**

- A. The preliminary 20% design prepared by Gila County will be evaluated based upon the information provided from the RFP.
- B. Develop a digital terrain model (DTM) from the survey information supplied by Gila County.
- C. A refined site plan that includes the following will be created.
  1. Refined site layout based upon traffic circulation, drainage, etc.
  2. A preliminary concept for a CMU wall versus a wrought iron fence. This will compare the aesthetics and the cost of each option.
  3. A preliminary concept for the sidewalk on Monroe Street. Two alternatives will be evaluated and compared. This includes an attached sidewalk with a varying curb height versus a sidewalk that is detached. Cost and impacts of each option will be compared.
  4. Evaluate the location of a trash dumpster.

**TASK 2 – CONSTRUCTION DOCUMENTS (Bid Item #1)**

- A. 95% and Final Plan documents: Plans will be submitted at the 95% and Final Plan submittal stages. Plans to include parking lot paving design, signing and striping, sidewalks, drainage items, curb and gutter, a CMU wall (or alternate), and shotcrete.
- B. Special provisions/ Specifications will be prepared in accordance with Gila County standards.
- C. Prepare an estimate of probable construction costs.
- D. Deliverables: Submit a pdf of the 95% plans, Special Provisions, and the construction cost estimate to the County for review. Submit two (2) Full Size, and two (2) Half Size sets of the Final plans, and pdfs of the Special Provisions and the construction cost estimate to the County.
- E. Distribute the plans to the appropriate utility companies, and the City of Globe for their review and comments.
- F. Coordinate/Hold Agency comment review/resolution meeting with Gila County and the City of Globe. It is anticipated this meeting will be an “over the shoulder” review format and would include a site visit.

Note: Plans shall be developed using AutoCAD.

**TASK 3 – STAIRS FROM COURTHOUSE TO COPPER ADMINISTRATION BUILDING (Bid Item #2)**

- A. A preliminary concept for stairs from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- B. A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  - 1. Design stages shall include 95%, and Final Plans. The Task 3 plans will be submitted together with the plan sheets in Task 2 as one set of plans.
  - 2. All submittals shall include an estimate of probable construction cost.
  - 3. Special Provisions and technical specifications will be included if applicable.

**ALLOWANCE TASK 4 – ADA ACCESSIBLE RAMP FROM COURTHOUSE TO COPPER ADMINISTRATION BUILDING (Bid Item #3)**

- A. A preliminary concept for ADA accessible ramp from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- B. If included in the approved site plan, a ramp will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  - 1. Design will include retaining wall details.
  - 2. Design stages shall include 95%, and Final Plans.
  - 3. All submittals shall include an estimate of probable construction cost.
  - 4. Special Provisions and technical specifications will be included if applicable.

Note: Geotechnical Investigations and Structural Engineering would be required to complete the design.

**ALLOWANCE TASK 5 – STAIRS FROM JUVENILE DETENTION CENTER TO COPPER ADMINISTRATION BUILDING (Bid Item #4)**

- A. A preliminary concept for stairs from the Juvenile Detention Center to the Copper Administration Building. A preliminary construction cost estimate will be prepared.
- B. A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
  - 1. Design stages shall include 95%, and Final Plans.
  - 2. All submittals shall include an estimate of probable construction cost.
  - 3. Special Provisions and technical specifications will be included if applicable.

**TASK 6 – PROJECT MANAGEMENT AND COORDINATION DURING DESIGN**

- A. Concept Approval/Kickoff Meeting: It is assumed one (1) meeting will be required to review the Conceptual Design (Task 1) with Gila County staff.
- B. Comment Resolution Meetings: It is assumed that two (2) comment resolution meetings will be required - one (1) meeting after the 95% plans review by Gila County and one (1) meeting after Permit Review by the City of Globe. A site visit may occur in combination with the 95% plans review.
- C. Additional Meeting (As Required): One additional meeting could be attended if required. This could include a post design meeting.

**To be Provided by Gila County:**

- Supplemental Survey as Needed
- As-builts/plans for underground utilities

**Exclusions:**

- Geotechnical Investigations (Unless Allowance Tasks 4 is selected for design)
- Structural Engineering (Unless Allowance Task 4 is selected for design)
- Lighting Design
- Surveying
- Environmental Documentation
- Landscaping
- Water/Sewer Design
- Gas Tank Relocation
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Coordination: EPS will distribute plans to utility companies. Gila County will handle coordination with the utility companies.

Note: All engineering will be based upon topographic survey and field survey data supplied by Gila County. EPS does not guarantee the validity of the survey.

Description	Qty.	Unit	Unit Cost	Total Cost
<b>Relocate Used Modular Building (to old shop site)</b>				
Single Story 168' x 120' modular building - used, transportation, erection and skirting included in price	20,160	sf	\$ 23.91	\$ 482,095
Foam, wire and stucco exterior installation	1	ea	\$ 27,000.00	\$ 27,000
New membrane roofing	20,160	sf	\$ 4.96	\$ 99,994
Remodel offices	10,000	sf	\$ 30.00	\$ 300,000
Replace ceiling	20,160	sf	\$ 3.00	\$ 60,480
Replace flooring	2,240	sy	\$ 25.00	\$ 56,000
Entrance stairs and landing	1	ea	\$ 475.00	\$ 475
Mail room ramp	1	ea	\$ 2,750.00	\$ 2,750
Entrance ramps, concrete and handrail	2	ea	\$ 4,750.00	\$ 9,500
<b>Subtotal Used Modular Building</b>	<b>20,160</b>	<b>sf</b>	<b>\$ 27,561.87</b>	<b>\$ 1,038,294</b>
<b>Site Improvements</b>				
Card access, camera and security systems	1	ea	\$ 50,000.00	\$ 50,000
Demolition of existing slabs and chain link fence - demo by Gila County personnel	1	lot	\$ -	\$ -
Relocate fuel tank	1	ea	\$ 15,000.00	\$ 15,000
6 chain link fence with two gates	200	ft	\$ 28.50	\$ 5,700
Site preparation and cleanup	1	lot	\$ 10,000.00	\$ 10,000
New ADOT standard railing	200	lf	\$ 218.00	\$ 43,600
Pave site with 4" thick reinforced concrete	44,300	sf	\$ 4.00	\$ 177,200
Stairs to Courthouse -20 ft elevation change	2	flts	\$ 17,500.00	\$ 35,000
6" tapping sleeve	1	ea	\$ 2,250.00	\$ 2,250
6" buried fire line	200	ft	\$ 44.22	\$ 8,844
4" buried fire line	100	ft	\$ 23.50	\$ 2,350
Trench and backfill	300	ft	\$ 23.00	\$ 6,900
Fire hydrant	1	ea	\$ 8,000.00	\$ 8,000
Electrical service to building				
Landscaping and Utilities	1	lot	\$ 45,000.00	\$ 45,000
<b>Subtotal Site Improvements</b>				<b>\$ 409,844</b>
<b>Subtotal Construction Costs</b>				<b>\$ 1,448,138</b>
<b>Design and Management Fees -By Gila County staff</b>				<b>\$ 50,000</b>
<b>Subtotal of Project Cost</b>				<b>\$ 1,498,138</b>
<b>Contingency - 10% of Project Cost</b>				<b>\$ 149,814</b>
<b>Total Estimated Project Cost</b>				<b>\$ 1,647,952</b>

<b>Stop rent on 1100 E. Monroe Bldg - yearly rental cost</b>	<b>(\$160,000)</b>
<b>Sell Michaelson Building - one time savings</b>	<b>(\$130,000)</b>



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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**

<u>Meeting Date:</u>	03/03/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Josh Beck, PHEP Manager, Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2015-2016	<u>Budgeted?:</u>	No
<u>Contract Dates</u>	10/1/15 to 9/30/18	<u>Grant?:</u>	Yes
<u>Begin &amp; End:</u>			
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Arizona Nutrition Network SNAP-Ed Request for Grant Application No. ADHS15-00004836

Background Information

The United States Department of Agriculture's (USDA's) Supplemental Nutrition Assistance Program (SNAP) offers nutrition assistance to millions of eligible, low-income individuals and families and provides economic benefits to communities. SNAP is the largest program in the domestic hunger safety net. The Food and Nutrition Service works with state agencies, nutrition educators, and neighborhood and faith-based organizations to ensure that those eligible for nutrition assistance can make informed decisions about applying for the program and can access benefits.

In 1981, nutrition education, now termed SNAP-Education (SNAP-Ed) was established and added as an optional program in the states. The goal of SNAP-Ed was to improve the likelihood that persons eligible for SNAP would make healthy choices within a limited budget and choose active lifestyles consistent with the current Dietary Guidelines for Americans and MyPlate. States could apply for matching funds from the federal government to deliver nutrition education to eligible persons (all persons at or below 185 percent of the federal poverty level who may or may not be enrolled in SNAP). In 1992, seven states established nutrition education programs SNAP-Ed. By 2004, nutrition education was being conducted in all 50 states. Recently, the SNAP-Ed program moved away from the matching funds required making this a great opportunity for Gila County.

Gila County is eligible for \$201,572 in funding each year of the three-year contract. These funds are to be used for population health initiatives in the areas of: Food Systems, Active Living, School Health, and Early Childhood Education.

Evaluation

For many years, health programs have focused on individual behavior, assuming that if you teach people what will make them healthy, they will find a way to do it. Unfortunately, being healthy is not just about individual choices. Where you live affects how you live - you simply can't make healthy decisions if healthy options aren't available to you.

This funding will enable the Gila County Health Department to implement a policy, systems and environmental change focus that makes healthier choices a real, feasible option for every community member by looking at the laws, rules and environments that impact our behavior. Policy, systems and environmental change is a way of modifying the environment to make healthy choices practical and available to all community members. By changing laws and shaping physical landscapes, a big impact can be made with little time and resources. By changing policies, systems and/or environments, communities can help tackle health issues like obesity, diabetes, cancer and other chronic diseases.

Conclusion

Approval of this grant application will allow the Gila County Division of Health and Emergency Services to implement a policy, systems and environmental change focus that makes healthier choices a real, feasible option for every community member by looking at the laws, rules and environments that impact our behavior. By influencing policies, systems and/or environments, Gila County will have an additional effective medium to impact health issues such as obesity, diabetes, cancer and other chronic diseases.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve our application for the Arizona Nutrition Network SNAP-Ed Request for Grant Application No. ADHS15-00004836 for the amount of \$201,572 in funding each year for period of three years.

Suggested Motion

Information/Discussion/Action to authorize the electronic submittal of an Arizona Nutrition Network SNAP-Ed Request for Grant Application (RFGA No. ADHS15-00004836) to the State of Arizona Department of Health Services in the amount of \$201,572 per year for a 3-year period which, if approved, will enable the Health and Emergency Services Division to implement a policy, systems and environmental change focus to affect positive, healthy behaviors. **(Josh Beck)**

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Attachments

Request for Grant Application No. ADHS15-00004836

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# State of Arizona

## Department of Health Services

### Request For Grant Application (RFGA)

**RFGA Number:** ADHS15-00004836

**RFGA Due Date / Time:** Thursday, April 16, 2015 at 3:00:59 PM Arizona Time

**Submittal Location:** Submit via ProcureAZ  
<https://procure.az.gov/bsol/login.jsp>

**Description of Procurement:** AzNN SNAP-Ed Local Implementation Services

**Pre-Application Conference:** February 19, 2015 at 2:00 PM

**Duration:** Two (2) Hours

**Date, Time and Location** 150 North 18<sup>th</sup> Avenue, Conference Room 540A  
Phoenix, Arizona 85007

**Online Meeting:** via iLinc

In accordance with A.R.S. § 41-2701 through 41-2706, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, procure.az.gov (ProcureAZ). Applications received by the due date and time will be opened. The name of each Offeror will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

**APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.**

**Grant Solicitation Contact Person:**

Mr. Tracey Thomas  
Name

(602) 542-1011  
Telephone

Tracey.thomas@azdhs.gov  
Email Address

# INTRODUCTION

RFGA NO. ADHS15-00004836

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# INTRODUCTION

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## STATEMENT OF PURPOSE

### 1. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, Grantees must select one (1) or more Policy, Systems, and Environmental Change (PSE) strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

### 2. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

### 3. Grant Focus Areas and Strategies

- 3.1. Applicants will submit one (1) Application regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans shall be required for each county jurisdiction included in the application.
- 3.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants shall select the direct education strategy as well as one (1) or more PSE strategies from a minimum of two (2) focus areas. Focus Areas include:
  - 3.2.1. Food Systems,
  - 3.2.2. Active Living,
  - 3.2.3. School Health, and
  - 3.2.4. Early Childhood.

Table 1: Strategy List

FFY2016 Strategies	
Policy, Systems, and Environmental Change	
<b>Food Systems (access to nutritious foods)</b>	
<b>Food Access</b>	
<u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores.	
<u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens.	
<u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.	
<b>Food Security</b>	
<u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP).	

# INTRODUCTION

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Strategy 5: Encourage use of farmers' market with SNAP and WIC access at key community outlets.

## **Active Living (access to physical activity)**

Strategy 6: Build capacity to implement active living policy at the community level and by community organizations.

Strategy 7: Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations.

Strategy 8: Support family-friendly physical activity opportunities throughout the year, throughout the community.

Strategy 9: Use point-of-decision prompts to encourage use of stairs.

## **School Health**

Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

## **Early Childhood**

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

## **Direct Education<sup>2</sup>**

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

<sup>1</sup> All Applicants selecting Food Systems strategies must include both Food Access **and** Food Security

<sup>2</sup> Direct Education is required for all Applications and must compliment the selected PSE strategies

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## WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION

### 4. Fund Distribution

Funds have been allocated per county jurisdiction. Multiple Grantees may be awarded in the same geographic area, but total funds awarded per county will not exceed the funding levels shown in Table 2. Coordination and collaboration between Applicants in the same county jurisdiction is encouraged. Duplication of services will not be allowed. Funds identified as "General Funds" may be used for any allowable activities targeting eligible audiences, while funds identified as "Native American Funds" shall only be made available to Applicants specifically targeting the Native American population. Interventions and/or program delivery sites targeting the Native American population shall be clearly identified in the Application.

Table 2: Available Funds

County	General Funds	Native American	Total Available Funds
Apache	272,608	200,271	472,879
Cochise	247,778	3,582	251,360
Coconino	238,368	115,045	353,414
Gila	168,193	33,379	201,572
Graham	125,414	24,103	149,517
Greenlee	80,844	624	81,469
La Paz	105,257	9,245	114,502
Maricopa	4,257,860	198,598	4,456,458
Mohave	312,734	10,058	322,792
Navajo	253,427	187,359	440,787
Pima	1,213,467	118,837	1,332,305
Pinal	419,139	77,153	496,292
Santa Cruz	168,279	165	168,444
Yavapai	279,660	12,737	292,397
Yuma	329,426	8,843	338,269
<b>Total</b>	<b>8,472,456</b>	<b>1,000,000</b>	<b>9,472,456</b>

Available funds listed in Table 2, are projections for FFY2016 year. All grants are pending USDA approval and federal appropriations. Applicants should anticipate a two – three percent (2-3%) annual budget reduction beginning in FFY2017.

Applications should reflect actual anticipated costs of the proposed activities and correspond to the reach estimates within the identified communities. Any un-awarded funds will return to AzNN for state level activities.

### 5. Definition of Terms used in this RFGA:

- 5.1. **Activities** are day-to-day and periodic things that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.
- 5.2. **ADHS** means the Arizona Department of Health Services.
- 5.3. **Attachment** means a document that must be filled out and included as part of the Grant Application.
- 5.4. **Exhibit** means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

## INTRODUCTION

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- 5.5. **"Key personnel"** means staff involved in the planning, administration, operation, or monitoring of this Grant.
- 5.6. **"Shall or Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.
- 5.7. **"Evidence Based"** means the integration of the best research evidence with the best available practice-based evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions.
- 5.8. **"Comprehensive Approach"** means multi-level interventions at multiple complementary organization and institutional levels.

# SPECIAL INSTRUCTIONS TO APPLICANTS

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## 1. Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application conference. Attendance is not required, although it is encouraged. The date, time and location of this Conference are indicated on the cover page. This Conference will be to clarify the contents of this RFGA in order to prevent any misunderstanding of the ADHS' position. Any doubt as to the requirements of this Request for Grant Applications or any apparent omission or discrepancy should be presented to the Program at this Conference. ADHS will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to this RFGA.

### 1.1. iLinc Online Meeting:

Prospective Applicants may attend the Pre-Application conference via online meeting. Applicants can connect by following these instructions:

1.1.1. Applicants are invited to attend an online meeting on Thursday, February 19, 2015. Below is the log-in and dial-in information needed to access this session. Please remember to use the **Prepare your PC** link below to ensure you are able to connect successfully.

#### 1.1.2. What Do I need to join the Session?

1.1.2.1. A computer with internet connection;

1.1.2.2. Successful PC System test prior to the session (see link below). (Have your information technology staff assist you if you have problems connecting.); and

1.1.2.3. Speakerphone with mute capabilities.

#### 1.1.3. Online Meeting Details

1.1.3.1. **Meeting Title:** AzNN SNAP-Ed Local Implementation RFGA iLinc

**Date & Time:** February 19, 2015 at 2:00 PM Arizona Time

**Duration:** 2 hour(s)

**Primary Dial-In:** 1-888-205-5513

**Passcode:** 115160

**Join Link:** <https://azdhs.ilinc.com/join/bfvphhx>

1.1.4. **Join This Meeting:** To ensure your meeting is successful, please join fifteen (15) minutes before the start time. Click on the following link to join this meeting:  
<https://azdhs.ilinc.com/join/wzchstm>

1.1.5. **View Meeting Content:** To view the content for this meeting go to:  
<https://azdhs.ilinc.com/content/wzchstm>

1.1.6. **Prepare Your PC:** Automatically prepare your PC ahead of time by clicking on the following link: <https://azdhs.ilinc.com/systest/bfvphhx>.

#### 1.1.7. What do I do once I join the session:

1.1.7.1. If possible, use the 'Call Me' feature to connect via phone.

1.1.7.2. If you have additional people sitting with you, enter their names in chat.

1.1.7.3. To communicate during an iLinc:

# SPECIAL INSTRUCTIONS TO APPLICANTS

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- 1.1.7.3.1. Use \*6 to unmute/mute your phone line, OR
- 1.1.7.3.2. Type your question/comment in the chat box (bottom left corner of window), OR
- 1.1.7.3.3. Raise your hand (click on 'hand' icon from toolbar).

## 1.1.8. As a courtesy to other attendees, please:

- 1.1.8.1. Keep your phone line muted (\*6) unless asking a question or making a comment,
- 1.1.8.2. Do not place your phone line on "hold" anytime during an iLinc. If you must conduct business, disconnect from the phone completely and dial back in when you are ready to rejoin the iLinc.
- 1.1.8.3. Instructions to Prepare, Complete and Submit the Application

## 2. Submission Required in ProcureAZ

- 2.1. Application shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ ([www.procure.az.gov](http://www.procure.az.gov)). Submission of the Application by means other than the ProcureAZ system **will not** be accepted. Prospective Applicants with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.
- 2.2. Applicants must register in the ProcureAZ e-Procurement system to submit an Offer. Follow the these Step by Step online instructions:
  - 2.2.1. Vendor Registration  
[http://spo.az.gov/sites/default/files/Step-by-Step\\_Vendor\\_Registration.pdf](http://spo.az.gov/sites/default/files/Step-by-Step_Vendor_Registration.pdf);
  - 2.2.2. Respond to a Bid (Solicitation)  
[http://spo.az.gov/sites/default/files/Step-by-Step\\_Responding\\_to\\_Solicitations.pdf](http://spo.az.gov/sites/default/files/Step-by-Step_Responding_to_Solicitations.pdf); and
  - 2.2.3. To submit an offer Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

## 3. Required Application Information

- 3.1. The following shall be submitted concurrent with and as part of the Application:
  - 3.1.1. One (1) electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word version 2003 or higher), xls spreadsheet (Microsoft Excel 2003 or higher) and .pdf (Adobe Acrobat portable documents format).
  - 3.1.2. Each Application shall include an attachment for each response section. The material should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant's Application. Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document that is not locked specify the Name of the Applicant, Name of the Attachment, Solicitation number and Page Number in the footer.

## SPECIAL INSTRUCTIONS TO APPLICANTS

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- 3.1.3. The ADHS will not provide any reimbursement for the cost of developing in response to this RFGA. The Applicant shall submit at least the following information:
- 3.1.3.1. Table of Contents for entire Application with page numbers;
  - 3.1.3.2. Attachment A – Signed Application and Award Document;
  - 3.1.3.3. Attachment B - Designation of Confidential, Trade Secret & Proprietary Information;
  - 3.1.3.4. Attachment C – Notices, Correspondence, Reports and Invoices completed;
  - 3.1.3.5. Attachment D – AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative;
  - 3.1.3.6. Attachment E – AzNN Nutrition Education and Obesity Prevention Plan Template Project Workplan;
  - 3.1.3.7. Attachment F – AzNN Nutrition Education and Obesity Prevention Plan Template Budget;
  - 3.1.3.8. Attachment G – AzNN Nutrition Education and Obesity Prevention Plan Template Site-Listing;
  - 3.1.3.9. Attachment H - AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances;
  - 3.1.3.10. Complete the Pricing under the Items Tab in ProcureAZ. Failure to enter the Pricing in the Items Tab will be considered as 'no bid' by ProcureAZ. If offering items at no charge select and check the "no charge" option per line item and provide an alternate description, if necessary. Using the "no charge" option ensures that the Applicant is providing response to a specific item yet is not charging for that line item. Leaving an item blank or using a zero (0) dollar amount generates a "No Bid" for the item.

ProcureAZ Items	BUDGET CATEGORIES	Frequency
Item 1	PERSONNEL COSTS/SALARY	Annually
Item 2	FRINGE BENEFITS	Annually
Item 3	CONTRACTS/GRANTS/AGREEMENTS	Annually
Item 4	NON-CAPITAL EQUIPMENT SUPPLIES	Annually
Item 5	MATERIALS	Annually
Item 6	TRAVEL	Annually

# SPECIAL INSTRUCTIONS TO APPLICANTS

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Item 7	BUILDING/SPACE	Annually
Item 8	MAINTENANCE	Annually
Item 9	EQUIPMENT & OTHER CAPITAL	Annually
Item 10	INDIRECT COSTS	Annually

- 3.1.3.11. Other Attachments: As applicable-for example, copies of subcontracts, examples of Applicant's program materials.
- 3.1.3.12. Complete Scope of Work for the Work plans.
- 3.1.3.13. ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.
- 3.1.3.14. Keep a copy of this solicitation and submitted Application. If awarded, the Grantee shall be bound to the services listed by the Application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

#### 4. Application Opening:

Applicants responding to a solicitation in ProcureAZ must submit their Applications electronically through ProcureAZ. Applications shall be received before the due date and time stated in the solicitation. Applications submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.

#### 5. Evaluation Criteria:

Grant Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:

- 5.1. Overall Approach and Program Design from the Narrative, Work Plan, and Site Listing;
- 5.2. Needs Assessment from Narrative;
- 5.3. Coordination and Collaboration as described in the Narrative and demonstrated with memorandums of understanding, sub-contracts and letters from collaborative agencies describing support of the proposed partnership;
- 5.4. Itemized budget, budget justification, and price sheet showing proposed cost(s) including other sources of funds;
- 5.5. Applicant Capability from Budget and Signed Assurances; and
- 5.6. Conformance to all other RFGA requirements and conditions.

#### 6. Questions:

All questions regarding this solicitation shall be submitted within the ProcureAZ system via the Q & A Tab no later than five (5) calendar days prior to the solicitation due date.

# SPECIAL INSTRUCTIONS TO APPLICANTS

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## 7. Discussion:

The ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.

## 8. Multiple Awards:

In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, the ADHS reserves the right to award Grants to multiple Applicants.

## 9. Application Acceptance Period:

To be eligible for Grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

## 10. Collaborative Partnerships within Program Areas:

ADHS encourages partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When the Applicant is proposing utilizing subgrantees, it shall provide documentation (e.g. contracts, line item budgets, letters of agreement, memoranda of understanding, etc. describing the roles and responsibilities each subcontractor will assume and signed by authorized individuals.

## 11. Authorized Signature:

11.1. For any document that requires the Applicant's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.

11.1.1. Privately Owned: The Owner must sign the Grant Application;

11.1.2. Partnership: A Partner must sign the Grant Application.

11.1.3. Corporation: A duly authorized Corporate Officer must sign the Grant Application.

11.2. If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

## 12. Application Status

Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information will be deemed not to be proprietary or confidential;

## 13. Suspension or Debarment Status

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the

## SPECIAL INSTRUCTIONS TO APPLICANTS

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name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

### 14. Confidential Information:

Should the Applicant have any information they wish to hold as confidential, the Applicant shall submit an itemized and separate attachment on company letterhead explaining the reasons why the information should be held confidential. This attachment shall be uploaded under the Attachment Tab in ProcureAZ. Simply checking the confidential box in ProcureAZ does not hold the information confidential. No other entity may view the submitted proposal, bid or offer except the Procurement Officer. All proposals, bids, or offers remain confidential until an award is made.

- 14.1. If an Applicant believes that their Application contains information that should be withheld from public disclosure, it *must* be clearly marked "**Confidential/Proprietary**" on every page. Applicant shall complete Attachment B, Designation of Confidential, Trade Secret and Proprietary Information, and upload under the "Attachments Tab" in ProcureAZ;
- 14.2. A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis for its claim that the information is confidential; and
- 14.3. The information identified by the Applicant as confidential shall not be disclosed until the State Government Administrator (or his/her designee) makes a written determination. The Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Administrator determines the information is not confidential, the Administrator shall inform the Applicant in writing of such determination.

## TERMS AND CONDITIONS

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1. **Grant Term.** The initial term of this Grant shall commence upon award of and signature by the State Government Administrator, and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in two additional one (1)-year increments, not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.
3. **Grant Reimbursement:** Payment shall be made on a Cost Reimbursement basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written Grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence within ninety (90) days of award. Work shall not be performed without a Purchase Order.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility (**Attachment F**). Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.
8. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.
9. **Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
10. **Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
11. **Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

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Federal Funding. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

12. **Grant Restrictions.** Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Nutrition and Physical Activity as made available through the Arizona Department of Health Services."
13. **Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
14. **Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
15. **Subcontracts.** The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.
16. **Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
17. **Federal Procurement Suspension/Debarment.** All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator

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**19. Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.

**20. Arbitration:** The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant 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).

**21. Purchase Orders:** The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

### **22. Pandemic Contractual Performance:**

22.1. The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

22.1.1. Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.

22.1.2. Alternative methods to ensure there are products in the supply chain.

22.1.3. An up to date list of company contacts and organizational chart.

22.2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

22.2.1. After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.

22.2.2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

22.2.3. Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).

22.3. The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

### **23. Grant Termination:**

23.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this

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Grant as provided in A.R.S. § 38-511.

- 23.2. **Gratuities.** The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Grantee.
- 23.3. **Termination for Convenience.** The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 23.4. **Termination for Default.**
- 23.4.1. In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 23.4.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand.
- 23.4.3. The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.
- 23.5. **Continuation of Performance through Termination.** The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.
- 24. Non-Discrimination:** The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 25. Federal Immigration and Nationality Act:** The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.
- 26. E-Verify Requirements:** In accordance with A.R.S. § 41-4401, 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.

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## 27. Risk and Liability.

27.1. To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Grantee or any of its owners, officers, directors, agents, employees or subgrantees. 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 Grantee 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 Grantee from and against any and all claims. It is agreed that Grantee 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 Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

27.2. *This indemnity shall not apply if the Grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.*

### 27.3. Insurance Requirements:

27.3.1. Grantees and subgrantees shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant, 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 subgrantees.

27.3.2. The insurance requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona 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 Grant by the Grantee, its agents, representatives, employees or Subgrantees, and Grantee is free to purchase additional insurance.

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

27.3.3.1. **Commercial General Liability** – 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

# TERMS AND CONDITIONS

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- 27.3.3.2. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) 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."
- 27.3.3.3. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of 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.
- 27.3.3.4. **Worker's Compensation and Employers' Liability**
- |                         |              |
|-------------------------|--------------|
| Workers' Compensation   | Statutory    |
| Employers' Liability    |              |
| Each Accident           | \$ 1,000,000 |
| Disease – Each Employee | \$ 1,000,000 |
| Disease – Policy Limit  | \$ 1,000,000 |
- 27.3.3.5. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of 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.
- 27.3.3.6. This requirement shall not apply to: Separately, EACH Grant or Grantee exempt under A.R.S. 23-901, and when such Grant or Subgrantee executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 27.3.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:
- 27.3.4.1. The Grantee's policies shall stipulate that the insurance afforded the Grantee shall be primary insurance and that any insurance carried by the Department, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 27.3.4.2. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 27.3.5. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement 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 Arizona Department of Health Services, 1740 W Adams St., Room 303, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.
- 27.3.6. **ACCEPTABILITY OF INSURERS:** Grantees insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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 Contractor from potential insurer insolvency.

## TERMS AND CONDITIONS

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- 27.3.7. 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 Agreement. 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 (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Grant.

All certificates required by this Grant shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W Adams St., Room 303, Phoenix, AZ 85007. The State of Arizona project/Agreement 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 Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 27.3.8. SUBGRANTEES: Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subgrantees shall be subject to the minimum requirements identified above.
- 27.3.9. APPROVAL: Any modification or variation from the insurance requirements in this Grant shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 27.3.10. EXCEPTIONS: In the event the Grantee or sub-grantee(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 contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 27.4. Force Majeure.

- 27.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant 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 government 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.

- 27.4.2. Force Majeure shall not include the following occurrences:

27.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

27.4.2.2. Late performance by a Subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;  
or

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- 27.4.2.3. Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.
- 27.4.3. 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 delay 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 an Amendment 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 Agreement.
- 27.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give 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.

# SCOPE OF WORK

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## AzNN SNAP-Ed Local Implementation

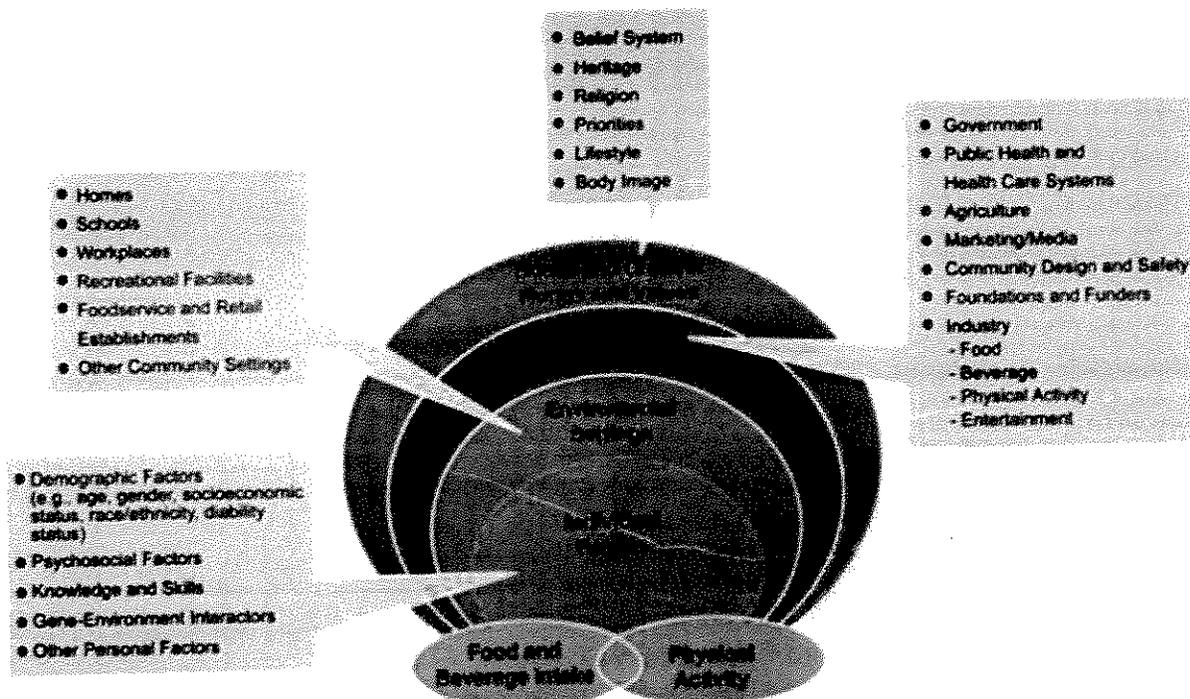
### 1. Introduction and Background

The Arizona Department of Health Services (ADHS), Bureau of Nutrition and Physical Activity (BNPA) with the Arizona Department of Economic Security (DES), Family Assistance Administration (FAA), provides a program called the Supplemental Nutrition Assistance Program Education (SNAP-Ed) – also known as the Arizona Nutrition Network (AzNN). The purpose of the AzNN is to provide nutrition education and obesity prevention programs to Arizona's Supplemental Nutrition Assistance Program (SNAP) participants and those who are eligible (eligibles) in an effort to improve healthy lifestyle choices and reduce the risk of chronic disease.

In late 2010 congress passed the Healthy Hunger Free Kids Act (HHFK) which transitioned the AzNN from a nutrition education program to an obesity prevention program which includes education on nutrition and physical activity as well as PSE strategies to facilitate broad, population level effects at multiple levels of the Social Ecological Model (see Figure 1).

Figure 1

### A Social Ecological Framework for Nutrition and Physical Activity Decisions



Source: Dietary Guidelines for Americans, 2010. Adapted from: (1) Centers for Disease Control and Prevention. Division of Nutrition, Physical Activity, and Obesity. State Nutrition, Physical Activity and Obesity (NPAO) Program: Technical Assistance Manual. January 2008, page 36. Accessed April 21, 2010. [http://www.cdc.gov/obesity/downloads/TA\\_Manual\\_J\\_31\\_08.pdf](http://www.cdc.gov/obesity/downloads/TA_Manual_J_31_08.pdf). (2) Institute of Medicine. Preventing Childhood Obesity: Health in the Balance, Washington (DC): The National Academies Press; 2005, page 85. (3) Story M, Kaphingst KM, Robinson-O'Brien R, Glanz K. Creating healthy food and eating environments: Policy and environmental approaches. *Annu Rev Public Health* 2008;29:253-272.

The AzNN hired an outside consultant in FFY2014 to identify best practices among other SNAP-Ed Implementing Agencies and to engage local stakeholders in discussions around the future direction of the SNAP-Ed program including program strategies, materials, and funding options.

# SCOPE OF WORK

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## 2. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, grantees must select one or more PSE strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

## 3. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

## 4. Grant Focus Areas and Strategies

- 4.1. Applicants will submit one proposal regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans will be required for each county jurisdiction included in the application.
- 4.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants must select the direct education strategy as well as one or more PSE strategies from a minimum of two focus areas. Focus Areas include: (a) Food Systems, (b) Active Living, (c) School Health, and (d) Early Childhood.

Table 1: Strategy List

<b>FFY2016 Strategies</b>
<b>Policy, Systems, and Environmental Change</b>
<b><i>Food Systems (access to nutritious foods)</i></b>
<b>Food Access</b> <u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores.  <u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens.  <u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.
<b>Food Security</b> <u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP).  <u>Strategy 5:</u> Encourage use of farmers' market with SNAP and WIC access at key community outlets.
<b><i>Active Living (access to physical activity)</i></b>
<u>Strategy 6:</u> Build capacity to implement active living policy at the community level and by community organizations.  <u>Strategy 7:</u> Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations.  <u>Strategy 8:</u> Support family-friendly physical activity opportunities throughout the year, throughout the community.  <u>Strategy 9:</u> Use point-of-decision prompts to encourage use of stairs.
<b><i>School Health</i></b>

## SCOPE OF WORK

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Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

### ***Early Childhood***

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

### **Direct Education<sup>2</sup>**

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

<sup>1</sup> All applicants selecting Food Systems strategies must include both Food Access **and** Food Security

<sup>2</sup> Direct Education is required for all applications and must compliment the selected PSE strategies

## 5. Tasks and Responsibilities

The Grantee shall:

- 5.1. Have an approved AzNN Nutrition Education and Obesity Prevention Plan on file with ADHS prior to Grant award. An approved application includes:
  - 5.1.1. AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative (Attachment D);
  - 5.1.2. AzNN Nutrition Education and Obesity Prevention Plan Template Project Work Plan (per county jurisdiction) (Attachment E),
  - 5.1.3. AzNN Nutrition Education and Obesity Prevention Plan Template Budget (per county jurisdiction) (Attachment F),
  - 5.1.4. AzNN Nutrition Education and Obesity Prevention Plan Template Site Listing (Attachment G), and
  - 5.1.5. AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances (Attachment H);
- 5.2. Attend and participate in AzNN trainings and Partner Meetings;
- 5.3. Implement the activities approved in the work plan;
- 5.4. Coordinate with AzNN staff for all marketing and research projects, even if prior approved;
- 5.5. Abide by the most current AzNN Policies and Procedures Manual;
- 5.6. Utilize materials and messages as identified by the AzNN;

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- 5.7. Staffing requirements (contracted or on staff) include: Program Director, Registered Dietitian, and Physical Activity degreed/experienced professional;
- 5.8. Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System available from the USDA website; and
- 5.9. Follow the current Physical Activity Guidelines for Americans available on the Office of Disease Prevention and Health Promotion website.

### 6. Requirements:

The Grantee requirements shall include, but not be limited to the following:

- 6.1. Providing documentation of collaborative partnerships prior to award, including but not limited to: contracts, letters of agreement/support, memoranda of understanding/agreement, or other documentation to support the collaboration/partnership;
- 6.2. Providing a current and accurate Certificate of Insurance (COI) within five (5) days of Grant award that exactly matches the language provided in the Terms of the Grant. A Master Blanket Purchase Order Release will not be provided without a valid COI on file at ADHS. Grantees shall not provide any services without the issuance of a Master Blanket Purchase Order Release.

### 7. Reference Documents

- 7.1. SNAP-Ed Guidance: <http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>
- 7.2. AzNN P&P: <http://www.eatwellbewell.org/contractors/housekeeping/policies-and-procedures>
- 7.3. Dietary Guidelines: [http://www.cnpp.usda.gov/sites/default/files/dietary\\_guidelines\\_for\\_americans/PolicyDoc.pdf](http://www.cnpp.usda.gov/sites/default/files/dietary_guidelines_for_americans/PolicyDoc.pdf)
- 7.4. Physical Activity Guidelines: <http://www.health.gov/paguidelines/pdf/paguide.pdf>

### 8. STATE PROVIDED ITEMS

ADHS will provide the following items:

- 8.1. AzNN Annual Nutrition Education and Obesity Prevention Plan;
- 8.2. Nutrition Education and Obesity Prevention Plan instructions;
- 8.3. List of links for site with data needed to prove eligibility of service sites;
- 8.4. The Arizona Nutrition Network Policies and Procedures Manual;
- 8.5. List of allowable materials to be utilized within the program activities;
- 8.6. Some education materials created, published, or purchased through the AzNN, such as brochures, posters, etc;
- 8.7. Training sessions and meetings sponsored by the AzNN and BNPA; and
- 8.8. Financial and program reporting templates.

### 9. APPROVALS

## SCOPE OF WORK

RFGA NO. ADHS15-00004836

The Grantee shall receive approval from ADHS for the following:

- 9.1. Annual AzNN Nutrition Education and Obesity Prevention Plan;
- 9.2. Nutrition Education and Obesity Prevention Plan Revisions;
- 9.3. Monthly CERs;
- 9.4. Monthly Reports;
- 9.5. Quarterly Narrative Reports; and
- 9.6. Quarterly Evaluation Reports.

### 10. DELIVERABLES

The Grantee shall submit to ADHS:

- 10.1. An AzNN approved Nutrition Education and Obesity Prevention Plan;
- 10.2. All revisions to the Nutrition Education and Obesity Prevention Plan prior to implementation of the proposed revisions;
- 10.3. Prepare and submit a Contractor Expenditure Report (CER) utilizing the standard reporting form issued by the ADHS AzNN as provided in the current AzNN Policies and Procedures Manual. All expenses requested for reimbursement must adhere to the allowable/unallowable guidelines outlined in the Federal SNAP-Ed Guidance and AzNN Policies and Procedures Manual. Final CERs are due in accordance with the current AzNN Policies and Procedures Manual;
- 10.4. Prepare and submit a Monthly Report utilizing the standard reporting form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;
- 10.5. Prepare and submit a Quarterly Narrative report for the first three (3) quarters, utilizing the form provided in the current AzNN Policies and Procedures Manual;
- 10.6. Prepare and submit a Quarterly Evaluation report, utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual. Accompanying data or evaluation instruments should be submitted at this time;
- 10.7. Prepare and submit a Fourth (4<sup>TH</sup>) Quarter Narrative report which summarizes the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;

### 11. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- 11.1. Notices, Correspondence, Reports and Invoices from the Grantee to the ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Nutrition and Physical Activity  
Nutrition Network Manager  
150 N 18<sup>th</sup> Ave, Suite 310  
Phoenix, AZ 85007  
Telephone: 602.542.1886  
Facsimile: 602.542.1890





**Attachment B**  
**Designation of Confidential, Trade Secret & Proprietary Information**

Arizona Department  
of Health Services  
Division for  
**Planning and Operations**  
**Office of Procurement**  
1740 W. Adams St., RM 303  
Phoenix, AZ 85007

Solicitation No.: ADHS15-00004836

PAGE  
27

Description: AzNN SNAP-Ed Local Implementation

OF  
29

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

**All offerors must select one of the following:**

\_\_\_\_\_ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

\_\_\_\_\_ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.**

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Gila County Division of Health & Emergency Services  


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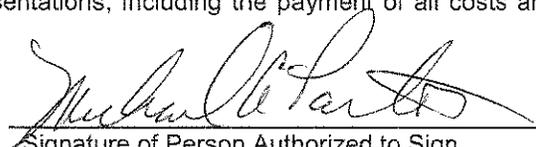
Company Name  
5515 S. Apache Ave. Ste 100  


---

Address  
Globe AZ 85501  


---

City State Zip


---

Signature of Person Authorized to Sign  
Michael A. Pastor  


---

Printed Name  
Chairman, Board of Supervisors  


---

Title

	<b>Attachment B</b> <b>Designation of Confidential, Trade Secret &amp; Proprietary Information</b>		<b>Arizona Department of Health Services</b>  <b>Division for Planning and Operations Office of Procurement</b> 1740 W. Adams St., RM 303 Phoenix, AZ 85007
	Solicitation No.: ADHS15-00004836	PAGE 28	
	Description: AzNN SNAP-Ed Local Implementation	OF 29	

**R2-7-103. Confidential Information**

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
  - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
  - 2. The designated information is not confidential; or
  - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
  - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
  - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

**ATTACHMENT C**

RFGA NO. ADHS15-00004836

**Notices, Correspondence, Reports and Payments to the Grantee shall be sent to:**

(Print and complete the information below and attach to your Application in the "Attachments Tab" in ProcureAZ)

**Grantee:** Gila County Division of Health & Emergency Services

**Attention:** Paula Horn

**Address:** 5515 S. Apache Ave., Ste. 100

**Address:** \_\_\_\_\_

**City, State, Zip:** Globe, AZ 85501

**Telephone:** 928-402-8813

**E-Mail:** phorn@gilacountyaz.gov

**ARF-3045**

**Regular Agenda Item 4. E.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: County Manager

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates 3-17-2015      Grant?: No

Begin & End:

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Sale of State-Owned Tax Deeded Land to the City of Globe-Parcel No. 208-03-102B

Background Information

The City of Globe (City) has been operating the Globe Active Adult Center at 579 South Broad Street for many years and the City has invested approximately \$8,000 annually for upkeep, maintenance and improvements to the building. In addition, the City has acquired four adjacent parcels and has constructed additional improvements on those parcels. It was discovered last year that the Globe Active Adult Center is actually comprised of six parcels of land. The County Assessor would like for the City to begin proceedings to combine all six parcels into one parcel for the Globe Active Adult Center. Four of the six parcels are owned by the City; however, one parcel is owned by the State of Arizona and the remaining parcel is owned by the State of Arizona in care of the Gila County Board of Supervisors. Last year City Manager Brent Billingsley submitted a request to Board of Supervisors' Chairman Mike Pastor requesting that the County transfer ownership of two State-owned properties, tax parcel numbers 208-03-105 and 208-03-102B. At that time it was discovered that the Board of Supervisors only has authority to sell tax parcel number 208-03-102B, which is owned by the State of Arizona in care of the Board of Supervisors. Tax parcel number 208-03-105 is actually owned by the State of Arizona. Since last year, the City has been in contact with the State and is now working with the Arizona Department of Transportation to acquire tax parcel number 208-03-105. Mr. Billingsley recently contacted County Manager Don McDaniel to re-visit the City's request to acquire tax parcel number 208-03-102B.

Evaluation

On June 24, 2003, the Board of Supervisors adopted Resolution No. 03-06-07 which established a policy regarding sales of real property tax deeded to the State of Arizona. The following language is contained in the Resolution, "*All properties held by the Gila County Board of Supervisors for sale, as agent of the State of Arizona will be sold for no less than 100% of the back taxes and fees. The Board may waive this requirement if a condition exists that warrants selling a parcel of land at a less*

*price."*

The total lien amount owed on tax parcel number 208-03-102B is \$5,486.69. This amount comprises the amount of past due taxes plus fees and penalties that have been assessed by the County Treasurer.

#### Conclusion

The services provided by the Globe Active Adult Center has benefited the residents of the City and southern Gila County for many years. The City invests approximately \$8,000 per year for upkeep, maintenance and improvements to the building, and it has invested additional money for other improvements related to the Globe Active Adult Center. It would be advantageous to Gila County to sell tax parcel number 208-03-102B at a minimal cost to the City of Globe to ultimately combine six parcels of land into one parcel thereby reducing administrative costs at the Treasurer's Office and Assessor's Office.

#### Recommendation

It is recommended that the Board of Supervisors sell tax parcel number 208-03-102B to the City of Globe for \$1.00, and authorize the Chairman's signature on the Quit Claim Deed.

#### Suggested Motion

Information/Discussion/Action to sell State-owned tax parcel number 208-03-102B to the City of Globe for \$1.00 as it is a portion of land of which the Globe Active Adult Center is situated; and authorize the Chairman's signature on the Quit Claim Deed.

**(Don McDaniel)**

---

#### Attachments

Quit Claim Deed for Parcel No. 208-03-102B

Request Letter from City of Globe

Pictures and Maps for Parcel No. 208-03-102B

Treasurer's Deed for Parcel No. 208-03-102B

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EXHIBIT "A"

TRUSTOR: FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA

LEGAL DESCRIPTION:

All and singular that certain lot, piece or parcel of land, lying and being in Lot 4, Block 79, Globe Townsite, Gila County, State of Arizona, and more particularly described as follows, to-wit:

Beginning at a point 50 feet South of the Northwest Corner of Lot 4, Block 79, on the East side of South Broad Street;  
running thence easterly 176.6 feet, more or less;  
thence Southerly 63 feet, more or less;  
thence Westerly along the South side line of said Lot 4, 176.6 feet, more or less, to the Easterly side line of South Broad Street;  
thence Northerly along the Easterly side line of South Broad Street, 63 feet, more or less, to the place of beginning, according to the official map of Globe Townsite, Gila County, Arizona.

Beginning at the northwest corner, on Broad Street, of Lot 4, of Block 79, of Globe Townsite, in said Gila County, running thence Easterly about one hundred ninety-seven and five-tenths (197.5) feet to a point on the east side of said Broad Street;  
thence along the east side of said Broad Street fifty (50) feet to the point of beginning according to the official map of Globe Townsite, Gila County, Arizona.

Excepting and deleting from the above description the following described property:

Beginning at the Northwesterly corner of Lot 4, Block 79, Globe Townsite, said point being on the Easterly side line of Broad Street,  
thence Easterly 197.5 feet more or less to the point of beginning;  
thence Southerly 50 feet;  
thence Westerly 20 feet;  
thence Northerly parallel to Broad Street 50 feet;  
thence Easterly 20 feet to the point of beginning, according to the official map of Globe Townsite, Gila County, Arizona.

1907 - 2007



**City of Globe**

150 N. Pine Street  
Globe, Arizona 85501

February 10, 2014

Gila County Board of Supervisors  
1400 East Ash Street  
Globe, Arizona 85501

Chairman Pastor,

The City of Globe has been operating the Globe Active Adult Center at 579 South Broad Street for many years. During that time the City of Globe has invested approximately \$8,000 annually for upkeep, maintenance, and improvements to the building. In addition, the City has acquired four adjacent parcels of land (208-03-102C, 208-03-101B, 208-03-101A, and 208-03-101C) where the City has constructed additional improvements including a parking lot and the soon to be renamed "Jane Eck Memorial Park".

These investments have benefited the residents of the City of Globe and Southern Gila County immeasurably over the years. The mission of the Globe Active Adult Center is to enhance the quality of life of the seniors in Globe and the surrounding community with a wide range of diverse activities to meet their meal, transportation, social, and other personal needs. We take this mission seriously.

It has come to my attention recently that the Globe Active Adult Center is actually comprised of six total parcels. As mentioned above, four of those parcels are owned by the City of Globe. The other two are owned by the State of Arizona under the care of the Gila County Board of Supervisors. Based on the attached request from the Gila County Assessor, and because it just makes sense, the City of Globe hereby requests that the Gila County Board of Supervisors transfer the ownership of the two parcels in question over to the City of Globe by Quit Claim Deed.

In order to facilitate the transferring ownership for recording, we include the following information for your consideration:

- Name(s) of the Grantee(s): City of Globe, Description/identification of real property: Gila County Assessor Parcels **208-03-105** and **208-03-102B**
- Transfer tax declaration: The parcel is currently tax exempt and the City of Globe is tax exempt (no change required)

- When recorded mail to: City of Globe, 150 North Pine Street, Globe, Arizona 85501
- City where property located: Globe, Arizona

Thank you for your consideration in this matter.



Brent D. Billingsley

City Manager

City of Globe, AZ

Office: 928-425-7146 ex 25

Cell: 520-251-6259



**DEBORAH HUGHES**  
**GILA COUNTY ASSESSOR**  
**1400 E ASH STREET**  
**GLOBE, AZ 85501**

February 6, 2014

C. Collopy  
City of Globe  
150 N. Pine St.  
Globe AZ 85501

Mr. Collopy:

During a review of our maps and ownership I found that there are six parcels that comprise the whole of the Globe Senior Center. I would like to combine these into one parcel. However, two of the parcels are owned by the State of Arizona in care of the Gila County Board of Supervisors. When asked how to get all these parcels into the same ownership I were informed that the city would have to request that the BOS would quit claim the two state-owned to the city.

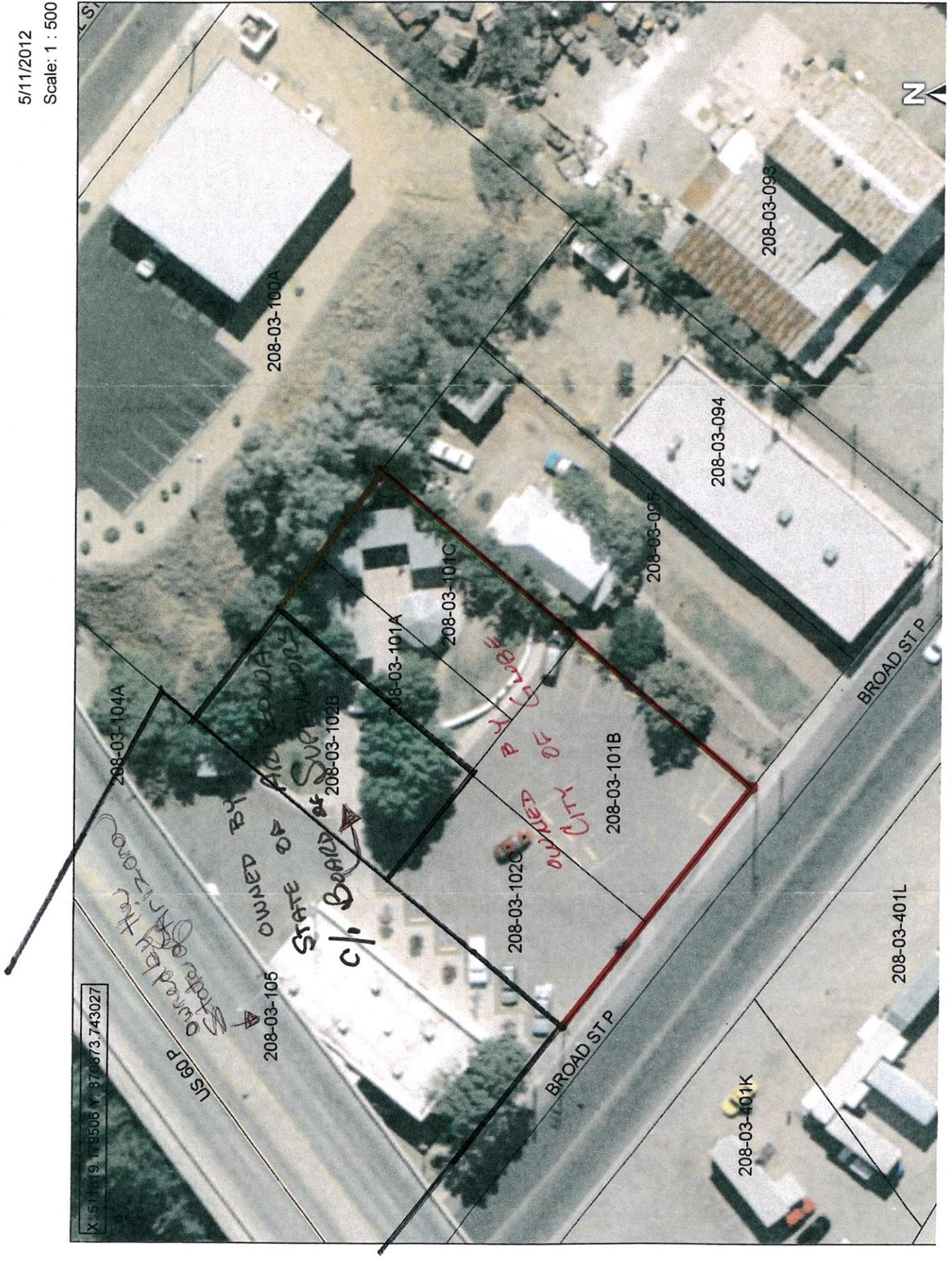
I have enclosed maps with the parcels outlined.

Thank you,

Sue Pontel  
Mapping  
928-402-8778

Encl: Assessor Map  
GIS Map

5/11/2012  
Scale: 1 : 500

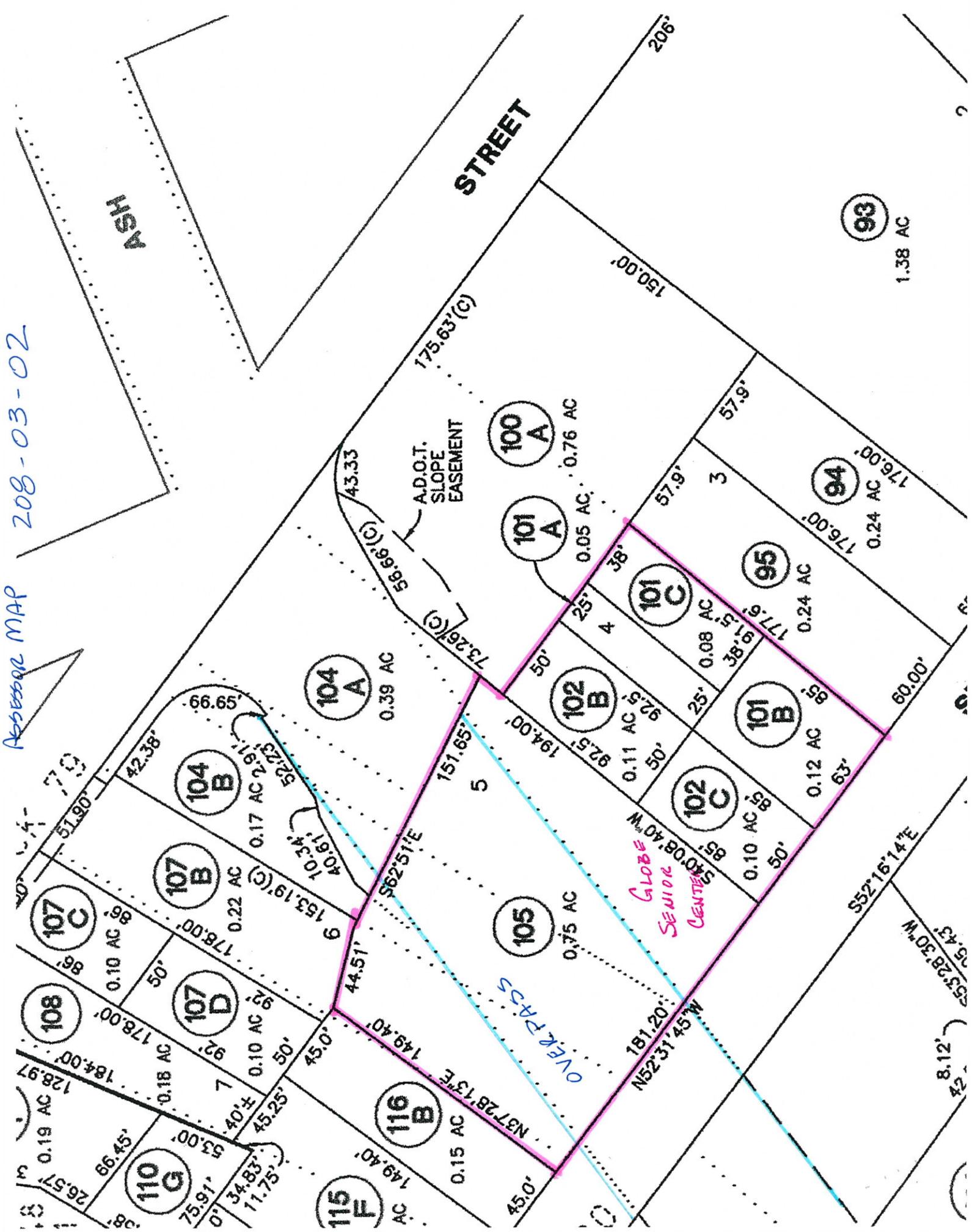


208-03-02

ASSESSOR MAP

MSM

STREET



# TREASURER'S DEED



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 1 day of APRIL 1998  
notice according to law was published in the ARIZONA SILVER BELT  
PAYSON ROUND-UP, a newspaper of general circulation in the

County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 3<sup>RD</sup> day of JULY 1998, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA,

the following described premises situated in the County of Gila, State of Arizona, to-wit:  
208 03 102 B  
PT OF LOT 4 BLK 79 GLOBE TWNS COMM AT THE MOST WLY COR LOT 4; TH N 43D 10'02" E 85' TO PO 51D 75'12"E 50' ; THN 43D 10'02" E 92.5'; TH N 51D 75'12"W 50'; TH S 43 D 10'02" W 92.5' TO POB APPROX 0. M/L \* SEE EXHIBIT "A"

IN WITNESS WHEREOF, I, PRISCILLA M. L. KNUCKEY, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 6<sup>TH</sup> day of JULY, 1998.

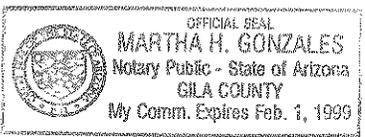
*Priscilla M. L. Knuckey*  
Treasurer of Gila County

STATE OF ARIZONA }  
SS }  
County of Gila }  
COUNTY OF GILA }  
TREASURER }  
SEAL }  
BY }  
PRISCILLA M. L. KNUCKEY }  
COUNTY, ARIZONA }

\* This instrument was acknowledged before me this 6<sup>TH</sup> day of JULY 1998, by PRISCILLA M. L. KNUCKEY as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

*Martha H. Gonzales*  
Notary Public

My Commission Expires:



INVOICE

"Payment Upon Receipt"

208.03 - 102 B

PIONEER TITLE AGENCY, INC.  
P.O. BOX 332  
PAYSON, AZ 85547  
(520) 474-3235

CUSTOMER: Gila County Treasurer  
Attn: Martha

DATE: March 2, 1998

OUR ORDER NO. 98-101

YOUR REFERENCE: FATCO

DESCRIPTION OF CHARGES: Judgment Lien & Limited Realty Report

CHARGES	CREDIT	BALANCE
\$45.00		\$45.00

PROPERTY LOCATION: N/A

Please return a copy of this invoice

3-13-98

OK. Martha Gonzalez

X-105-01-20300-6111

Voucher Number	_____
Vendor Number	_____
P.O. Number	_____
Invoice Number	98-101
Invoice Date	3-2-98
Account Number	X-105-01-203-00-6111
Amount	\$ 45.00
	\$
	\$
	\$
	\$

CHAIRMAN: \_\_\_\_\_

PIONEER TITLE AGENCY, INC.  
421 South Beeline Highway, Suite A-1  
P.O. Box 332  
Payson, AZ 85547  
(520) 474-3235  
Fax: (520) 474-1495

2

JUDGMENT LIEN and LIMITED REALTY REPORT

All reports issued hereunder are based upon a search of the stated indices for a stated purpose and for the period of time prescribed below. All such reports are without examination or report as to the sufficiency or validity of any instrument shown or considered on said search.

NUMBER 98-101 DATE January 2, 1998 AT 7:30 AM FEE \$45.00

ISSUED FOR THE SOLE USE AND BENEFIT OF the following named USER:

Gila County Treasurer  
Attn: Martha Ref No.: FATCO

Real Property in Gila County and Names under search:

Property: SEE EXHIBIT "A" ATTACHED

Names: First American Title

PIONEER TITLE AGENCY, INC. after completing the following search:

JUDGMENT LIEN REPORT

Indices searched--General Index in the Title Plant of the company's issuing office.  
Purpose--a showing of any unreleased money judgment(s) or tax lien(s) against persons or corporations named above which appear to constitute a lien on real property located in Gila County.

LIMITED REALTY REPORT

Indices searched--land indices in the Title Plant of the company's issuing office.  
Period of time--25 years next preceding date of this report.  
Purpose--showing apparent Record Owner and a list of recorded Deeds of Trust, Mortgages and Agreements of sale (only) not satisfied of record. A recorded Declaration of Homestead executed by the apparent Record Owner is shown if not later abandoned by said owner.

and in consideration of payment of its fee, and acceptance hereof with LIABILITY TO THE USER LIMITED TO THE AMOUNT OF SUCH FEE, reports the following information:

Apparent Record Owner: FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA

3

Unsatisfied encumbrances:

DEED OF TRUST given to secure the original amount shown  
below, and any other amount payable under the terms thereof;

Original Amount: NONE

Dated:

Recorded:

FEE NO.:

Trustor:

Trustee:

Beneficiary:

Declaration of Homestead: NONE

Affidavit of Affixture: NONE

Unsatisfied Liens or Judgments: NONE

TAX NOTE:

Year: 1997  
Parcel No.: 208-03-102-B-1  
District: 0150  
Total Tax: 516.37  
First half: 258.19  
Second half: 258.19  
Delinquent: NONE

PIONEER TITLE AGENCY, INC.

By Mike Stonfield

THIS REPORT REPRESENTS A LIMITED TITLE SERVICE AND NOT COVERAGE BY A POLICY OF  
TITLE INSURANCE.

Title insurance policies or guarantees if required and applicable, are available  
at the published rate for the type and amount required.

EXHIBIT "A"

5

TRUSTOR: FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA

LEGAL DESCRIPTION:

All and singular that certain lot, piece or parcel of land, lying and being in Lot 4, Block 79, Globe Townsite, Gila County, State of Arizona, and more particularly described as follows, to-wit:

Beginning at a point 50 feet South of the Northwest Corner of Lot 4, Block 79, on the East side of South Broad Street;  
running thence easterly 176.6 feet, more or less;  
thence Southerly 63 feet, more or less;  
thence Westerly along the South side line of said Lot 4, 176.6 feet, more or less, to the Easterly side line of South Broad Street;  
thence Northerly along the Easterly side line of South Broad Street, 63 feet, more or less, to the place of beginning, according to the official map of Globe Townsite, Gila County, Arizona.

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thence Southerly 50 feet;  
thence Westerly 20 feet;  
thence Northerly parallel to Broad Street 50 feet;  
thence Easterly 20 feet to the point of beginning, according to the official map of Globe Townsite, Gila County, Arizona.

**SUBJECT PROPERTY INFORMATION**

6

1) Property: , AZ  
 APN: 208-03-102B Use: VACANT LAND (NEC)  
 County: GILA, AZ Tax Area: 0150 Total Value: \$20,000  
 Census: 303.04 Prop Tax: \$502.96 Land Value: \$20,000  
 Sectional: Tax Yr: 1997 Imprv Value:  
 Phone: Assd Yr: 1997  
 Owner: FIRST AMERICAN TITLE AZ TRUSTE % Improve:  
 6944 &  
 Mail: 453 S MAIN AVE; TUCSON AZ 85701-2227 C007MARSHALL TANDY

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY: GILA COUNTY TREASURER  
 DATE: 07/06/1998 TIME: 09:00 PAGE #: 0007 OF 0007 FEE #: 1998 10195

**SALES INFORMATION**

LAST SALE: PRIOR SALE:  
 Record/Sale Date: 09/16/81 09/16/81  
 Sale Price/Type:  
 Document#: 546-696  
 Doc. Type: WARRANTY DEED  
 1st T.D./Type:  
 Finance:  
 Cash Down:  
 Lender:  
 Title Company:  
 Seller:  
 Transfer Doc#:  
 Transfer Type:

**IMPROVEMENTS**

Bldg/Living Area:  
 # Bldgs:  
 # Stories:  
 \$/SF (Last/Prior):  
 Yrblt/Eff:  
 Total Rms:  
 Ttl Baths/Fixt:  
 Pool:  
 Porch:  
 Ext Wall:  
 Roof Mat'l Type:  
 Air Cond:  
 Heating:  
 Parking:  
 Park Spaces:

**SITE INFORMATION**

Improve Type: Lot Size: A0.11  
 Zoning: Land Sqft: 4,792  
 County Use: 00-01 State Use:

Legal Subdiv: PT OF  
 Legal Blk/Bldg: 79  
 Legal Lot/Unit: 4

Legal: PT OF LOT 4 BLK 79 GLOBE TWNS COMM AT THE MOST WLY COR LOT 4; TH N 43D10'02" E 85' TO POB; T S 51D75'

Comments:

**ARF-3017**

**Regular Agenda Item 4. F.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: County Attorney

Fiscal Year: 2015 Budgeted?: No

Contract Dates January Grant?: No

Begin & End: 2012-/January  
2013

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Consideration of the lawsuit Carson Construction Inc. v. Gila County, CV 201500006 regarding the Pine Creek Canyon Road Construction Project. Pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4), the Board may vote to go into executive session to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

Background Information

Carson Construction Inc. received the contract to complete the Pine Creek Canyon Road Construction Project in 2012. Carson claims that it was delayed in the project because of issues involving utility easements which caused it to idle equipment and incur financial losses in the amount of \$155,019.00.

On November 18, 2014, the Board of Supervisors met in Executive Session regarding this issue. After reconvening into the BOS Regular Meeting, the Board voted to continue this issue to the December 2, 2014, Regular Meeting, and at that time it will consider voting to go into Executive Session to discuss this issue.

On December 2, 2014, the Board voted to deny Carson's claim.

On January 15, 2014, Carson filed an action in Gila County Superior Court making the same allegations that it previously made in its Claim.

Evaluation

Gila County needs to file an Answer to the Complaint.

Conclusion

Because Gila County has been served this Complaint, the Board of Supervisors should direct its attorney as to how to Answer the Complaint on behalf of Gila County.

Recommendation

The Board of Supervisors should go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

Suggested Motion

Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Complaint from Carson Construction (CV 201500006) regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.

**(Bryan Chambers)**

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Attachments

Denial Letter

Complaint

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## GILA COUNTY ATTORNEY

*Bradley D. Beauchamp*

February 3, 2015

Robert A. Shull, Esq.  
J. Gregory Cahill, Esq.  
Dickinson Wright, PLLC  
1850 N. Central Avenue  
Suite 1400  
Phoenix, Arizona 85004-4568

Re: Denial of Notice of Claim of Carson Construction Company, Inc.

Dear Mr. Shull and Mr. Cahill:

Please accept this letter as a denial of the notice of claim you filed October 3, 2014, on behalf of your client Carson Construction, Inc.

The Gila County Board of Supervisors voted unanimously on December 2, 2014, to deny Carson Construction's claim. While preparing the denial letter, Gila County was served with a Summons and Complaint regarding this Notice of Claim in *Carson Construction Company, Inc. v. Gila County* CV201500006.

Attached to this letter please find Gila County's Gila County's daily construction records. They are provided to give you the opportunity to review and evaluate your client's position as the facts of the case develop.<sup>1</sup> While the County maintains that the claim violates the Claims Statute, even if it did not, the County would still deny the claim. Your client may have an argument that can be made in good faith regarding whether the County waived its Claims Statute defense, however, your client failed to follow

<sup>1</sup>Commenting on an attorney's Rule 11 duties to review and reevaluate his client's position as the facts of the case developed, the Arizona Court of Appeals has held,

Allen had an obligation as an attorney to review and reevaluate his client's position as the facts of the case developed and—although he should have known at the outset that the claims were frivolous—if he did not know at the outset, as he became aware of information that should reasonably lead him to believe there was no factual or legal bases for his position, he was obligated to re-evaluate any earlier certification under Rule 11. See *Boone v. Superior Court*, 145 Ariz. 235, 241–42, 700 P.2d 1335, 1341–42 (1985); *Gilbert v. Board of Medical Examiners*, 155 Ariz. 169, 184–85, 745 P.2d 617, 632 (Ct.App.1987).

*Standage v. Jaburg & Wilk, P.C.*, 177 Ariz. 221, 230, 866 P.2d 889, 898 (Ct. App. 1993).

the dispute resolution provisions of the contract and therefore waived any claim to additional compensation. Even if your client had followed the dispute resolution provisions of the contract, its claims for damages are not even supported by its own flawed records. Although your client has never provided sufficient evidence for the County to evaluate any claim, the evidence it has provided contains obvious errors. Consequently, the County asks you to review this letter and the attached materials, and then to dismiss the action you have filed on behalf of your client.

**I. Carson's Claim violates the Claims Statute.**

Gila County notes that the claim accrued January 4, 2013. Consequently, the time to file a valid claim against Gila County pursuant to A.R.S. § 12-821.01 expired long before the October 3, 2014 claim was filed. The County understands that Carson claims that the County waived any claims statute violation defense by continuing to discuss the issue with Carson and by receiving Carson's daily project logs on June 17, 2014. The County notes that it had requested the daily project logs from the beginning of the project. The County doubts that Carson get around the County's Claims Statute defense by supplying the County project logs nearly a year and a half after project completion and long after it was first requested.

**II. Carson Failed to Follow the Dispute Resolution Provisions Mandated by the Contract.**

Section 30-09 of the Contract provides the dispute and resolution provisions of the contract. This provision mandates that if 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." The provision then requires the Contractor to provide a written notice with specific information if within two days the County Engineer and the Contractor are unable to resolve the issue. Section 30-09 then provides "[o]nly 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." If nothing else, your client's Notice of Claim filed nearly a year and a half after the completion of project evidences the fact that your client's issue was not quickly resolved. Hence, your client's only option was to pursue dispute resolution pursuant to MAG Specs Subsection 110.2.2 Dispute Resolution.

Additionally Section 30-09 provides:

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.***

Emphasis added.

MAG Specs Section 110.2.2(A) requires the Contractor to:

provide in writing the following information to the Engineer. If known, a cost analysis may be included with the information.

- (1) The date of occurrence and the nature and circumstances of the issue for which initial notice was given.
- (2) Name, title, and activity of each Contracting Agency or all other persons knowledgeable of the issue.
- (3) Identity of any documents and the substance of any oral communication related to the issue.
- (4) Basis for an assertion that the work required is a change from the original contract work or schedule.
- (5) Identity of particular elements of contract performance for which a change in compensation and/or time may be sought, including:
  - (a) Pay item(s) that have been or may be affected by the issue and any adjustments to unit price(s) that are required;
  - (b) Labor and/or materials that will be added deleted or wasted by the problem and what equipment will be idled or required;
  - (c) Delay and disruption in the manner and sequence of performance that has been or will be caused;
  - (d) Adjustments to delivery schedule(s), staging, and contract time due to the dispute and
  - (e) Estimate of the time within which the Contracting Agency must respond to the notice to minimize cost, delay, or disruption of issue.
- (6) Any other items or information germane to the dispute.
- (7) The Contractor's written certification, under oath, attesting to the following:
  - (a) The request is made in good faith.
  - (b) Supportive data is accurate and complete to the Contractor's best knowledge and belief.
  - (c) When provided, the amount requested accurately reflects the Contractor's actual cost incurred.

MAG Specs Section 110.2.2(A). Nothing that Carson Construction has provided, including the January 4, 2013, letter and attachments, comes even remotely close to satisfying the mandatory requirements of MAG Specs Section 110.2.2(A). Nothing Carson Construction submitted was certified under oath. MAG Specs Section 110.2.3 provides "***[t]he failure of the Contractor to comply with the requirements of this subsection constitutes a waiver of entitlement to additional compensation*** or a time extension." Emphasis added. Consequently, Carson's failure to follow the dispute resolution provisions of the contract and MAG Specs Section 110.2.2 means that Carson is barred by the contract from making its claim and that Carson has waived any entitlement to additional compensation that it might have had.

**III. Carson Failed to Notify the County in Writing Before Performing Any Additional Work As Required by the Contract and Thereby Waived Any Additional Compensation.**

Notwithstanding the dispute resolution procedures found in the Contract, Section 50-16, CLAIMS FOR ADJUSTMENT AND DISPUTES, contains a procedure that allows the Contractor to make a claim for additional compensation for work and materials not clearly provided in the Contract. The section reads as follows:

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.

....

Contract, Section 50-16, CLAIMS FOR ADJUSTMENT AND DISPUTES. (Emphasis added). Carson's first claim in writing did not come until its January 4, 2013, letter to the County. The letter was not only after this alleged extra work was performed but also after the entire project was completed. Additionally, the letter merely concludes that Carson was delayed due to utility conflicts. It completely fails to provide the County sufficient details to justify any additional compensation. Essentially, it proclaims Carson incurred a fifty percent reduction in production for the period June 25 through October 18, 2012, without even attempting to explain specifically how this occurred or submitting any records to substantiate the claim.<sup>2</sup> Nothing in the letter or the logs Carson later supplied nearly a year and a half later afforded the County the opportunity to have the contractor keep a strict account of the actual cost as required. Consequently, Carson agreed "to waive any claim for such additional compensation."

**III Carson's Claims Are Not Supported by Either Carson's or the County's Records.**

Even if Carson Construction's claims are not barred or waived by its failure to follow the dispute resolution provisions of the contract and the MAG Specs, Carson's claims are not supported either by the records Carson submitted or the County's own records.

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<sup>2</sup> Carson's letter of January 4, 2013, bases its claim in part on "Arizona Department of Transportation guidelines for idled equipment." I cannot find anywhere in the contract that references Arizona Department of Transportation guidelines for idled equipment.

**A. The Days of Delay Claimed by Carson have Obvious Errors.**

Carson claims delays of 29 working days between June 25 through August 13, 2012, based upon four ten hour days per week. While there would have normally been 29 working days during this period, Gila County records show that no work was done on Wednesday July 4 or Thursday July 5. Carson's log which was submitted long after the project was completed claims that Carson had ten employees working on the site July 4 working on three pieces of machinery. Carson's log for July 5 shows ten workers working on trenching but does not list any equipment used. The County believes that the County's records are correct for these dates and that it would be highly unusual for a contractor to work on July 4. However, if Carson worked on the project July 4-5 as claimed, neither day could be counted as a day of delay for which Carson would be entitled to compensation.

Additionally, Carson claimed 39 days between August 14 and October 18. For this period, Carson's logs do not claim that any work was performed on Labor Day, yet Carson is claiming some entitlement for compensation for work that was not performed on that day.

**B. Carson Failed to Explain How It Was Harmed by Alleged Utility Delays.**

Carson failed to explain in its claims how they were delayed by any alleged utility delay. Carson's daily logs for the period in question show that for most of these days, Carson had crews of up to ten employees doing various jobs associated with the contract. The logs do not mention employees being idled by utility delays. Even if there were some utility delays during this period, Carson would not be entitled to compensation for having idled workers if their workers were busy performing other contract assignments that had to be completed anyway. With the exception of June 25-26, July 13, August 3, 6, 7, 8, 9, 10,<sup>3</sup> and September 11, Carson's own logs show that it had crews working on the site doing tasks that were required by the contract. Most of these days show 8-12 employees working and do not specify any of them being idled. If Carson's employees were busy working on necessary contract tasks on the days Carson claims it was delayed, Carson is not entitled to additional compensation for being idled.

**C. Some of the Delays Were Caused by Carson.**

Some of the delays during this period were caused by Carson. Carson had to redo most of the waterline to repair leaks caused by Carson's faulty installation of the line. Additionally, Carson failed to properly anchor a culvert which led to it having to be replaced. Once replaced, it had to be replaced again because it was crushed when one of Carson's employees ran over it with a scraper.

---

<sup>3</sup> The County's records for these dates differs from Carson's records as follows:

- June 25 Carson was milling the road per Carson schedule remove AC scheduled to start on July 18: week of June 25 was water line.
- June 26 Carson installing pipe and digging water line.
- Aug. 3 Shows 1 employee on site (Rupert screening material in yard in the AM).
- Aug. 6 Shows 5 employees on site. Contractor working on drainage and installing ARV's (air release valve).
- Aug. 7 Shows 6 employees on site. Contractor working on drainage and driveway culverts.
- Aug. 8 Shows 8 employees on site. Nothing specific on log for work activity.
- Aug. 9 Shows 8 employees on site. Contractor working on sub-grade and installing culverts.
- Aug. 10 Shows 1 employee on site (Rupert screening material in yard).
- Sep. 11 No work rain day.

**D. Carson Is Not Entitled to Compensation for Idled Equipment.**

Carson provided the County with lists of idled equipment for both June 25 – August 13 and August 14 – October 18. Yet, as previously discussed, even according to Carson's own records, Carson's employees were usually fully employed using equipment performing contract tasks during these periods. Some but not all specific examples of problems with Carson's request for compensation for idled equipment include:

1. Carson's own projected start date for the paving was September 20. Yet, Carson claims it is entitled to nearly \$500.00 per day from August 14 through September 19--apparently for storing the paver on the job site. Even if Carson could now claim something for delays, there could be no valid claim for having a piece of equipment on the site before the scheduled use of the equipment.

2. When the paving did begin October 18, County logs show that Carson's paver broke down shortly after starting the machine, and Carson had to borrow a paver from the County to keep the project going. Carson is not entitled to compensation for paver that did not work. \$19,389.24 of Carson's \$155,019.38 claim against the County is attributed to this paver that did not work.

3. On both of Carson's idled equipment lists, Carson lists two John Deere 310 backhoes. Yet, as early as June 27 Carson's logs show use of a Cat 420 backhoe. The use of this Cat 420 backhoe appears regularly throughout the project during the periods Carson is claiming that it was delayed. The County is not obligated to pay Carson for two John Deere 310 backhoes that Carson chose to park on site when it actively used another backhoe to complete its work. \$8,375.56 of Carson's claim is attributed to these backhoes.

4. Carson was asked but never provided the County with project schedule updates. Gila County logs show that as early as July 19 Gila County asked Carson to provide a schedule of delays in writing. Carson never provided either schedule updates or a schedule of delays. In its January 4, 2013, letter and then again in the Notice of Claim, Carson claims \$116,751.11 for idled equipment but fails to provide dates for any specific piece of machinery that would indicate when it was first scheduled to be used and when, because of delays not caused by Carson, the machinery was actually used. Taking everything else in Carson's claim at face value, Carson at best could ask for compensation for the time it was delayed for each specific piece of machinery. Because Carson failed to provide schedule updates or a schedule of delays, it would be impossible to even calculate the amount of a claim for idled equipment.

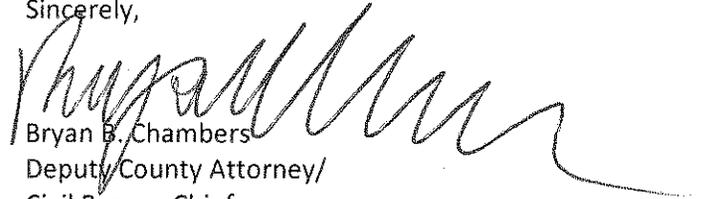
5. Carson's claim assumes that each piece of equipment on Carson's list was idle for the entire periods Carson claims it was delayed. Yet, some of the equipment was used during those periods. Additionally, Carson could not possibly have used all of the equipment it claimed was idle for each of the 68 days it claims it was delayed with the workforce that it had available to it. For most of the days in question, Carson had eight to ten workers on the site. If each worker was on a different piece of equipment at the same time, some of the equipment on Carson's list would have been idle even without delays. So some of the equipment Carson claimed was idle would have been idle anyway and was merely present at the site for Carson's

convenience. Consequently, there is no set facts that would entitle Carson to reimbursement for all of the equipment it claimed for the entire periods it claimed to be idle.

**IV. Conclusion.**

The County encourages you to dismiss your client's complaint. The County will seek attorney's fees and costs should this matter proceed to trial. This letter is not meant to waive any other defenses the County has to your Client's Complaint. Please feel free to contact me, if you would like to discuss this matter further.

Sincerely,



Bryan B. Chambers  
Deputy County Attorney/  
Civil Bureau Chief

1 Robert A. Shull (#003467)  
rshull@dickinsonwright.com  
2 Denise H. Troy (#012915)  
dtroy@dickinsonwright.com  
3 **DICKINSON WRIGHT PLLC**  
1850 North Central Avenue, Suite 1400  
4 Phoenix, Arizona 85004  
Phone: (602) 285-5000  
5 Fax: (602) 285-5100  
*Attorneys for Plaintiff Carson*  
6 *Construction Company, Inc.*

Copy of Original Filed  
In Gila County Superior Court

JAN 15 2015

ANITA ESCOBEDO, Clerk

7  
8 **SUPERIOR COURT OF ARIZONA**

9 **COUNTY OF GILA**

10 **CARSON CONSTRUCTION COMPANY,**  
INC., an Arizona corporation,

11 Plaintiff,

12 v.

13 **GILA COUNTY,** a political subdivision of  
14 the State of Arizona,

15 Defendant.

No. *CV201500004*

**COMPLAINT**

16  
17 For its Complaint against defendant Gila County (the "County"), plaintiff Carson  
18 Construction Company, Inc. ("Carson") alleges as follows:

19 **GENERAL ALLEGATIONS**

- 20 1. Carson is an Arizona corporation in good standing, with its principal place of  
21 business in Wickenburg, Arizona.
- 22 2. Carson is a general contractor duly licensed by the Arizona Registrar of  
23 Contractors, License Number 115769, and was so licensed at all times pertinent to the  
24 allegations in this Complaint.
- 25 3. The County is a political subdivision of the State of Arizona, organized under  
26 the laws of the State of Arizona.

1           4.     The events giving rise to this Complaint all occurred in Gila County, Arizona,  
2 and jurisdiction is proper in this Court.

3           5.     Carson entered into a contract with the County to perform a reconstruction  
4 project on Pine Creek Canyon Road (the "Project"). A copy of the Request for Invitation for  
5 Bids and Contract is attached hereto as Exhibit "1" and incorporated herein by this reference.

6           6.     Carson commenced work on the Project on or about May 9, 2012.

7           7.     Immediately upon commencement of the Project, Carson encountered delays  
8 due to undisclosed underground utilities.

9           8.     Carson started providing notice of these delays and its additional costs to the  
10 County no later than July 21, 2012.

11          9.     On or about August 28, 2012, Carson provided additional information to the  
12 County regarding ongoing delays, and requested an extension of time.

13          10.    The County did not provide a substantive response to Carson's requests.

14          11.    While awaiting the County's response, Carson's damages increased and its  
15 request for an extension of Contract Time increased from nine (9) to thirty-seven (37) days.

16          12.    Again, the County did not provide a substantive response.

17          13.    Nevertheless, Carson continued its work on the Project.

18          14.    After the Project was completed, Carson provided a detailed explanation to the  
19 County, in which it notified the County that the damages Carson had incurred due to these  
20 undisclosed utilities/differing site conditions were \$155,019.38.

21          15.    Continuously between January 2013, and August 2014, Carson and the County  
22 continued to engage in negotiations regarding Carson's claim.

23          16.    On or about August 13, 2014, the County notified Carson that Carson's time  
24 records were not consistent with those kept by the County, and requested more information.  
25 Exhibit "2" attached hereto and incorporated herein by this reference.

26          17.    In the August 13, 2014 letter, the County specifically noted that:

1 We would like to resolve this issue at the business level, as opposed  
2 to the legal level, as we did during the project. . . . We would like to  
continue to work with you to resolve this claim.

3 *Id.*

4 18. Carson requested the records to which the County referred in the August 13,  
5 2014 letter, but the County did not provide them.

6 19. After the County refused to provide records it claimed “differed from” those  
7 provided by Carson, Carson put the County on notice that it could not continue to negotiate  
8 and that, if a resolution of the claim was not reached by August 29, 2014, Carson would  
9 formally pursue its claim. Exhibit “3” attached hereto and incorporated herein by this  
10 reference.

11 20. Under the express terms of the contract, Carson was required to “make every  
12 effort to resolve” disputed issues with the County prior to making a formal claim. Exhibit  
13 “1”, at p. GP 14, Section 30-09.

14 21. Carson determined that it had made every effort to resolve the issue when the  
15 County refused to provide the information in August 2014, and that it was no longer  
16 precluded from pursuing this claim.

17 22. On or about October 3, 2014, Carson served upon the County a Notice of  
18 Claim pursuant to A.R.S. § 12-821.01 (the “Notice of Claim”). A copy of the Notice of  
19 Claim is attached hereto as Exhibit “4” and is hereby incorporated herein by this reference.  
20 More than sixty (60) days have elapsed since Carson served the Notice of Claim, and  
21 pursuant to A.R.S. § 12-821.01(E), Carson’s claim has been deemed denied by the County.

22 **COUNT ONE**  
23 **(Breach of Contract)**

24 23. Carson incorporates the allegations in Paragraphs 1 through 22 of this  
25 Complaint as though fully set forth herein.



1           34.    At all times prior to August 2014, Carson negotiated with the County in good  
2 faith.

3           35.    At no time prior to August 2014 did the County advise Carson that its claim  
4 had been denied or that its claim was time-barred.

5           36.    Indeed, at all times, the County encouraged Carson to continue negotiating the  
6 claim and expressly stated it wanted to avoid litigation.

7           37.    Carson relied on the County's continued interest in resolving the claim without  
8 litigation or submitting the formal claim contemplated by A.R.S. § 12-821.01 and that  
9 reliance was reasonable.

10          38.    It was only after Carson served the Notice of Claim in October 2014 that the  
11 County raised the issue of the timeliness of the notice.

12          39.    Pursuant to A.R.S. § 12-1831 *et seq.*, this Court has the power to "declare  
13 rights, status, and other legal relations" of the parties to this action.

14          40.    A justiciable dispute has arisen between Carson and the County as to whether  
15 the County is equitably estopped from asserting the affirmative defense that the Notice of  
16 Claim was untimely.

17          41.    An actual existing and bona fide controversy exists as to the rights and legal  
18 relations of the parties that can only be determined by a declaratory judgment.

19          42.    Carson is entitled to an award of attorneys' fees pursuant to A.R.S. § 12-341.01  
20 or otherwise.

21           **WHEREFORE**, Carson requests judgment against the County as follows:

22           A.    Declaring that the County is equitably estopped from raising the affirmative  
23 defense that the Notice of Claim was untimely;

24           B.    For damages in an amount to be proven at trial;

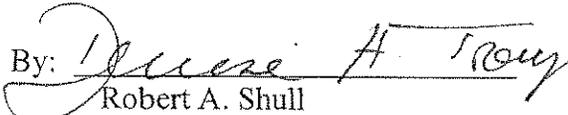
25           C.    For interest thereon at the rate of twelve percent (12%) per annum, pursuant to  
26 A.R.S. § 34-221;

1 D. For its attorneys' fees and costs, pursuant to A.R.S. §§ 12-341.01 and 12-341,  
2 respectively; and

3 E. For such other relief as this Court deems just and proper.

4 DATED this 14<sup>th</sup> day of January, 2015.

5 **DICKINSON WRIGHT PLLC**

6  
7 By: 

8 Robert A. Shull  
9 Denise H. Troy  
10 1850 North Central Avenue  
11 Suite 1400  
12 Phoenix, Arizona 85004  
13 *Attorneys for Plaintiff Carson*  
14 *Construction Corporation, Inc.*

15 PHOENIX 53393-8 192426

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**ARF-3034**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates 03-03-15 to      Grant?: Yes

Begin & End: 06-30-15

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Grant Award Contract CNA15-430 from the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program for Tasers.

Background Information

On January 13, 2015, Payson Regional Constable, Colt White, learned of a grant opportunity offered by the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program. The Constable Ethics, Standards & Training Board (CESTB) was accepting grant applications through noon on Friday, January 16, 2015, to provide funding for equipment and training.

Once Constable White became aware of the grant funding opportunity, there was not enough time to get the application on the Board of Supervisors' meeting agenda and be able to meet the application deadline. On January 15, 2015, Constable White hand delivered a grant application in the amount of \$4,884.95 to the CESTB, for the purchase of four tasers with holsters, download kits, battery packs and cartridges.

Evaluation

The objective of the grant application is to receive funding to purchase four tasers with holsters, download kits, battery packs and cartridges for the safety and security of the Constables in Gila County. The purchase of the tasers will aid in providing the Constables a degree of confidence regarding their protection in a hazardous duty situation, which allows them to execute their duties and responsibilities in the service of court-related documents in a timely, safe, and secure manner.

On January 22, 2015, Gila County was notified by letter that the grant application had been awarded in the amount requested, \$4,884.95. Along with the notification letter, Grant Award Contract No. CNA15-430 was sent to Gila County for execution. Per the provisions of the grant award contract, Gila County agrees to retain, and require each subcontractor to retain, all records relating to this contract for a period of five years; and include with each reimbursement request a budget report and a brief narrative report. On a quarterly basis, until the project is completed and the contract is

terminated, Gila County is required to submit to CESTB, a budget report and a narrative report, which shall include budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. This grant does not require in-kind expenditures. The grant award will be disbursed as reimbursement for expenses incurred in the completion of the project.

### Conclusion

The Gila County Constables Office has been awarded a grant from the State of Arizona Constable Ethics, Standards & Training Board, in the amount of \$4,884.95 to purchase four tasers with holsters, download kits, battery packs and cartridges. The purchase of this equipment will aid in providing an additional measure of safety and security for the Constables during the performance of their duties.

### Recommendation

It is the recommendation of the Gila County Constables Office that the Board of Supervisors approve and accept Grant Award Contract CNA 15-430, from the State of Arizona Constable Ethics, Standards & Training Board, in the amount of \$4,884.95 for the purchase of four tasers with holsters, download kits, battery packs and cartridges, for the period of March 3, 2015 through June 30, 2015.

### Suggested Motion

Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$4,884.95 to purchase four tasers with holsters, download kits, battery packs and cartridges; accept the grant award in the amount of \$4,884.95; and authorize the Chairman's signature on Grant Award Contract No. CNA15-430.

---

### Attachments

Grant Award Contract No. CNA 15-430-Tasers

Grant Application for Tasers

Legal Explanation

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**State of Arizona  
Constable Ethics, Standards & Training Board**

January 22, 2015

Constable Colt White  
Gila County Constables  
108 W Main  
Payson, AZ 85541

Dear Constable White:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board for purchase of tasers in the amount of **\$4,884.95** has been approved for funding. In order to advance your project and receive funding, the requisite contract must be completed and executed by the authorized individual in your county.

Please find enclosed a copy of the Grant Award Contract for Grant No. **CNA15-430**. The contract must be completed and signed by the authorized individual in your county and returned to the Constable Ethics, Standards & Training Board at the above listed address. Upon receipt, funds will be encumbered for your project and, as called for in your approved proposal, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project. Please make a copy for your records.

Again, congratulations on your funding award.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Unmacht".

Tracy Unmacht  
Administrator



**CONSTABLE ETHICS,  
STANDARDS & TRAINING BOARD**

**GRANT AWARD CONTRACT**

**GRANT NO. CNA15-430**

**Project Title:** Equipment Grant FY15 Cycle II *Tasers*

**Grant Award Amount:** *\$ 4,884.95*

**This Agreement Shall Become Effective:** Upon the date it is executed by both parties.

**Termination Date:** (*THIS IS THE ESTIMATED PROJECT COMPLETION DATE*): June 30, 2015

**TERMS OF AGREEMENT**

This Grant Award Contract is entered into by *Gila County* (GRANTEE), and the ARIZONA CONSTABLE ETHICS, STANDARDS & TRAINING BOARD (DEPARTMENT), through its Chairman pursuant to authority granted to the Department by A.R.S. § 22-137 (B)(2) and (4) and A.R.S. § 22-138(B)(1) and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual and statutory regulations governing the expenditure of CESTB funds.

This Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		DEPARTMENT	
<b>Signature of Authorized Individual</b>	<b>Date</b>	<b>Signature of Authorized Individual</b>	<b>Date</b>
		<i>W. Scott Tipton</i>	<i>1-21-15</i>
<b>Typed Name &amp; Title (BELOW):</b>		<b>Typed Name &amp; Title (BELOW):</b>	
Michael A. Pastor Chairman of the Board of Supervisors		Scott Tipton, Chairman	

## GENERAL PROVISIONS

### Definitions

As used throughout this Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Chairman" means the agency head of the Constable Ethics, Standards & Training Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
2. "Deliverables" means the reports, documentation, and other materials developed for submission to the Department by the Grantee in the course of the Grantee's performance under this Contract.
3. "Department" means the State of Arizona Constable Ethics, Standards & Training Board.
4. "Firearms Training" means AZPOST approved firearms training programs that advance compliance with statutorily mandated training and advancement of capacity to perform duties.
5. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this contract.
6. "Grant Agreement" or "Contract" means this Equipment Grant Award Contract between the Department and Grantee.
7. "Grant Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
8. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
9. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.
10. "Administrator" means the Constable Ethics, Standards & Training Board staff person delegated by the Director to administer this Contract.
11. "Records" means all books, accounts, reports, receipts, files and other records relating to this Contract.
12. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
13. "Shall" means what is mandatory.
14. "State" means the State of Arizona, including the Constable Ethics, Standards & Training Board.
15. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Administrator by the Grantee.

### **General Requirements**

1. This contract shall be governed by and constructed in accordance with the laws of the State of Arizona.
2. GILA COUNTY (Grantee) shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this contract; and responsible for compliance with all applicable local, state, and federal laws.

### **Relationship of the Parties**

The parties agree that the grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Department or the State of Arizona as a result of this contract. The grantee is solely responsible for the planning, design, scope, and implementation of the project funded through this contract. Neither the department nor the State of Arizona is responsible for any liabilities resulting from the grantee's planning, design, scope of work, implementation or performance of the project funded through this contract.

### **No Waiver**

Either party's failure to insist on strict performance of any term or condition of this contract 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 to it.

### **Audit of Records**

Pursuant to A.R.S. § 35-214, GILA COUNTY (Grantee) shall retain and shall contractually require each subcontractor to retain all records relating to this contract for a period of five years after completion of the contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the grantee shall produce the original of any or all such records.

### **Indemnification**

The grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, 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 cost 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 the grantee 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 the Grantee 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 the grantee from and against any and all claims. It is agreed that the grantee 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 grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the grantee and the department. This indemnity shall not apply if the grantee or subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona. The grantee shall indemnify and hold harmless the State of Arizona against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or used by the State of Arizona for materials furnished or work performed under this contract. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

### Resolution of Differences

1. Disputes arising during the performance of this contract will be resolved to the maximum extent possible through cooperation and coordination of the grantee and the department. If the grantee and the department are unable to resolve the differences or circumstances require an immediate decision, the department will refer the dispute to the director for resolution. Appeals to decisions made by the director may be taken in accordance with A.R.S. § 41-2704.
2. To the extent required by A.R.S. § 12-133 and § 12-1518, the department and grantee agree to use arbitration to resolve any disputes arising out of this contract, with each to bear its own attorneys' fees and costs.
3. Disputes arising out of this contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

### Stop Work Notice

In the event of unapproved changes in the scope of work, performance or changes outside the scope of the contract, illegal or unpermitted activities, or other material discrepancies between the contract and the grantee's activities, the department reserves the right to issue notice to the grantee to stop work. The notice will further specify that the department will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the department.

### Project Period

The department agrees to reimburse GILA COUNTY (Grantee) for work activities performed during the project period as described in this contract. The department is not required to reimburse grantee for any work activities initiated prior to execution of this contract or after the project period has elapsed. The department may extend the project period, if requested by the grantee by executing a contract amendment (see **Amendments**, on pg.6).

### Termination of Contract

1. Suspension or Debarment. The State of Arizona may, by written notice to the grantee, immediately terminate this grant agreement if the State determines that the grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this contract shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify the department.
2. Termination for Convenience. The department reserves the right to terminate this contract in whole or in part at any time, when in the best interests of the State of Arizona, without penalty or recourse. Upon receipt of written notice of termination, the grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the department. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under this contract shall become the property of and be delivered to the department. The grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default. The department reserves the right to terminate this contract in whole or in part due to the failure of the grantee to comply with any term or condition of this contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The department shall provide written notice of the termination and the reasons for it to the grantee.
4. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination. Termination of this contract does not prohibit the grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the grantee.

### **Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State may cancel this grant agreement within 3 years after grant agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the grant agreement on behalf of the State is or becomes at any time while the grant agreement or an extension of the grant agreement is in effect an employee of or a consultant to any other party to this grant agreement with respect to the subject matter of the grant agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant agreement as provided in A.R.S. § 38-511.

### **Non-Discrimination**

The Grantee shall comply with 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. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **Payments**

1. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the grantee unless otherwise amended.
2. Actual cost, reimbursement and advance. All payments made under this contract shall be by actual cost.
  - a. Payments under the contract shall be by actual cost and reimbursement. The grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the scope of work.
  - b. The grantee may request advance payment of partial grant funds. The grantee shall submit written justification to the department explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to department approval. If advance payment is made, the grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, grantee must reimburse the department any advances paid that were in excess of actual costs of implementing the grant project.
3. Each payment is conditioned upon receipt and approval by the department of the deliverable(s) specified in the scope of work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The department has the right to disallow contributions determined inappropriate or unreasonable. The department shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. If the department determines that the grantee is in default in the performance of any obligation under this contract, the department may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. In order to receive payment under any resulting grant agreement, the grantee shall have a current IRS-W9 Form on file with the department.

**Recoupment of Payments**

The grantee shall reimburse the department for all grant funds determined by the department not to have been spent in accordance with the terms of this contract.

**Notices**

Whenever notice is required pursuant to this contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the scope of work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this contract, notice shall be delivered in person or by certified mail, return receipt requested.

**Amendments**

The grant agreement shall be modified only through a grant agreement amendment by mutual written consent executed by the department and the grantee. Unauthorized changes to this grant agreement shall be void and without effect, and the grantee shall not be entitled to any claim under this grant agreement based on those changes.

**Subcontractors**

1. Subcontractors or consultants may be used in the performance of tasks described in the scope of work of this contract. The grantee shall not enter into any subcontract under this grant agreement without consideration for impact on the project. The grantee shall report any subcontract awards or changes as part of that calendar year's narrative report.
2. Any subcontractor or consultant participating in this contract shall comply with the terms and conditions of this contract, as set forth in the general provisions and scope of work.

**Assignments**

The grantee shall not assign any obligations under the general provisions of this contract to another party without prior written approval of the department.

**Severability**

The provisions of this grant agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant agreement.

**Incorporation of Grant Application**

The grantee's approved grant application is incorporated by reference as part of this contract; however, the terms of this contract shall take precedence over the terms of the approved grant application in the event of conflict or ambiguity.

**Equipment**

1. Equipment shall be the property of the grantee, and the grantee shall be responsible for maintenance and safekeeping of such equipment.
2. Equipment shall be used only for the purposes of this contract.
3. The grantee shall not execute a lease of equipment without the prior approval of the department.

**Ownership of Information**

1. Title to all documents, reports and other materials prepared by the grantee in performance of this grant agreement shall rest in the department, except for copyrighted material prepared in advance of this grant agreement by the grantee at the expense of the grantee. The department shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under

this grant agreement, except for copyrighted material. The grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this grant agreement.

2. The grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant agreement performance or use by the State of materials furnished or work performed under this grant agreement. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

### **Grantee's Representation and Warrants**

All representations and warranties made by the grantee under this contract shall survive the expiration or termination of this contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5. The grantee warrants, in accordance with Executive Order 2005-30, that it is in compliance with all federal immigration laws and regulations and agrees to require all subcontractors to execute a similar warranty. The parties agree that the breach of such warranty shall be deemed a material breach of this contract and that the State retains the right to inspect the papers of any employee who works on the contract to ensure compliance with such warranty.

### **Integration**

This contract constitutes the entire agreement between the department and grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

### **Survivability Clause**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the grantee.

### **Third Party Anti-Trust Violations**

The grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the grantee toward fulfillment of this contract.

## SCOPE OF WORK

**Effective Date:** This contract shall become effective upon the date it is executed by both parties.

**Term:** This contract shall terminate on **June 30<sup>th</sup>, 2015**.

### Notices, Correspondence, Reports and Payments:

Notices, correspondences and payments on behalf of the department to the grantee shall be sent to:

- Grantee Name: GILA COUNTY
- Grantee Mailing Address: 1400 E. ASH
- Grantee City: GLOBE
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928-425-3231
- Grantee Fax Number: 928-402-4343
- Grantee E-Mail Address: J.HESSENIUS@GILACOUNTYAZ.GOV

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all deliverables from the grantee to the department shall be sent to:

- Constable Ethics Standards & Training Board  
PO Box 13116  
Phoenix, Arizona 85002  
Telephone: 602-343-6280  
Facsimile: 602-712-1252  
E-mail: cestb@azcapitolconsulting.com

### Deliverables

1. Included with every reimbursement or payment request, the grantee shall submit to the department a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain department pre-approval before any funds are relocated within the original/approved budget in the grant application. The grantee is responsible for responding to any inquiries from the department.
2. The grantee shall identify the grant contract number and task number(s) completed in all reports submitted to the department.
3. On a quarterly basis, until the project is completed and the contract is terminated, the grantee shall submit to the department a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. **Reports must be sent to the department by the last day of each quarter following the execution of the contract.**
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State of Arizona. The department will not disburse final payment until the final report and all requirements of the grant agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The grantee shall include the following language in all reports prepared for this contract and in any publication of reports or results generated with the financial support of the Constable Ethics Standards & Training Board:
  - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
  - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

**SCOPE OF WORK**  
**ADDENDUM A**

The scope of work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

#### **IV. Grant Application Package Materials**

This section reflects the Grant Application itself. Please respond to each of the requests below in the required fields. **TIPS:** Be thorough. The Board seeks assurance of fiscal and performance responsibility from grant applicants in the form of a well-prepared, thorough request for funding.

##### **A. Statement of Applicant Eligibility**

**Instructions:** Please describe the nature of your organization and explain how it is eligible to apply for the Constable Ethics, Standards & Training Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach evidence of your eligibility as documented exhibits.

**The Gila County Constables Offices are responsible for the service of civil and criminal court documents arising out of the Gila County Consolidated Justice Courts and other courts of competent authority. The Gila County Board of Supervisors has established a writ fee in accordance with A.R.S. 22-138 (RESOLUTION NO 08-08-01) a copy of which is attached for review. This fee was established in July 2008 and remains in effect therefore the Gila County Constables Offices are eligible to receive equipment grant funding in this cycle.**

## **B. Project Proposal Form**

**Instructions:** Please describe completely the project you propose to complete if awarded the Constable Ethics, Standards and Training Board Equipment Grant. Be complete in your description of the project. **At a minimum** your response to this form must contain:

- A detailed description of the proposed project.
  - **The Gila County Constables Offices would like to purchase four (4) TSR X26P BLK Class III Tasers along with Holsters, Download Kits, Battery Packs and Cartridges.**
  
- An explanation of needs for equipment purchases.
  - **The Purchase of these items improves the safety and security of the Constable by providing Tasers, which provides protection against a deadly force encounter.**
  
- An explanation of outcomes to be expected from the funding proposal.
  - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**
  
- An explanation of how grant funds will be used (this is not a substitute for the Project Budget required in Section IV C.)
  - **The Objectives of grant funding is to provide four (4) TSR X26P BLK Class III Tasers along with Holsters, Download Kits, Battery Packs and Cartridges for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.**

**C. Project Budget**

Enter the FY15 Equipment Grant Objectives that relate to this project and funding. Please identify a projected date for accomplishing each task associated with expending the funding.

**The Objectives of grant funding is to provide four (4) TSR X26P BLK Class III Tasers along with Holsters, Download Kits, Battery Packs and Cartridges for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.**

Enter a description and outline of equipment to be purchased if granted funding.

- **TSR X26P BLK Class III Laser**
- **BLD X26P HLST LH BLK**
- **TSR X2 Dataport Download Kit**
- **TSR Performance Power Mag PPM**
- **TSR Cart M26/X26 25ft XP**

Projected Number of Constables to Benefit from Equipment Purchases:

**Four (4), - two (2) Constables and two (2) Deputy Constables.**

Please enter all estimated expenditures (including tax) from three (3) different vendors. (Please attach all supporting bid documentation.)

**\*\*NOTES\*\***

**THE GILA COUNTY CONSTABLES OFFICES ARE UNABLE TO PROVIDE THREE SEPARATE QUOTES FOR THE PURCHASE OF THE ITEMS. THE ATTACHED QUOTE IS FROM PRO FORCE LAW ENFORCEMENT WHICH IS THE VENDOR IN GILA COUNTY FOR TASERS.**

• <b>TSR X26 BLK CLASS III LASER – 4 @ \$899.95/each</b>	<b>TOTAL</b>	<b>\$3,599.80</b>
• <b>BLD X26P HLST LH BLK – 4 @ \$51.50/each</b>	<b>TOTAL</b>	<b>\$206.00</b>
• <b>TSR X2 DATAPORT DOWNLOAD KIT – 2 @ \$164.75/each</b>	<b>TOTAL</b>	<b>\$329.50</b>
• <b>TSR PERFORMANCE POWER MAG PPM – 4 @ \$54.50/each</b>	<b>TOTAL</b>	<b>\$218.00</b>
• <b>TSR CART M26/X26 25FT XP – 8 @ \$27.30/each</b>	<b>TOTAL</b>	<b>\$218.40</b>
	<b>HANDLING</b>	<b>\$22.95</b>
	<b>TAX</b>	<b>\$290.30</b>

**GRAND TOTAL \$4,884.95**

Please enter all funding sources and amounts that will be utilized to complete this project by the projected completion date.

**Funding for this application is primarily grant funding. In the event pricing or shipping costs are higher than projected the Gila County Constables Offices will offset any additional funding necessary for the purchase of this equipment.**

#### **D. Project Performance Measures**

**Instructions:** Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Constable Ethics, Standards & Training Board, will become provisions of your grant contract if the Applicant is selected as a CNA EG Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Grant Manual. **Minimum performance measurements for each project shall include:**

1. The total number of Constables & Deputy Constables that will benefit from the equipment funding.
  - **Four (4), - two (2) Constables and two (2) Deputy Constables**
2. Please explain the estimated savings of your local government entity by award of CNA EG.
  - **Gila County will save approximately \$4,884.95**
3. Please identify the improved safety of Constables & Deputy Constables in their required duties.
  - **The purchase of these items improves the safety and security of the Constable by providing Tasers, which provides protection against a deadly force encounter.**
4. Please explain the improved execution of Constable duties and responsibilities by purchase of equipment being requested.
  - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**

**E. Request for Advance Payment & Justification**

**Instructions:** As described in the Grant Manual, grant awards are disbursed as reimbursements for expenses incurred in the completion of projects. However, the Constable Ethics, Standards & Training Board may consider requests for Advance Payment of funding pursuant to the provisions of the Grant Manual. If you require Advance Payment, please identify what portion of the project budget is being requested in advance and clearly explain in great detail the reason(s) why advancement is required for the completion of the project. **NOTE:** If your request for advance payment is approved, you will be subject to the terms outlined in Section III, Subsection B, paragraph 2.

**The Gila County Constable’s offices are not requesting advance payment.**

A handwritten signature in black ink, appearing to read 'Colt White', is written over a horizontal line. The signature is stylized and somewhat illegible.

**White, Colt  
Payson Regional Constable  
Gila County, Arizona**

When recorded,  
return to:  
Marian Sheppard, BOS  
(8/4/08 #9I)

**RESOLUTION NO. 08-08-01**

**AMENDING RESOLUTION NO. 06-10-01 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY SHERIFF AND CONSTABLES TO CHARGE IN CIVIL CASES A ~~\$2.00~~ \$5.00 FEE FOR EVERY WRIT SERVED ON BEHALF OF THE JUSTICE OF THE PEACE TO BE DEPOSITED INTO THE CONSTABLE ETHICS COMMITTEE FUND.**

**WHEREAS**, the State of Arizona has established the Constable Ethics Committee Fund pursuant to A.R.S. § 22-136; and

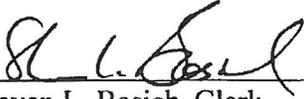
**WHEREAS**, A.R.S. § 11-445(A)(17) requires the Board of Supervisors in civil cases to establish a fee not to exceed \$5.00 for every writ served on behalf of a Justice of the Peace to be deposited in the Constable Ethics Committee Fund established pursuant to A.R.S. § 22-136.

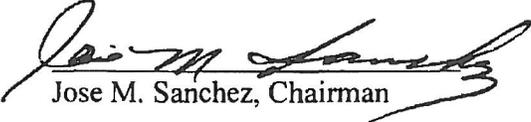
**NOW, THEREFORE, BE IT RESOLVED THAT** by this Resolution of the Gila County Board of Supervisors it is ordered and declared establishing in civil cases a ~~\$2.00~~ \$5.00 fee for every writ served on behalf of a justice of the peace to be deposited in the Constable Ethics Fund established pursuant to A.R.S. § 22-136.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of July 2008.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Steven L. Besich, Clerk

  
\_\_\_\_\_  
Jose M. Sanchez, Chairman

Approved as form:

  
\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89  
Tel: (928) 776-7192  
sales@proforceonline.com  
FFL # 9-96-026-01-4G-00508

Prescott, AZ 86301  
Fax: (928) 448-3488  
www.proforceonline.com

QUOTE# PAGE

P R I C E

249223

1

Q U O T E

SHIP DATE

A.S.A.P.

SOLD  
TO

GILA COUNTY CONSTABLES OFFICE  
1400 EAST ASH STREET  
GLOBE AZ 85501

SHIP  
TO

GILA COUNTY CONSTABLES OFFICE  
KIMBERLY RUST  
1400 EAST ASH STREET  
GLOBE AZ 85501

928-425-8386

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	01/08/15	023564	A	DAN RYAN	FX G-FOB	ORIGIN
QTY. QUOTED	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE

4	11002	TSR X26P BLK CLASS III LASER	899.9500	EA	.00	3,599.80
4	11500	BLD X26P HLST LH BLK	51.5000	EA	.00	206.00
2	22013	TSR X2 DATAPORT DOWNLOAD KIT	164.7500	EA	.00	329.50
4	22010-TSR	TSR PERFORMANCE POWER MAG PPM	54.5000	EA	.00	218.00
8	44203	TSR CART M26/X26 25FT XP	27.3000	EA	.00	218.40

This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to [sales@proforceonline.com](mailto:sales@proforceonline.com). For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and FAX to 928-445-3468.

COMMENT

TERMS

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89  
Tel: (928) 776-7192  
sales@proforceonline.com  
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301  
Fax: (928) 446-3468  
www.proforceonline.com

QUOTE# PAGE

PRICE

249223 2

QUOTE

SHIP DATE

A.S.A.P.

SOLD  
TO

GILA COUNTY CONSTABLES OFFICE  
  
1400 EAST ASH STREET  
GLOBE AZ 85501

928-425-8386

SHIP  
TO

GILA COUNTY CONSTABLES OFFICE  
KIMBERLY RUST  
1400 EAST ASH STREET  
GLOBE AZ 85501

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	01/08/15	023564	A	DAN RYAN	FX G-FOB ORIGIN	
QTY. QUOTED		ITEM NO./DESC.		UNIT PRICE	DISC.	NET PRICE

-  
-  
Printed Name: \_\_\_\_\_  
-  
Date: \_\_\_\_\_ P.O.: \_\_\_\_\_  
-  
Signature: \_\_\_\_\_

COMMENT	SALES AMOUNT	4,571.70
FOR KIM RUST		
<u>KRUST@GILACOUNTYAZ.GOV</u>	HANDLING	22.95
BY FRANK BERBERICH	6.350% SALES TAX	290.30
TERMS DUE NET 30 DAYS	SUB TOTAL	4,884.95



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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-3035**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates 03-03-15 to      Grant?: Yes

Begin & End: 06-30-15

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Grant Award Contract No. CNA15-431 from the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program for Vests.

Background Information

On January 13, 2015, Payson Regional Constable, Colt White, learned of a grant opportunity offered by the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program. The Constable Ethics, Standards & Training Board (CESTB) was accepting grant applications through noon on Friday, January 16, 2015, to provide funding for equipment and training.

Once Constable White became aware of the grant funding opportunity, there was not enough time to get the application on the Board of Supervisors' meeting agenda and be able to meet the application deadline. On January 15, 2015, Constable White hand delivered a grant application in the amount of \$2,853.84 to the CESTB, for the purchase of two ballistic vests with carriers.

Evaluation

The objective of the grant application is to receive funding to purchase two ballistic vests, along with carriers, to replace body armor currently expired. The purchase of the vests will improve the safety and security of the Constables, by replacing expired ballistic vests, which provide protection against a deadly force encounter.

On January 22, 2015, Gila County was notified by letter that the grant application had been awarded in the amount requested, \$2,853.84. Along with the notification letter, Grant Award Contract No. CNA15-431 was sent to Gila County for execution. Per the provisions of the grant award contract, Gila County agrees to retain, and require each subcontractor to retain, all records relating to this contract for a period of five years; and include with each reimbursement request a budget report and a brief narrative report. On a quarterly basis, until the project is completed and the contract is terminated, Gila County is required to submit to CESTB, a budget report and a narrative report, which shall include budget expenditures, in-kind expenditures and a

narrative detailing how grant funds were used to achieve project objectives to date, as outlined by the grantee in the grant application. This grant does not require in-kind expenditures. The grant award will be disbursed as reimbursement for expenses incurred in the completion of the project.

### Conclusion

The Gila County Constables Office has been awarded a grant from the State of Arizona Constable Ethics, Standards & Training Board, in the amount of \$2,853.84 to purchase two ballistic vests and carriers, to replace expired body armor. The purchase of this equipment will aid in providing an additional measure of safety and security for the Constables during the performance of their duties.

### Recommendation

It is the recommendation of the Gila County Constables Office that the Board of Supervisors approve and accept Grant Award Contract CNA15-431, from the State of Arizona Constable Ethics, Standards & Training Board, in the amount of \$2,853.84, for the purchase of two ballistic vests and carriers, for the period of March 3, 2015 through June 30, 2015.

### Suggested Motion

Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$2,853.84 to purchase two ballistic vests with carriers; accept the grant award in the amount of \$2,853.84; and authorize the Chairman's signature on Grant Award Contract No. CNA15-431.

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### Attachments

Grant Award Contract No. CNA 15-431-Vests

Grant Application for Ballistic Vests

Legal Explanation

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**State of Arizona  
Constable Ethics, Standards & Training Board**

January 22, 2015

Constable Colt White  
Gila County Constables  
108 W Main  
Payson, AZ 85541

Dear Constable White:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board for purchase of ballistic vests in the amount of **\$2,853.84** has been approved for funding. In order to advance your project and receive funding, the requisite contract must be completed and executed by the authorized individual in your county.

Please find enclosed a copy of the Grant Award Contract for Grant No. **CNA15-431**. The contract must be completed and signed by the authorized individual in your county and returned to the Constable Ethics, Standards & Training Board at the above listed address. Upon receipt, funds will be encumbered for your project and, as called for in your approved proposal, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project. Please make a copy for your records.

Again, congratulations on your funding award.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Unmacht".

Tracy Unmacht  
Administrator



**CONSTABLE ETHICS,  
STANDARDS & TRAINING BOARD**

**GRANT AWARD CONTRACT**

**GRANT NO. CNA15-431**

**Project Title:** Equipment Grant FY15 Cycle II

**Grant Award Amount:** \$ 2,853.84

**This Agreement Shall Become Effective:** Upon the date it is executed by both parties.

**Termination Date:** (THIS IS THE ESTIMATED PROJECT COMPLETION DATE): June 30, 2015

**TERMS OF AGREEMENT**

<p>This Grant Award Contract is entered into by <u>Gila County</u> (GRANTEE), and the ARIZONA CONSTABLE ETHICS, STANDARDS &amp; TRAINING BOARD (DEPARTMENT), through its Chairman pursuant to authority granted to the Department by A.R.S. § 22-137 (B)(2) and (4) and A.R.S. § 22-138(B)(1) and in accordance with A.R.S. § 41-2701 <i>et seq.</i> The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual and statutory regulations governing the expenditure of CESTB funds.</p> <p>This Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.</p>			
<p>The parties hereto agree to carry out the Provisions of this Grant Award Contract.</p>			
<b>GRANTEE</b>		<b>DEPARTMENT</b>	
<b>Signature of Authorized Individual</b>	<b>Date</b>	<b>Signature of Authorized Individual</b>	<b>Date</b>
		<i>W. Scott Tipton</i>	1-21-15
<b>Typed Name &amp; Title (BELOW):</b>		<b>Typed Name &amp; Title (BELOW):</b>	
Michael A. Pastor Chairman of the Board of Supervisors		Scott Tipton, Chairman	

## GENERAL PROVISIONS

### Definitions

As used throughout this Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Chairman" means the agency head of the Constable Ethics, Standards & Training Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
2. "Deliverables" means the reports, documentation, and other materials developed for submission to the Department by the Grantee in the course of the Grantee's performance under this Contract.
3. "Department" means the State of Arizona Constable Ethics, Standards & Training Board.
4. "Firearms Training" means AZPOST approved firearms training programs that advance compliance with statutorily mandated training and advancement of capacity to perform duties.
5. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this contract.
6. "Grant Agreement" or "Contract" means this Equipment Grant Award Contract between the Department and Grantee.
7. "Grant Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
8. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
9. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.
10. "Administrator" means the Constable Ethics, Standards & Training Board staff person delegated by the Director to administer this Contract.
11. "Records" means all books, accounts, reports, receipts, files and other records relating to this Contract.
12. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
13. "Shall" means what is mandatory.
14. "State" means the State of Arizona, including the Constable Ethics, Standards & Training Board.
15. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Administrator by the Grantee.

### General Requirements

1. This contract shall be governed by and constructed in accordance with the laws of the State of Arizona.
2. Gila County (Grantee) shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this contract; and responsible for compliance with all applicable local, state, and federal laws.

### Relationship of the Parties

The parties agree that the grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Department or the State of Arizona as a result of this contract. The grantee is solely responsible for the planning, design, scope, and implementation of the project funded through this contract. Neither the department nor the State of Arizona is responsible for any liabilities resulting from the grantee's planning, design, scope of work, implementation or performance of the project funded through this contract.

### No Waiver

Either party's failure to insist on strict performance of any term or condition of this contract 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 to it.

### Audit of Records

Pursuant to A.R.S. § 35-214, Gila County (Grantee) shall retain and shall contractually require each subcontractor to retain all records relating to this contract for a period of five years after completion of the contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the grantee shall produce the original of any or all such records.

### Indemnification

The grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, 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 cost 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 the grantee 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 the Grantee 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 the grantee from and against any and all claims. It is agreed that the grantee 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 grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the grantee and the department. This indemnity shall not apply if the grantee or subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona. The grantee shall indemnify and hold harmless the State of Arizona against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or used by the State of Arizona for materials furnished or work performed under this contract. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

### Resolution of Differences

1. Disputes arising during the performance of this contract will be resolved to the maximum extent possible through cooperation and coordination of the grantee and the department. If the grantee and the department are unable to resolve the differences or circumstances require an immediate decision, the department will refer the dispute to the director for resolution. Appeals to decisions made by the director may be taken in accordance with A.R.S. § 41-2704.
2. To the extent required by A.R.S. § 12-133 and § 12-1518, the department and grantee agree to use arbitration to resolve any disputes arising out of this contract, with each to bear its own attorneys' fees and costs.
3. Disputes arising out of this contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

### Stop Work Notice

In the event of unapproved changes in the scope of work, performance or changes outside the scope of the contract, illegal or unpermitted activities, or other material discrepancies between the contract and the grantee's activities, the department reserves the right to issue notice to the grantee to stop work. The notice will further specify that the department will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the department.

### Project Period

The department agrees to reimburse Gila County (Grantee) for work activities performed during the project period as described in this contract. The department is not required to reimburse grantee for any work activities initiated prior to execution of this contract or after the project period has elapsed. The department may extend the project period, if requested by the grantee by executing a contract amendment (see **Amendments**, on pg.6).

### Termination of Contract

1. Suspension or Debarment. The State of Arizona may, by written notice to the grantee, immediately terminate this grant agreement if the State determines that the grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this contract shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify the department.
2. Termination for Convenience. The department reserves the right to terminate this contract in whole or in part at any time, when in the best interests of the State of Arizona, without penalty or recourse. Upon receipt of written notice of termination, the grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the department. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under this contract shall become the property of and be delivered to the department. The grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default. The department reserves the right to terminate this contract in whole or in part due to the failure of the grantee to comply with any term or condition of this contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The department shall provide written notice of the termination and the reasons for it to the grantee.
4. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination. Termination of this contract does not prohibit the grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the grantee.

### **Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State may cancel this grant agreement within 3 years after grant agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the grant agreement on behalf of the State is or becomes at any time while the grant agreement or an extension of the grant agreement is in effect an employee of or a consultant to any other party to this grant agreement with respect to the subject matter of the grant agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant agreement as provided in A.R.S. § 38-511.

### **Non-Discrimination**

The Grantee shall comply with 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. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **Payments**

1. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the grantee unless otherwise amended.
2. Actual cost, reimbursement and advance. All payments made under this contract shall be by actual cost.
  - a. Payments under the contract shall be by actual cost and reimbursement. The grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the scope of work.
  - b. The grantee may request advance payment of partial grant funds. The grantee shall submit written justification to the department explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to department approval. If advance payment is made, the grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, grantee must reimburse the department any advances paid that were in excess of actual costs of implementing the grant project.
3. Each payment is conditioned upon receipt and approval by the department of the deliverable(s) specified in the scope of work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The department has the right to disallow contributions determined inappropriate or unreasonable. The department shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. If the department determines that the grantee is in default in the performance of any obligation under this contract, the department may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. In order to receive payment under any resulting grant agreement, the grantee shall have a current IRS-W9 Form on file with the department.

### **Recoupment of Payments**

The grantee shall reimburse the department for all grant funds determined by the department not to have been spent in accordance with the terms of this contract.

### **Notices**

Whenever notice is required pursuant to this contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the scope of work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this contract, notice shall be delivered in person or by certified mail, return receipt requested.

### **Amendments**

The grant agreement shall be modified only through a grant agreement amendment by mutual written consent executed by the department and the grantee. Unauthorized changes to this grant agreement shall be void and without effect, and the grantee shall not be entitled to any claim under this grant agreement based on those changes.

### **Subcontractors**

1. Subcontractors or consultants may be used in the performance of tasks described in the scope of work of this contract. The grantee shall not enter into any subcontract under this grant agreement without consideration for impact on the project. The grantee shall report any subcontract awards or changes as part of that calendar year's narrative report.
2. Any subcontractor or consultant participating in this contract shall comply with the terms and conditions of this contract, as set forth in the general provisions and scope of work.

### **Assignments**

The grantee shall not assign any obligations under the general provisions of this contract to another party without prior written approval of the department.

### **Severability**

The provisions of this grant agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant agreement.

### **Incorporation of Grant Application**

The grantee's approved grant application is incorporated by reference as part of this contract; however, the terms of this contract shall take precedence over the terms of the approved grant application in the event of conflict or ambiguity.

### **Equipment**

1. Equipment shall be the property of the grantee, and the grantee shall be responsible for maintenance and safekeeping of such equipment.
2. Equipment shall be used only for the purposes of this contract.
3. The grantee shall not execute a lease of equipment without the prior approval of the department.

### **Ownership of Information**

1. Title to all documents, reports and other materials prepared by the grantee in performance of this grant agreement shall rest in the department, except for copyrighted material prepared in advance of this grant agreement by the grantee at the expense of the grantee. The department shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under

this grant agreement, except for copyrighted material. The grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this grant agreement.

2. The grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant agreement performance or use by the State of materials furnished or work performed under this grant agreement. The State of Arizona shall reasonably notify the grantee of any claim for which it may be liable under this paragraph.

### **Grantee's Representation and Warrants**

All representations and warranties made by the grantee under this contract shall survive the expiration or termination of this contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5. The grantee warrants, in accordance with Executive Order 2005-30, that it is in compliance with all federal immigration laws and regulations and agrees to require all subcontractors to execute a similar warranty. The parties agree that the breach of such warranty shall be deemed a material breach of this contract and that the State retains the right to inspect the papers of any employee who works on the contract to ensure compliance with such warranty.

### **Integration**

This contract constitutes the entire agreement between the department and grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

### **Survivability Clause**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the grantee.

### **Third Party Anti-Trust Violations**

The grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the grantee toward fulfillment of this contract.

## SCOPE OF WORK

**Effective Date:** This contract shall become effective upon the date it is executed by both parties.

**Term:** This contract shall terminate on **June 30<sup>th</sup>, 2015**.

### Notices, Correspondence, Reports and Payments:

Notices, correspondences and payments on behalf of the department to the grantee shall be sent to:

- Grantee Name: Gila County
- Grantee Mailing Address: 1400 E. Ash
- Grantee City: Globe
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928-425-3231
- Grantee Fax Number: 928-402-4343
- Grantee E-Mail Address: Jhessenius@gilacountyaz.gov

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all deliverables from the grantee to the department shall be sent to:

- Constable Ethics Standards & Training Board  
PO Box 13116  
Phoenix, Arizona 85002  
Telephone: 602-343-6280  
Facsimile: 602-712-1252  
E-mail: cestb@azcapitolconsulting.com

### Deliverables

1. Included with every reimbursement or payment request, the grantee shall submit to the department a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain department pre-approval before any funds are relocated within the original/approved budget in the grant application. The grantee is responsible for responding to any inquiries from the department.
2. The grantee shall identify the grant contract number and task number(s) completed in all reports submitted to the department.
3. On a quarterly basis, until the project is completed and the contract is terminated, the grantee shall submit to the department a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. **Reports must be sent to the department by the last day of each quarter following the execution of the contract.**
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State of Arizona. The department will not disburse final payment until the final report and all requirements of the grant agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The grantee shall include the following language in all reports prepared for this contract and in any publication of reports or results generated with the financial support of the Constable Ethics Standards & Training Board:
  - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
  - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

**SCOPE OF WORK**  
**ADDENDUM A**

The scope of work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

#### **IV. Grant Application Package Materials**

This section reflects the Grant Application itself. Please respond to each of the requests below in the required fields. **TIPS:** Be thorough. The Board seeks assurance of fiscal and performance responsibility from grant applicants in the form of a well-prepared, thorough request for funding.

##### **A. Statement of Applicant Eligibility**

**Instructions:** Please describe the nature of your organization and explain how it is eligible to apply for the Constable Ethics, Standards & Training Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach evidence of your eligibility as documented exhibits.

**The Gila County Constables Offices are responsible for the service of civil and criminal court documents arising out of the Gila County Consolidated Justice Courts and other courts of competent authority. The Gila County Board of Supervisors has established a writ fee in accordance with A.R.S. 22-138 (RESOLUTION NO 08-08-01) a copy of which is attached for review. This fee was established in July 2008 and remains in effect therefore the Gila County Constables Offices are eligible to receive equipment grant funding in this cycle.**

## B. Project Proposal Form

**Instructions:** Please describe completely the project you propose to complete if awarded the Constable Ethics, Standards and Training Board Equipment Grant. Be complete in your description of the project. **At a minimum** your response to this form must contain:

- A detailed description of the proposed project.
  - **The Gila County Constables Offices would like to purchase two (2) Seraph Ballistic Body Armor .06 3A vests along with Carriers to replace body armor currently expired.**
- An explanation of needs for equipment purchases.
  - **The purchase of these items improves the safety and security of the Constable by replacing expired ballistic vests which provides protection against a deadly force encounter.**
- An explanation of outcomes to be expected from the funding proposal.
  - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**
- An explanation of how grant funds will be used (this is not a substitute for the Project Budget required in Section IV C.)
  - **The Objectives of grant funding is to provide replacement Ballistic Body Armor and Carriers for body armor that is expired for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.**

### C. Project Budget

Enter the FY15 Equipment Grant Objectives that relate to this project and funding. Please identify a projected date for accomplishing each task associated with expending the funding.

**The Objectives of grant funding is to provide replacement Ballistic Body Armor and Carriers for body armor that is expired for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.**

Enter a description and outline of equipment to be purchased if granted funding.

- **Seraph .06 3A with Carriers**

Projected Number of Constables to Benefit from Equipment Purchases:

**Two (2), - one (1) Constable, one (1) Deputy Constable.**

Please enter all estimated expenditures (including tax) from three (3) different vendors. (Please attach all supporting bid documentation.)

**\*\*NOTES\*\***

**THE GILA COUNTY CONSTABLES OFFICES ARE UNABLE TO PROVIDE THREE SEPARATE QUOTES FOR THE PURCHASE OF THE ITEMS. THE ATTACHED QUOTE IS FROM UNIVERSAL POLICE SUPPLY CO. WHICH IS THE VENDOR IN GILA COUNTY FOR BALLISTIC VESTS.**

• Seraph .06 3A ballistic vests with carriers – 2 @ \$1,320.00/each		
	<b>TOTAL</b>	<b>\$2,640.00</b>
	<b>TAX</b>	<b>\$213.84</b>
	<b>GRAND TOTAL</b>	<b>\$2,853.84</b>

Please enter all funding sources and amounts that will be utilized to complete this project by the projected completion date.

**Funding for this application is primarily grant funding. In the event pricing or shipping costs are higher than projected the Gila County Constables Offices will offset any additional funding necessary for the purchase of this equipment.**

**D. Project Performance Measures**

**Instructions:** Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Constable Ethics, Standards & Training Board, will become provisions of your grant contract if the Applicant is selected as a CNA EG Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Grant Manual. **Minimum performance measurements for each project shall include:**

1. The total number of Constables & Deputy Constables that will benefit from the equipment funding.
  - **Two (2), - one (1) Constable, one (1) Deputy Constable**
2. Please explain the estimated savings of your local government entity by award of CNA EG.
  - **Gila County will save approximately \$2,853.84**
3. Please identify the improved safety of Constables & Deputy Constables in their required duties.
  - **The purchase of these items improves the safety and security of the Constable by replacing expired ballistic vests, which provides protection against a deadly force encounter.**
4. Please explain the improved execution of Constable duties and responsibilities by purchase of equipment being requested.
  - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**

**E. Request for Advance Payment & Justification**

**Instructions:** As described in the Grant Manual, grant awards are disbursed as reimbursements for expenses incurred in the completion of projects. However, the Constable Ethics, Standards & Training Board may consider requests for Advance Payment of funding pursuant to the provisions of the Grant Manual. If you require Advance Payment, please identify what portion of the project budget is being requested in advance and clearly explain in great detail the reason(s) why advancement is required for the completion of the project. **NOTE:** If your request for advance payment is approved, you will be subject to the terms outlined in Section III, Subsection B, paragraph 2.

**The Gila County Constables offices are not requesting advance payment.**

 230  
\_\_\_\_\_  
**White, Colt**  
**Payson Regional Constable**  
**Gila County, Arizona**

When recorded,  
return to:  
Marian Sheppard, BOS  
(8/4/08 #9I)

**RESOLUTION NO. 08-08-01**

**AMENDING RESOLUTION NO. 06-10-01 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY SHERIFF AND CONSTABLES TO CHARGE IN CIVIL CASES A ~~\$2.00~~ \$5.00 FEE FOR EVERY WRIT SERVED ON BEHALF OF THE JUSTICE OF THE PEACE TO BE DEPOSITED INTO THE CONSTABLE ETHICS COMMITTEE FUND.**

**WHEREAS**, the State of Arizona has established the Constable Ethics Committee Fund pursuant to A.R.S. § 22-136; and

**WHEREAS**, A.R.S. § 11-445(A)(17) requires the Board of Supervisors in civil cases to establish a fee not to exceed \$5.00 for every writ served on behalf of a Justice of the Peace to be deposited in the Constable Ethics Committee Fund established pursuant to A.R.S. § 22-136.

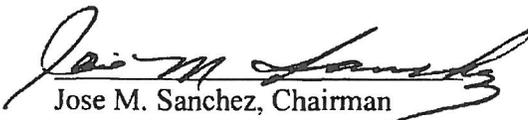
**NOW, THEREFORE, BE IT RESOLVED THAT** by this Resolution of the Gila County Board of Supervisors it is ordered and declared establishing in civil cases a ~~\$2.00~~ \$5.00 fee for every writ served on behalf of a justice of the peace to be deposited in the Constable Ethics Fund established pursuant to A.R.S. § 22-136.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of July 2008.

Attest:

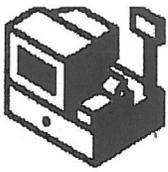
**GILA COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Steven L. Besich, Clerk

  
\_\_\_\_\_  
Jose M. Sanchez, Chairman

Approved as form:

  
\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney



# Universal Police Supply Co

## Quote

2090 E University Dr. #115  
 Tempe, Arizona 85281  
 480-968-2118  
 480-968-3449  
 www.mypolicestore.com

Quote #: 17536  
 Account #: 0000068  
 Page: 1 of 1  
 Date: 1/12/2015  
 Time: 4:34:39 PM  
 Cashier: JB  
 Register #: 1

Bill To: Colt White  
 Gila County Sheriff's Office  
 108 W. Main  
 Payson, AZ 85541  
 928-978-3740

Ship To: Colt White  
 Gila County Sheriff's Office  
 108 W. Main  
 Payson, AZ 85541  
 928-978-3740

Rep	Item Lookup Code	Description	Quantity	Price	Extended
1	000196001020	Vest,Seraph.06 3A w/ Carrier	1	\$1,320.00	\$1,320.00

Your items will be ready for pick up after NOON:  
 MON TUES WED TH FRI SAT  
 Unused & unworn items in original packaging  
 must be returned within 15 days for full refund  
 or 30 days for store credit.  
 No returns or exchanges after 30 days.  
 A 25% restocking fee may apply.

Sub Total	\$1,320.00
Sales Tax	\$106.92
Total	\$1,426.92
Change Due	\$0.00





*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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: 03/03/2015  
Submitted For: Michael O'Driscoll, Director  
Submitted By: Josh Beck, PHEP Manager, Health & Emergency Services Division  
Department: Health & Emergency Services Division Division: Health Services

InformationRequest/Subject

Gila County Local Emergency Planning Committee Resignations and Appointments

Background Information

The Local Emergency Planning Committee is mandated under the Emergency Planning and Community Right-to-Know Act (EPCRA) sections 301-303 (42 USC 116) or 40 CFR part 355. Arizona Revised Statute (A.R.S.) §26-344 also outlines the requirements for local emergency planning committees.

Under EPCRA, Local Emergency Planning Committees (LEPCs) must develop an emergency response plan, review the plan at least annually, and provide information about chemicals in the community to citizens. Plans are developed by LEPCs with stakeholder participation. There is one LEPC for each of the more than 3,000 designated local emergency planning districts. The LEPC membership must include (at a minimum):

Each LEPC appoints a chairperson and adopts procedural rules by which the LEPC will function, with an eye on the required tasks and duties of an LEPC. These rules must include provisions for public notification of committee activities, public meetings to discuss the emergency plan, public comments, response to such comments by the committee, and distribution of the emergency plan. Each LEPC must establish procedures for receiving and processing requests from the public for EPCRA information, including Tier Two information. Such procedures shall include the designation of an official to serve as coordinator for information. Federal and state law require each LEPC to review its emergency plan at least annually in a public meeting, or more frequently as changed circumstances in the community or at any facility may require.

- Elected state and local officials
- Police, fire, civil defense, and public health professionals
- Environment, transportation, and hospital officials
- Facility representatives
- Representatives from community groups and the media

The required elements of a community emergency response plan include:

- Identification of facilities and transportation routes of extremely hazardous substances
- Description of emergency response procedures, on and off site
- Designation of a community coordinator and facility emergency coordinator(s) to implement the plan
- Outline of emergency notification procedures
- Description of how to determine the probable affected area and population by releases
- Description of local emergency equipment and facilities and the persons responsible for them
- Outline of evacuation plans
- A training program for emergency responders (including schedules)
- Methods and schedules for exercising emergency response plans

Under A.R.S. §26-344, the "commission", which in Arizona it is known as the Arizona Emergency Response Commission (AERC), is responsible for designating emergency planning districts and upon establishments of the districts, it appoints members of local emergency planning committees. Per statute, the Gila County Board of Supervisors nominated the initial members of the Gila County Local Emergency Planning Committee (GCLEPC) to the AERC for appointment. The statutes provide that once the Board of Supervisors nominated the initial members, any subsequent nominations for appointment are to be made by the GCLEPC Chairman on a majority vote of the GCLEPC. The nominations for appointment are then submitted to the AERC.

Evaluation

To inform the Board of Supervisors of resignations and new Local Emergency Planning Committee potential appointments.

Conclusion

On October 13, 2014, Debra Williams resigned as the GCLEPC Coordinator, and on February 4, 2015, Michael O'Driscoll resigned as the GCLEPC Chairman. John Armer, GCLEPC Member representing law enforcement, and David Wales, GCLEPC Member representing industry also no longer serve on this Commission.

It is appropriate for the Board of Supervisors to acknowledge the resignations of Debra Williams, Michael O'Driscoll, John Armer and David Wales from the GCLEPC, and the nominations of Keith Thompson as Chairman and Todd Whitney as Coordinator of the GCLEPC. There are two current vacancies on the Commission which represent law enforcement and industry. Emergency Services Division staff will be working with the GCLEPC Chairman to fill the vacancies and will provide an update to the Board of Supervisors when they have been filled.

#### Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors acknowledge the resignations of Debra Williams, Michael O'Driscoll, John Armer and David Wales from the GCLEPC and the following nominations for appointment to the GCLEPC as of March 3, 2015: Keith Thompson, Gila County Sheriff's Office Lieutenant, as Chairman; and Todd Whitney, Emergency Management/Public Health Emergency Preparedness Planner for the Gila County Health and Emergency Services Division, as Coordinator. After the Board of Supervisors has acknowledged the nominations for appointment, they will be submitted to the AERC.

#### Suggested Motion

Acknowledgment of the resignations of Debra Williams, Michael O'Driscoll, John Armer and David Wales from the Gila County Local Emergency Planning Committee (GCLEPC); and the nominations of appointment of Keith Thompson, Gila County Sheriff's Office Lieutenant, as GCLEPC Chairman, and Todd Whitney, Gila County Emergency Services Division Emergency Management/Public Health Emergency Preparedness Planner, as GCLEPC Coordinator effective as of March 3, 2015, and upon approval by the Arizona Emergency Response Commission.

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#### Attachments

GC Local Emergency Planning Committee-Proposed 3-3-15

O'Driscoll Resignation

Williams Resignation

O'Driscoll Appointment

Williams Appointment

LEPC 01-26-15 Minutes

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GILA COUNTY LOCAL EMERGENCY PLANNING COMMITTEE  
(Proposed to the BOS on 3/3/15)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
<del>Michael O'Driscoll, Chairman</del>	<del>C</del>	<del>A (02/21/12)</del>		<del>02/21/12 to present Resigned 2/4/15</del>	<del>Per bylaws, no specific term of office</del>
Keith Thompson Chairman	C	B (03/03/15) (Michael O'Driscoll)	-	03/03/15 to present (Committee appointment)	Per bylaws, no specific term of office
John Marcanti, Vice-Chairman	C	A (01/22/13)	-	01/22/13 to present	Per bylaws, no specific term of office
<del>Debra Williams, Coordinator</del>	<del>C</del>	<del>A</del>	<del>-</del>	<del>09/22/04 to present Resigned 11/13/14</del>	<del>Per bylaws, no specific term of office</del>
Todd Whitney, Coordinator	C	B (03/03/15) (Debra Williams)	-	03/03/15 to present (Committee appointment)	Per bylaws, no specific term of office
<del>John Armer, Member Law Enforcement</del>	<del>C</del>	<del>A (10/07/08)</del>	<del>-</del>	<del>10/07/08 to present Resigned</del>	<del>Per bylaws, no specific term of office</del>
VACANCY Member-Law Enforcement					
A.J. Howell, Member-Fire Fighting	C	A	-	09/13/99 to present	Per bylaws, no specific term of office
Nick Renon, Member-Fire Fighting	C	A	-	11/20/08 to present	Per bylaws, no specific term of office
Carmen Corso, Member-Community	C	A	-	11/20/08 to present	Per bylaws, no specific term of office
<del>David Wales, Member-Industry</del>	<del>C</del>	<del>A</del>	<del>-</del>	<del>11/19/09 to present Resigned</del>	<del>Per bylaws, no specific term of office</del>
VACANCY Member-Industry					

<sup>1</sup> Appointment Information:

- A. Date of creation: May 15, 1989
- B. Initial members of the Committee were nominated by the Board of Supervisors (BOS) and approved by the Arizona Emergency Response Commission (AZERC). The BOS may also appoint additional members if a quorum of the remaining Committee members cannot be convened within 30 days of vacancy(s) occurring. Subsequent nominations by the Committee members or other changes in membership shall be made by the Committee and forwarded to the AZERC for approval.
- C. Membership shall include, at a minimum, representation from each of the groups or organizations cited in Section 301, Title III of SARA, as follows: elected state and local officials; law enforcement, civil defense, fire fighting, first aid, health, local environmental, hospital and transportation personnel; broadcast and print media; community groups to include non-profit and volunteer agencies; and owners and operators of facilities subject to the requirement of the Emergency Planning and Community Right-to-Know Act (EPCRA) and A.R.S. § 26-344.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)



**GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES**

*5515 South Apache Ave., Suite 100, Globe, AZ 85501  
PHONE: (928) 402-8811 FAX: (928) 425-0794*

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February 4, 2015

To: LEPC Committee

Subject: Resignation

Please accept this as official notification of my resignation as the LEPC Committee Chairman.

Warm Regards,

Michael O'Driscoll, Director  
Gila County Health & Emergency Services.

Debra L. Williams, Emergency Manager  
Gila County Emergency Management  
5515 S. Apache Avenue, Suite 400  
Globe, AZ 85501

October 13, 2014

Michael O'Driscoll  
Chairman, Gila County LEPC  
5515 S. Apache Avenue, Suite 400  
Globe, AZ 85501

Dear Chairman:

It is with sincere regret that I must submit my resignation as the GCLEPC  
Coordinator effective October 13, 2014.

It has been an honor and a privilege to serve the citizens of Gila County for the past  
9 years.

Sincerely,



Debra L. Williams

cc: Vice-Chairman  
AZSERC



# Arizona Emergency Response Commission

5636 East McDowell Road Phoenix, AZ 85008-3495

Phone: 602-464-6346

1-800-411-ADEM (2336)

Fax: 602-464-6519

E-Mail: [AZSERC@azdema.gov](mailto:AZSERC@azdema.gov)

Web Site: <https://www.azserc.org> or <http://www.dem.azdema.gov/>



Janice K. Brewer, Governor

Louis B. Trammell, Chair  
Mark Howard, Executive Director

## NOTICE OF LEPC APPOINTMENT, RESIGNATION, OR REMOVAL

**NOMINEE/RESIGNEE IS IN GROUP #:** (Please place an X in the appropriate group below)

**Group I: Elected State and Local Officials**

**Group II:** Law Enforcement, Civil Defense, Emergency Management, Firefighting, Emergency Medical, First Aid, Local Environmental, Hospital and Transportation

**Group III: Broadcast and Print Media**

**Group IV: Community Groups**

**Group V: Owners and Operators of facilities subject to the requirements of EPCRA**

**APPOINTED:**   
**DATE:** 02/21/2012

**RESIGNED:**   
**DATE:** \_\_\_\_\_

**REMOVED FOR CAUSE:**   
**DATE:** \_\_\_\_\_

**Reason:** \_\_\_\_\_

<b>DATE:</b>		<b>NAME OF PERSON COMPLETING FORM:</b>	
<b>NAME:</b>		<b>TITLE:</b>	
<b>ORGANIZATION:</b>			
<b>ADDRESS:</b>			
<b>CITY:</b>	<b>COUNTY:</b>	<b>ZIP CODE:</b>	
<b>PHONE:</b>		<b>FAX:</b>	
<b>E-MAIL:</b>		<b>SIGNATURE IF FAXED / MAILED:</b>	
<b>OTHER INFORMATION:</b>			
<b>AZSERC ACTION ONLY:</b>			
Interim approval granted; Formal vote to be held at the next commission meeting scheduled for _____			
Signature: _____	Date: _____	Received: _____	By: _____
		Entered: _____	By: _____



**Arizona Emergency Response Commission**  
**5636 East McDowell Road**  
**Phoenix, AZ 85008-3495**



Janet Napolitano, Governor

Frank F. Navarrete, Chair  
 Daniel Roe, Executive Director

Phone: (602) 231-6346  
 1-800-411-ADEM (2336)

E-Mail: [AZSERC@azdema.gov](mailto:AZSERC@azdema.gov)

Fax: (602) 392-7519  
 Pager: (602) 215-5718

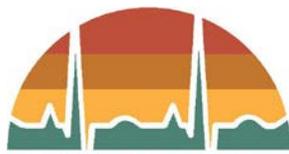
**NOTICE OF LEPC APPOINTMENT, RESIGNATION, OR REMOVAL**

**NOMINEE/RESIGNEE IS IN GROUP #: (Please select a group below)**

- \_\_\_\_\_ **Group I: Elected State and Local Officials**
- X** **Group II: Law Enforcement, Civil Defense, Emergency Management, Firefighting, Emergency Medical, First Aide, Local Environmental, Hospital and Transportation**
- \_\_\_\_\_ **Group III: Broadcast and Print Media**
- \_\_\_\_\_ **Group IV: Community Groups**
- \_\_\_\_\_ **Group V: Owners and Operators of facilities subject to the requirements of EPCRA**

**APPOINTED**  **RESIGNED**  **REMOVED FOR CAUSE**  **Reason:** \_\_\_\_\_  
**Date:** 09/22/2004 **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>DATE:</b> 03/15/2005		<b>NAME OF PERSON COMPLETING FORM:</b> Debra Williams	
<b>NAME:</b> Debra Williams		<b>TITLE:</b> Gila County Emergency Management Planner LEPC Coordinator	
<b>ORGANIZATION:</b> Gila County			
<b>ADDRESS:</b> 1400 East Ash Street			
<b>CITY:</b> Globe	<b>COUNTY:</b> Gila	<b>ZIP CODE:</b> 85501	
<b>PHONE:</b> 928-425-3231 x8763		<b>FAX:</b> 928-425-7714	
<b>E-MAIL:</b> dwilliams@co.gila.az.us			
<b>OTHER INFORMATION:</b>			
<b>AZSERC ACTION ONLY:</b> Interim approval ranted; Formal vote to be held at next commission meeting schedule for _____			
Signature: _____		Date: _____	
		Received: _____ By: _____	
		Entered: _____ By: _____	



Gila County  
Health & Emergency Services

Prevent. Promote. Protect.

**GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES**

5515 South Apache Ave., Suite 400, Globe, AZ 85501

PHONE: (928) 402-8811 FAX: (928) 425-7714

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**LEPC “Back to the Basics” Meeting – Monday January 26, 2015 10am to 2pm**

*Meeting minutes italicized in blue*

**10:00 - 10:30am**

**Joshua Beck**

- a) **Call to Order – Welcoming remarks**
- b) **Introductions to Gila County Emergency Management**

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**10:30 – 11:30am**

**Mark Howard**

- a) **APEX Training**

*In order to meet the required statute, our LEPC still needs a media person to join the committee.*

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**11:30 – 11:45am**

**All**

- a) **Break**
- b) **Grab Food for Working Lunch**

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**11:45 – 12:45pm**

**Mark Howard**

- a) **APEX Training Continued**

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**12:45 – 1:00pm**

**Joshua Beck**

- a) **Review Bylaws**
- b) **Begin Discussion about LEPC Committee Members**  
*Michael O’Driscoll Chairman is resigning his position. Keith Thompson has offered to take his place. Committee confirmed Keith as Chairman. Debra Williams Coordinator resigned her position. Committee approves appointment of Todd Whitney. Josh Beck will proceed with the proper paperwork, and submit both to the BOS for approval.*

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**1:00 – 1:10pm**

**All**

- a) **Break**

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**1:10 – 2:00pm**

**Joshua Beck**

**a) Review Bylaws Continued**

*Bylaws are in need of an update. Next meeting to include a discussion of a committee to update the current Bylaws. Updated Bylaws should include NIMS compliance for officers.*

**b) County Emergency Response Plan “moving forward”**

*Next meeting to include a discussion of a committee to review current LEPC plans. Austin Jones expressed interest.*

**c) Call for current events/updates.**

*Next meeting to include a discussion of a committee to improve community preparedness. Tim Howard expressed interest.*

*Interest raised in hosting the HAZMAT awareness class in Gila County. This 6 hour course would be a great experience for our LEPC. Josh Beck will begin working on bringing the course to the area.*

*Northern CERT team interested in some iteration of a commodity flow study for the Payson area. This could be another possible committee?*

**d) Set next meeting date – Information/Discussion/Action**

*Josh Beck will create a doodle poll to inquire about the best time to hold the next meeting.*

**e) Adjourn**

*Motion to adjourn – Joshua Beck*

*Second – Mac Feezor*



**ARF-3028**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

Meeting Date: 03/03/2015  
Submitted For: Steve Stratton, Director  
Submitted By: Kelly Jones, Administrative Clerk Specialist, Public Works Division  
Department: Public Works Division Division: Fairground Facilities

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Information

Request/Subject

Phoenix Metro Bicycle Club Gila County Courthouse Parking Lot Use Request, March 14, 2015

Background Information

In past years, Gila County has allowed the Courthouse parking area to be used for a rest stop for bicycle riders. Prior to the use of the parking lot, the Bicycle Club has always met all Gila County requirements by filling out and submitting the required paperwork. To date, no incidents or issues have occurred on County property. The Bicycle Club also orders a Port-a-John from local vendors to be used for the rest stop.

Evaluation

This is a public event with local participation and by allowing the Courthouse parking lot to be used for a rest stop, it shows goodwill and support of this community event. The Bicycle Club has met Gila County's requirements with regard to filling out and submitting the required paperwork for this upcoming event.

Conclusion

Copies of the Request of Use Letter, Building Use Application Form, Waiver of Liability for Use of Facilities, and Certificate of Insurance have been submitted and are attached to this agenda item.

Recommendation

Public Works recommends that the Board of Supervisors give permission for the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop on March 14, 2015.

Suggested Motion

Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 14, 2015.

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Attachments

PMBC Building Use App

PMBC Letter

PMBC Cert of Ins

Waiver

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**GILA COUNTY  
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 with signature must be filled out before application is considered complete.

1. **\*\*Name of Organization:** Phoenix Metro Bicycle Club  
**\*\*Address:** PO Box 26788 City, Zip Tempe, AZ 85285  
**\*\*Phone Number:** 480-287-2192
2. **\*\*Name of Responsible Person:** Armando Charvet
3. **\*\*Building Requested:** County Courthouse
4. **\*\*Room or Area requested:** Parking Lot
5. **\*\*Date(s) wanted to use the above room or area:** March 14, 2015
6. **\*\*Do You Need Doors Unlocked?** No Which Doors (give door #) N/A
7. **\*\*Beginning Time:** 0800 **Ending Time:** 1200
8. **\*\*Number of People Attending:** 120 – in and out throughout the timeframe
9. **\*\*Type of Function (commercial, political, fundraiser, etc.):** Bicycle Ride
10. **Table and Chairs Needed in Addition to what is provided:** Nothing needed

11. **Fees:**

Rent:	\$ _____
Equipment:	\$ _____
Cleaning Deposit:	\$ _____
Other:	\$ _____
<b>TOTAL:</b>	<b>\$ _____</b>

Cleaning Deposit to be refunded to: \_\_\_\_\_  
\_\_\_\_\_

12. **Proof of Insurance – Certificate of Liability Insurance**  Yes  No

**Additional Information:** \_\_\_\_\_  
\_\_\_\_\_

Applicant Certifies that the above information is correct.

2/10/2015  
Date

  
Signature of Applicant

Permit, if required, will be issued pending approval. \_\_\_\_\_



## PHOENIX METRO BICYCLE CLUB

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February 10, 2015

Gila County Administrative Offices  
1400 East Ash St.  
Globe, AZ 85501

To whom it may concern:

In conjunction with the town of Superior, and the Apache Leap Festival, Phoenix Metro Bicycle Club will be hosting a bicycle ride called "*The Mining Country Challenge*", which will pass through your area on Saturday, March 14, 2015. The Phoenix Metro Bicycle Club is seeking permission to utilize the parking lot area of the county courthouse on that day, as a rest stop for the cyclists participating in the event.

This is a ride and not a race. The Phoenix Metro Bicycle Club will provide the appropriate persons proof of insurance which shows the club will assume any liability associated with The Mining Country Challenge bicycle ride.

Thank you,

Armando Charvet, president  
Phoenix Metro Bicycle Club  
602-492-3854  
Armando.Charvet@gmail.com

**CERTIFICATE OF INSURANCE**

02/11/2015

**PRODUCER**

American Specialty Insurance & Risk Services, Inc.  
7609 W. Jefferson Boulevard, Suite 100  
Fort Wayne, Indiana 46804

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.

**INSURED**

League of American Wheelmen dba League of American Bicyclists  
612 K Street NW, Suite 308  
Washington, DC 20006

**INSURERS AFFORDING COVERAGE**

INS. A: Greenwich Insurance Company  
INS. B:  
INS. C:

HOENIX METRO BICYCLE CLUB  
PO BOX 26788  
TEMPE, AZ 85285-6788

CERT NUMBER: 1001208990

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	ASG0898535	02/01/2015 12:01 a.m.	02/01/2016 12:01 a.m.	General Aggregate - Per Club	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Exclude

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form GXAL 428 Additional Insured - Certificate Holders, but only with respect to 2015 MINING COUNTRY CHALLENGE on March 14, 2015.

**CERTIFICATE HOLDER**

SILA COUNTY  
400 E. ASH ST.  
GLOBE, AZ 85501

**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**

*Drew Smith*

# GILA COUNTY

## USE OF FACILITIES

### *WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT*

**Waiver:** In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of** the Phoenix Metro Bicycle Club, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Courthouse Complex parking area on March 14, 2015.

**Assumption of Risk:** This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the activities made possible by Gila County at the Gila County Courthouse Complex parking area. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I further agree to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Courthouse Complex parking area, and to reimburse them for any such expenses incurred.

**Severability and Choice of Law:** The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

**Acknowledgment and Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**

  
Signature of User

Date

ARMANDO L. CHARUET  
Print Name

PRESIDENT  
PMBC

**Regular BOS Meeting**

Meeting Date: 03/03/2015  
Submitted For: Malissa Buzan  
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division  
Department: Community Services Division Division: Administration

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InformationRequest/Subject

Intergovernmental Agreement Renewal between Gila County and the Town of Mammoth.

Background Information

Access Points are employment information centers which were launched by the Department of Labor under the Workforce Investment Act. The initiative was part of an effort to create local outreach centers where job seekers could access workforce development services in their local communities. This concept created a unique opportunity for community agencies and the One-Stop System to engage and partner to promote access to the workforce system.

An incentive grant from the Arizona Department of Economic Security shall fund this initiative.

Evaluation

While each Access Point offers a unique set of resources (depending on the participating partners), all Access Points offer free computer and Internet access for the purpose of job searching. Access Points connect job seekers to both employment and community resources in a convenient location and close to home.

**Gila County agrees to provide:**

- access to employment resources;
- training to help job seekers with job search;
- personal contacts in and connections to the One-Stop Centers, staff and key partners;
- inspection of the locations and signage for location;
- training of staff to help job seekers with job search activities;
- equipment maintenance;
- supplies, Access Point signage; and
- desktop computers (Microsoft Program with Internet access), printer, computer desk and chair

**(Access Point) agrees to:**

- host a publicly accessible Access point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
- help job seekers as needed and staff availability;
- publicize job seeker services to the Access Point's community;
- send staff to initial training;
- submit sign-in sheets monthly to document activities;
- assure that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- abide by all applicable federal, state and local laws; and
- refer customers to the One-Stop and supportive services as needed.

Conclusion

The purpose of this Intergovernmental Agreement is to continue to provide a local Access Point at the Town of Mammoth Library. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations and/or businesses where job services can be provided, assisted by trained individuals.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Intergovernmental Agreement Renewal for the period of July 1, 2014, through June 30, 2015.

Suggested Motion

Approval of an Intergovernmental Agreement renewal between Gila County and the Town of Mammoth, whereby the Town of Mammoth Library will continue to be a designated "Access Point" under the Workforce Investment Act for the period of July 1, 2014, through June 30, 2015.

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Attachments

IGA Town of Mammoth

Legal Explanation

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## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement (“Agreement”) is between the Town of Mammoth (“Town of Mammoth”) and Gila County dba Gila/Pinal Workforce Investment Board (“Gila County”).**

**WHEREAS** Gila County is duly authorized to execute and administer contracts under A.R.S. §11-201; and

**WHEREAS** the Town of Mammoth 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 Agreement.

**THEREFORE** the Town of Mammoth and Gila County agree to abide by all the terms and conditions set forth in this Agreement. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

### **1.0 Purpose of Agreement**

The purpose of this Agreement is to establish a local Access Point in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the “Access Point” model consists of local entities/organizations and/or businesses where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

Access Points are places where people can go to look for jobs, assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. Town of Mammoth Library will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and get connected with a One-Stop Center – all in one convenient location, and close to home.

### **2.0 Term of Agreement**

2.1 This Agreement shall have an effective date of July 1, 2014 and end on June 30, 2015.

2.2 Either party may terminate the Agreement by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Agreement shall survive the termination of the Agreement.

### **3.0 Gila County agrees to provide Town of Mammoth with:**

3.1  Access to employment resources;

3.2  Training to help job seekers with job search;

3.3  Personal contacts in and connections to the One-Stop Centers, staff and key partners;

3.4  Inspection of the locations and signage for location;

3.5  Training of staff to help job seekers with job search activities;

3.6  Equipment maintenance;

3.7  Supplies, Access Point signage; and

3.8  Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

**4.0 Equipment/Budget**

- 4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.
- 4.2 Town of Mammoth and Gila County each agree to maintain a budget for their respective obligations under this Agreement.

**5.0 Town of Mammoth agrees to:**

- 5.1  Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;
- 5.2  Help job seekers as needed and staff availability;
- 5.3  Publicize job seeker services to the Access Point's community;
- 5.4  Send staff to initial training;
- 5.5  Submit sign-in sheets monthly to document activities;
- 5.6  Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- 5.7  Agrees to abide by all applicable federal, state and local laws; and
- 5.8  Refer customers to the One-Stop and supportive services as needed.

**6.0 Indemnification**

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Memorandum of Understanding. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Memorandum of Understanding, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

**7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

- 7.1 Town of Mammoth Library and Gila County 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. Entity 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.
- 7.2 Town of Mammoth Library and Gila County 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.

- 7.3 Town of Mammoth and Gila County 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.

## **8.0 CANCELLATION FOR CONFLICT OF INTEREST**

- 8.1 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 Agreement on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the either party receives written notice of the cancellation pursuant to A.R.S. §38-511, unless the notice specifies a later time.

## **9.0 AMENDMENTS OR MODIFICATIONS**

- 9.1 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.

## **10.0 VETERANS' PRIORITY PROVISIONS**

- 10.1 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 of 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.

**11. MISCELLANEOUS PROVISIONS**

- 11.1 This Agreement shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.
- 11.2 All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

Town of Mammoth  
P.O. Box 130  
Mammoth, Arizona 85618

Gila County  
Malissa Buzan  
Community Services Director  
5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501

- 11.3 This Agreement is nonassignable in whole or in part by either party hereto without the written consent of both parties.
- 11.4 This Agreement shall inure solely to the benefit of Town of Mammoth and Gila County, and shall create no rights in any other person or entity.
- 11.5 To the extent applicable under A.R.S. §44-4101, each party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to their respective employees and their compliance with E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractor shall be deemed a material breach of the Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor's employees who work on the Agreement to ensure that the party or its subcontractor are complying with the above-mentioned warranty.
- 11.6 Pursuant to A.R.S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §35-393, as applicable. If any party determines that the other party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.
- 11.7 In the event of any controversy which may arise out of this Agreement, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF THE GILA  
COUNTY (dba GILA/PINAL WORKFORCE  
INVESTMENT BOARD)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Don Jones  
Printed Name

Michael Pastor  
Printed Name

Mayor  
Title

Chairman, Gila County Board of Supervisors  
Title

1-29-15  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Date

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
Date

ATTEST:  
  
\_\_\_\_\_  
Date

ATTEST  
  
Marian Sheppard, Clerk of the Board  
Date



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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-3036**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** January 2015

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region,  
Justice Court-Payson Regional

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**Information**

**Subject**

Payson Regional Justice of the Peace's Office monthly report for January 2015

**Suggested Motion**

Acknowledgment of the January 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

January 2015

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PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JANUARY 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 75.54	\$ 3.78	\$ 71.76
Arson Detection Reward Fund 41-2167D	ZADRF	0911000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1095000-314-000-3400-11	X10501314004383	\$ 25.52	\$ -	\$ 25.52
Confidential Address Assessment - State Treasurer	ZCAA1	0624000-000-000-2061-00		\$ 37.99	\$ 1.90	\$ 36.09
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3600-30		\$ 2.01	\$ 0.10	\$ 1.91
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T638-2061	\$ 763.83	\$ -	\$ 763.83
Criminal Justice Enhancement 57%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 3,589.62	\$ 179.48	\$ 3,410.14
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 1,330.00	\$ 66.50	\$ 1,263.50
DNA State Surcharge 3% 12-116 01C	ZDNA3	0872000-000-000-2061-00	T872-2061	\$ 444.90	\$ 22.25	\$ 422.65
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 565.46	\$ 28.27	\$ 537.19
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,530.08	\$ 76.50	\$ 1,453.58
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 5,599.46	\$ 279.97	\$ 5,319.49
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 534.51	\$ 26.73	\$ 507.78
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004881	\$ 4.77	\$ 0.24	\$ 4.53
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 1,564.81	\$ 78.24	\$ 1,486.57
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 300.03	\$ -	\$ 300.03
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 251.42	\$ 12.57	\$ 238.85
Judicial Collection Enhancement \$13	ZJCS	0816000-000-000-2061-00	T816-2061	\$ 557.21	\$ -	\$ 557.21
Judicial Collection Enhancement %PG	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 575.87	\$ 28.79	\$ 547.08
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 1,026.00	\$ -	\$ 1,026.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4866	\$ 899.63	\$ 44.98	\$ 854.65
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 962.84	\$ 49.64	\$ 913.20
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 667.15	\$ 33.36	\$ 633.79
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 83.41	\$ 4.17	\$ 79.24
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 3.97	\$ 0.20	\$ 3.77
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 63.42	\$ 3.17	\$ 60.25
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 235.17	\$ 11.76	\$ 223.41
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 21.95	\$ 1.10	\$ 20.85
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ 0.43	\$ 0.02	\$ 0.41
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 6.70	\$ 0.44	\$ 6.26
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 1.35	\$ 0.07	\$ 1.28
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 30.67	\$ 1.53	\$ 29.14
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 1,547.20	\$ 82.36	\$ 1,564.84
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5.79	\$ 0.29	\$ 5.50
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,407.91	\$ 120.40	\$ 2,287.51
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 690.47	\$ -	\$ 690.47
Reimbursement to Superior Court 40%	ZREIM	4574000-332-000-3400-13	X228333004664	\$ 460.31	\$ -	\$ 460.31
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ 15.00	\$ 0.75	\$ 14.25
Victim Rights Enforcement Fund	ZVREA			\$ 25.07	\$ 1.25	\$ 23.82
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCFRF		STATE	\$ 119.76	\$ 5.99	\$ 113.79
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 895.95	\$ 44.80	\$ 851.15
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 40.00	\$ 2.00	\$ 38.00
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 921.67	\$ -	\$ 921.67
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 617.01	\$ -	\$ 617.01
Game and Fish - Wildlife	ZGF		STATE	\$ 626.41	\$ 31.42	\$ 594.99
HURF 1 28-5436, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,628.27	\$ 81.41	\$ 1,546.86
Registrar of Contractors	ZROA		STATE	\$ 107.35	\$ 5.37	\$ 101.98
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 251.31	\$ 12.57	\$ 238.74
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 50.00	\$ -	\$ 50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 35.51	\$ 1.78	\$ 33.83
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 32,334.83</b>	<b>\$ 1,346.15</b>	<b>\$ 30,988.68</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
2/2/15	5309	\$ 27,224.81	GILA COUNTY TREASURER
	5310	\$ 5,026.19	ARIZONA STATE TREASURER
	5311	\$ 50.00	GILA COUNTY BAD CHECK PROGRAM
	5312	\$ 33.83	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 32,334.83</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JANUARY, 2015.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2015

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	74	4	129	207
Filed	10	2	22	34
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>84</b>	<b>6</b>	<b>151</b>	<b>241</b>
Transferred Out	0	0	0	0
Other Terminations	11	0	13	24
<b>TOTAL TERMINATIONS</b>	<b>11</b>	<b>0</b>	<b>13</b>	<b>24</b>
Statistical Correction	0	0	0	0
Pending End of Month	73	6	138	217

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
194	6	0	200	0	2	2	0	198

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 1      Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
302	157	0	459	0	3	128	131	0	328

Civil Traffic Hearings Held: 3

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)			
Filed	Trans In	TOTAL	
38	0	38	

**LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT**

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2015

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	468	31	0	499	0	46	46	0	453
Failure to Appear (Non-Traffic)	46	1	0	47	0	1	1	0	46
<b>TOTAL</b>	514	32	0	546	0	47	47	0	499

TRIALS HELD			
Misdemeanor Court/FTA Trials Held:	0	Misdemeanor/FTA Jury Trials Held:	0

FELONY									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
	18	5	0	23	0	3	3	0	20
Felony Preliminary Hearings Held:	0	Felony, Misdemeanor, Criminal Traffic Initial: Appearances:	91						

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: January 2015

### CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	57	19	232	308
Filed	7	6	34	47
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>64</b>	<b>25</b>	<b>266</b>	<b>355</b>
Transferred Out	0	0	0	0
Other Terminations	2	6	17	25
<b>TOTAL TERMINATIONS</b>	<b>2</b>	<b>6</b>	<b>17</b>	<b>25</b>
Statistical Correction	0	0	0	0
Pending End of Month	62	19	249	330

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 7

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

### DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	9	9	0	9
Harassment	3	1	3	4

### HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 2 Injunction Against: 2

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	1
Juvenile Hearings Held:	0	Search Warrants Issued:	5

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

January 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	144
Serious Violations	9
All Other Violations	470
<b>TRAFFIC TOTAL</b>	<b>623</b>

CRIMINAL WARRANTS OUTSTANDING

Felony	122
Misdemeanor	671
<b>CRIMINAL TOTAL</b>	<b>793</b>

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit  
(602) 542-9376

  
Signature of the Judge/Magistrate (or designee)

Dorothy A. Little  
Name of Preparer

2-13-15  
Date of Preparation

**ARF-3027**

**Consent Agenda Item 5. G.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** January 2015

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the Superior Court,  
Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for January 2015.

**Suggested Motion**

Acknowledgment of the January 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Superior Court January 2015 Report

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

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**CLERK'S REPORT**

**FOR**

**January 2015**

**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

GILA COUNTY SUPERIOR COURT

Report generated on : 2/10/2015 3:52:39 PM

Criteria : From Date : 1/1/2015 To Date : 1/31/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$3959.98		(\$1587.69)		\$2372.29	\$0.00
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$12888.38				\$12888.38	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2107.11		\$14.08		\$2121.19	\$106.06
<b>Agency Name : GILA COUNTY TREASURER</b>									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$4.00				\$4.00	\$0.20
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$32.00				\$32.00	\$1.60
		ZVAPB	30% INTERSTATE COMPACT	\$103.50				\$103.50	\$5.18
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$328.11		\$25.00		\$353.11	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$47.85		\$0.32		\$48.17	\$2.41
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1065.00				\$1065.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$225.00		\$15.00		\$240.00	\$12.00
		ZFEE	BASE FEES (GENERAL FUND)	\$4352.04		\$29.53		\$4381.57	\$219.08
		ZFINE	BASE FINES	\$3002.03				\$3002.03	\$150.10

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCIF	CHILDREN ISSUES EDUC FUND	\$617.08				\$617.08	\$30.85
		ZCEF	CLEAN ELECTIONS FUND	\$290.57				\$290.57	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$47.50		\$16.62		\$64.12	\$3.21
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.50		\$0.88		\$3.38	\$0.17
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$35.49		\$0.23		\$35.72	\$1.79
		ZJDET	COUNTY JUV DETENTION	\$91.86				\$91.86	\$4.59
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2105.73		\$14.08		\$2119.81	\$105.99
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1428.16				\$1428.16	\$71.41
		ZDNAS	DNA STATE SURCHARGE	\$183.66				\$183.66	\$9.18
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$819.86		\$15.00		\$834.86	\$41.74
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$265.33		\$1.78		\$267.11	\$13.36
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$105.00				\$105.00	\$5.25
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1278.23		\$25.66		\$1303.89	\$65.19
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$197.32				\$197.32	\$9.87

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# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$179.93		\$1.21		\$181.14	\$9.06
		ZDCRT	DRUG COURT FEE FUND	\$350.00				\$350.00	\$17.50
		ZDUIA	DUI ABATEMENT FUND	\$323.00				\$323.00	\$16.15
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$362.25				\$362.25	\$18.11
		ZWITN	EXPERT WITNESS FUND	\$840.00				\$840.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$42.72				\$42.72	\$2.14
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$98.08				\$98.08	\$4.90
		ZFAR1	FARE SPEC COLLECTIONS	\$5.59				\$5.59	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$203.35				\$203.35	\$10.17
		ZCC	GEN JURIS CONCILIATION COURT	\$847.52				\$847.52	\$42.38
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4109.39		\$28.50		\$4137.89	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$684.89		\$4.75		\$689.64	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2054.72		\$14.25		\$2068.97	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1034.40		\$6.91		\$1041.31	\$52.07

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2349.89		\$15.70		\$2365.59	\$118.28
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$63.01		\$14.00		\$77.01	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$117.01		\$26.00		\$143.01	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$83.14		\$83.14	\$4.16
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$332.55		\$332.55	\$16.63
		ZJS	JUVENILE PROBATION SERV FEES	\$182.52				\$182.52	\$9.13
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$392.66				\$392.66	\$19.63
		ZMISC	MISCELLANEOUS FEES	\$67.60				\$67.60	\$3.38
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.00				\$12.00	\$0.60
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$4.00				\$4.00	\$0.20
		ZPP	PASSPORT APPLICATION FEES	\$1225.00				\$1225.00	\$61.25
		ZPCOF	PRISON CONSTRUCTION AND	\$1653.81				\$1653.81	\$82.69
		ZPRS6	PROB SURCH 2006	\$0.76				\$0.76	\$0.04
		ZPBA	PROBATION FEE ADULT	\$12565.07		\$372.50		\$12937.57	\$646.88
		ZPUBZ	PUBLIC DEFENDER FEES	\$145.00				\$145.00	\$0.00

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$1474.00				\$1474.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$65.19				\$65.19	\$3.26
		ZTECH	TECHNICAL REGISTRATION FUND	\$13.00				\$13.00	\$0.65
		ZVAF	VICTIMS ASSISTANCE FUND	\$241.50				\$241.50	\$12.08
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$25.00		\$50.00		\$75.00	\$3.75
		ZPRS9	ZPRS9	\$50.00		\$15.00		\$65.00	\$3.25
<b>Agency Name : JUVENILE FAMILY COUNSELING FEE</b>									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$50.00		\$50.00	\$2.50
<b>Agency Name : MISCELLANEOUS - TRUST</b>									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$66.00				\$66.00	\$0.00
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$72.00				\$72.00	\$0.00
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$13194.11		\$415.00		\$13609.11	\$0.00
<b>Total:</b>				<b>\$80698.26</b>		<b>\$0.00</b>		<b>\$80698.26</b>	<b>\$2020.07</b>
								<b>Less Shaded Areas:</b>	<b>- 28,812.27</b>
									51,885.99
								<b>Less Hold Receipting:</b>	<b>- 2,372.29</b>
									\$49,513.70

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

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 January, 2014.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10<sup>TH</sup> day of February 2015.

  
Deputy

**ARF-3031**

**Consent Agenda Item 5. H.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** January 2015

**Submitted For:** Mary Navarro, Justice Court Operations Mgr

**Submitted By:** Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office monthly report for January 2015.

**Suggested Motion**

Acknowledgment of the January 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Globe Justice Court Report for January, 2015

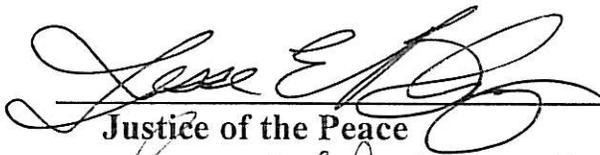
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**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: January, 2015**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 5,851.00</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 3,176.62</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 968.62</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 8,059.00</b>

  
\_\_\_\_\_  
**Justice of the Peace**

  
\_\_\_\_\_  
**Financial Clerk**

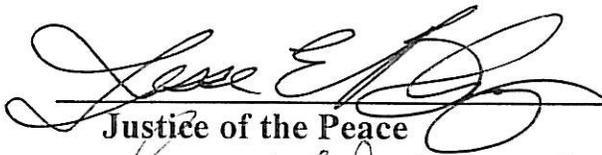
\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: January, 2015**

**BONDS**

BALANCE AT THE BEGINNING OF THE MONTH	\$ 5,851.00
RECEIVED DURING THE MONTH	\$ 3,176.62
DISBURSED DURING THE MONTH	\$ 968.62
BALANCE AT THE END OF THE MONTH	\$ 8,059.00

  
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Justice of the Peace

  
\_\_\_\_\_  
Financial Clerk

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

JANUARY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZOPRF		STATE	\$ 49.25	\$ 2.47	\$ 46.78
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 390.03	\$ 19.51	\$ 370.52
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 92.50	\$ 4.63	\$ 87.87
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,903.48		\$ 1,903.48
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,124.52		\$ 1,124.52
Game and Fish - Wildlife	ZGF		STATE	\$ 49.50	\$ 2.48	\$ 47.02
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 330.28	\$ 16.52	\$ 313.76
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 41.35	\$ 2.07	\$ 39.28
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPOE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 907.00	\$ 45.35	\$ 861.65
Alternative Dispute Resolution	ZADR		T848-2061	\$ 43.06	\$ 2.16	\$ 40.90
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 87.88	\$ 4.40	\$ 83.48
Confidential Address Assessment - Local	ZCAA2			\$ 4.62	\$ 0.24	\$ 4.38
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,144.66		\$ 1,144.66
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 5,411.59	\$ 270.58	\$ 5,141.01
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 910.00	\$ 45.50	\$ 864.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 661.46	\$ 33.08	\$ 628.38
DUI Abatement	ZDUJA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 322.42	\$ 16.13	\$ 306.29
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 41.71	\$ 2.09	\$ 39.62
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 914.04	\$ 45.71	\$ 868.33
Forensic Investigation Fund				\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 10,894.65	\$ 544.74	\$ 10,349.91
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 800.31	\$ 40.02	\$ 760.29
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 498.35	\$ 24.92	\$ 473.43
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 562.92		\$ 562.92
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 143.39	\$ 7.17	\$ 136.22
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,045.43		\$ 1,045.43
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 328.25	\$ 16.42	\$ 311.83
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 983.00		\$ 983.00
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 102.00	\$ 5.10	\$ 96.90
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 12.59		\$ 12.59
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 8.39		\$ 8.39
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 200.00	\$ 10.00	\$ 190.00
Law Enforcement Boating Safety Fund	ZLEAB			\$ -		\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 355.34	\$ 17.77	\$ 337.57
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,496.84	\$ 74.85	\$ 1,421.99
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,259.57	\$ 62.98	\$ 1,196.59
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 157.38	\$ 7.87	\$ 149.51
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 35.92	\$ 1.80	\$ 34.12
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 68.21	\$ 3.42	\$ 64.79
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 503.84	\$ 25.20	\$ 478.64
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 12.48	\$ 0.63	\$ 11.85
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 4.62	\$ 0.24	\$ 4.38
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 4.22	\$ 0.22	\$ 4.00
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 20.03	\$ 1.01	\$ 19.02
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 281.67	\$ 14.09	\$ 267.58
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,961.92	\$ 148.10	\$ 2,813.82
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 31.56	\$ 1.58	\$ 29.98
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 3,228.42	\$ 161.42	\$ 3,067.00

JANUARY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 60.18	\$ 3.01	\$ 57.17
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 141.67	\$ 57.17	\$ 84.50
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 1,929.99	\$ -	\$ 1,929.99
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,286.66	\$ -	\$ 1,286.66
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 85.53	\$ 4.28	\$ 81.25
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victims Rights Enforcement Fund	ZVREA			\$ 68.51	\$ 3.43	\$ 65.08
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 44,003.19</b>	<b>\$ 1,750.36</b>	<b>\$ 42,252.83</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>	<b>\$</b>	<b>42,252.83</b>
				<b>TOTAL RESTITUTION RECEIVED</b>	<b>\$</b>	<b>1,150.28</b>
				<b>TOTAL RECEIPTS THIS MONTH</b>	<b>\$</b>	<b>45,153.47</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
2/4/2015	8662	\$ 4,794.88	ARIZONA STATE TREASURER
2/4/2015	8663	\$ 39,208.31	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 44,003.19</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

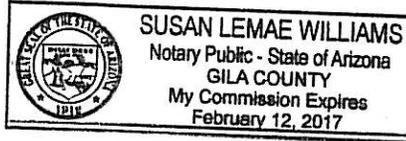
I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of JANUARY, 2015

*Jesse E. Bolinger*  
Justice of the Peace

Subscribed and Sworn to before me this 14th day of February, 2015.

*Susan Lemae Williams*  
Notary Public

My Commission Expires: February 12, 2017



**ARF-3043**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** January 27, 2015

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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**Information**

**Subject**

January 27, 2015, Board of Supervisors' meeting minutes.

**Suggested Motion**

Approval of the January 27, 2015, Board of Supervisors' meeting minutes.

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**Attachments**

01-27-15 BOS Meeting Minutes

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**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: January 27, 2015

**MICHAEL A. PASTOR**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TOMMIE C. MARTIN**  
Vice-Chairman

By: Laurie J. Kline  
Deputy Clerk

**JOHN D. MARCANTI**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

A County attorney was not present at this meeting.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE**

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Sherry Grice led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to adopt Resolution 15-01-01 that will approve and authorize County staff to issue the financing package along with any other necessary agreements, instruments and documents; and approve the sale, execution and delivery of up to \$2,000,000 in pledged revenue obligations.**

Jeff Hessenius, Finance Division Director, advised that it is necessary to adopt a resolution in order to proceed with the final actions required to secure financing for the Copper Administration Building. The financing package RFP (Request for Proposals) was sent to approximately 18 different financial institutions and responses are due by mid-February for review and analysis in order to determine which financing package is best for the County. He introduced Mark Reader, Stifel, Nicolaus & Company Managing Director, who stated that Mr. Hessenius accurately summarized this agenda item. Mr. Reader stated that the RFP is "on the street" and is due in approximately 10

days, so it's just a matter of evaluating the bids once they are received and reporting the information back to the County.

Vice-Chairman Martin thanked Mr. Reader for his expertise in assisting the County with this project. Supervisor Marcanti acknowledged that this action is another step in the process to move this project forward. Mr. Hessenius added that there has been an opportunity for the citizens to provide comments via email through the Gila County website as to this issue and, to date, there have been none received. Chairman Pastor stated that there have been numerous inquiries received from the public regarding the Copper Administration Building.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 15-01-01 that approved and authorized County staff to issue the financing package along with any other necessary agreements, instruments and documents; and approved the sale, execution and delivery of up to \$2,000,000 in pledged revenue obligations.

Chairman Pastor thanked Mr. Reader for being present at the Board meeting and then stated that although this has been a long process, it has demonstrated the County's efforts to provide transparency for the citizens of the County. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion on a revised draft Curfew Ordinance for future Board of Supervisors' approval.**

Mike Pastor, District II Supervisor, provided a brief history regarding a curfew ordinance and introduced Sherry Rice, Vice-Chairman of the Copper Basin Safe Kids Chapter, Arizona.

Ms. Rice stated that she presented information regarding adopting a curfew ordinance in Gila County at a Board of Supervisors' meeting in 2013; however, no action was taken by the Board at that time. She requested that the Board of Supervisors adopt a curfew ordinance for unincorporated areas of Gila County that would apply to youths under the age of 18. She read aloud a statement and stated that 9 of 15 Arizona counties have a youth curfew ordinance in place, as follows: Cochise, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Yavapai, and Yuma. She reviewed highlights of the 2014 Arizona Youth Survey for Gila County provided by the Arizona Criminal Justice Commission.

Chairman Pastor stated that he has observed that many 8<sup>th</sup> grade students seem to be susceptible to a lot of peer pressure and outside influences. He commented that it is favorable that Ms. Rice has spoken to Sheriff Adam Shepherd, who was not opposed to the implementation of a curfew ordinance.

Chairman Pastor advised that he received letters from Mitch Malkovich and Linda Pearce expressing their support of a curfew ordinance being adopted. Chairman Pastor also conveyed that local ranchers living in the Six Shooter Canyon area in Globe are concerned with the number of parties with bon fires and underage drinking that are taking place on U.S. Forest Service land that is located near their properties, and the potential risk of fires.

Vice-Chairman Martin stated, “Kids aren’t different than in the past; parents are different.” She supports adopting a curfew ordinance, but wants to ensure that there is consistency with regard to enforcement of the ordinance.

Supervisor Marcanti thanked Ms. Rice for her concern and interest in the youth in Gila County. He met with Sheriff Adam Shepherd and the Undersheriff with the intent of obtaining statistical information indicating that there is a need for a curfew ordinance; however, no such information was available. Supervisor Marcanti’s primary concern is the cost and manpower to enforce a curfew ordinance. He advised that the County would need to have a hearing officer to hear cases, implement an appeals process, and assign staff responsibility to oversee and follow through with the fines and or punishment imposed on youth offenders. He stated, “I don’t see how it (curfew ordinance) will help the community.”

Chairman Pastor referred to Section VI of the draft curfew ordinance that is entitled “Enforcement” and stated that he felt that it was “pretty liberal.” He asked County Manager Don McDaniel to address the enforcement section of the draft curfew ordinance.

Mr. McDaniel stated that Sections V and VI of the draft curfew ordinance allows an officer, who arrests a minor for a curfew violation, to take a great amount of time to actually question the youth as to the reason the youth is out late at night. He stated that the initial draft curfew ordinance was presented to the Board on January 29, 2013, during a work session. At that time the draft ordinance was sent to the Sheriff’s Office as well as the Probation Department to receive comments, and those comments are included in the revised draft curfew ordinance which is attached to the agenda item. He also reiterated that the letters submitted by Linda Pearce and Mitch Malkovich are in favor of adopting the ordinance.

Mr. McDaniel then reviewed the most recent revisions to the draft curfew ordinance. When “County” is defined in the ordinance under “Jurisdiction,” it includes all of United States Forest Service land, all of Bureau of Land Management areas and State-owned land, but specifically excludes incorporated communities and Tribal Reservation land. Another significant change is the hours of enforcement which are Sunday through Thursday 10 p.m. to 6 a.m. and Friday and Saturday from 12:00 a.m. to 5 p.m. Regarding valid defenses a youth may present to an arresting officer, Section III of the

draft ordinance outlines eight permissible reasons to be out during the curfew hours, as follows:

1. Accompanied by the minor's parent, guardian or an adult having supervisory custody.
2. With prior written permission of the parent or guardian, or an adult having supervisory custody, in a motor vehicle involved in interstate travel.
3. With prior written permission of the parent or guardian, or an adult having supervisory custody, in an employment activity or going to or returning home from an employment activity without any detour or stop.
4. Involved in an emergency.
5. With prior written permission of the parent or guardian, or an adult having supervisory custody, attending an official school, religious or other recreational activity supervised by adults and sponsored by any school district, governmental entity, a civic organization or other similar entity that takes responsibility for the minor, or going to or returning from without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by any school district, governmental entity, a civic organization or other similar entity that takes responsibility for the minor.
6. With prior written permission of the parent or guardian, or an adult having supervisory custody, exercising the First Amendment right of free exercise of religion or freedom of speech protected by the United States Constitution.
7. With prior written permission of the parent or guardian, or an adult having supervisory custody, was engaged in reasonable, legitimate and specific business and/or activity.
8. Married or had been married, or had disabilities of a minor removed, or emancipation ordered by a court of competent jurisdiction.

Mr. McDaniel added that the ordinance is written in a community friendly manner and that education and resources are offered to parents and children of the community.

Vice-Chairman Martin stated that she is conflicted with this issue, but understands that an action needs to be taken by the Board of Supervisors at a future meeting.

Chairman Pastor requested Mr. McDaniel to schedule this issue on a future Board meeting agenda for the Board to take an action to adopt or not adopt a curfew ordinance. He also encouraged members of the public to contact any of the three Supervisors with any questions or comments.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the**

**conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager 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 Pastor adjourned the meeting at 10:47 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2926**

**Consent Agenda Item 5. J.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** 02/03/15, 02/10/15, 02/17/15, and 02/24/15

**Submitted For:** Shelley McPherson, HR and Risk Management Director

**Submitted By:** Erica Raymond, Human Resources Assistant, Human Resources Department

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**Information**

**Subject**

Human Resources reports for the weeks of February 3, 2015, February 10, 2015, February 17, 2015, and February 24, 2015.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of February 3, 2015, February 10, 2015, February 17, 2015, and February 24, 2015.

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**Attachments**

HR Summary Report

02/03/15 Human Resources Report

02/10/15 Human Resources Report

02/17/15 Human Resources Report

02/24/15 Human Resources Report

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**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 3, 2015**

**DEPARTURES:**

1. Austin Payne – Constituent Services 2 – Temporary Laborer – 01/26/15 – General Fund – DOH 10/20/14
2. Judith Moss – Globe Regional Justice Court – Justice Court Clerk – 01/23/15 – General Fund – DOH 12/11/06
3. Sabil Fitzhugh – Payson Regional Justice Court – Justice Court Clerk Associate – 01/26/15 – General Fund – DOH 02/11/13
4. Wesley Wilson – Public Works – Road Maintenance and Equipment Operator – 04/30/15 – Public Works Fund – DOH 03/26/03
5. Lee Austin Jones – Public Works – Vehicle and Equipment Maintenance Supervisor – 03/19/15 – Public Works Fund – DOH 03/29/93
6. Sally Denny – Clerk of Superior Court – Courtroom Clerk Technician – 01/22/15 – General Fund – DOH 05/12/14

**NEW HIRES:**

7. Micah Wheeler – Assessor’s Office – Property Appraiser 1 – 02/23/15 – General Fund – Replacing Susan Aliprandini
8. Austin Livingood – Public Works – Road Maintenance Worker – 02/09/15 – Public Works Fund – Replacing Larry Perez

**TEMPORARY HIRES TO COUNTY SERVICES:**

9. Bryan Whitney – Health and Emergency Services – Temporary Public Health Emergency Preparedness Planner – 02/09/15 – Bio Terrorism Program Fund

**END PROBATIONARY PERIOD:**

10. Morgan Epperson – Community Development – Permit Technician – 02/04/15 – General Fund

**OTHER ACTIONS:**

11. Leslie Mora – Health and Emergency Services – Community Health Assistant – 06/30/15 – Various Funds – Change in fund codes
12. Sally Denny – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update

**REQUEST TO POST:**

13. Health and Emergency Services – Administrative Clerk Senior – Vacated by Carol Tanner
14. Assessor’s Office – Chief Deputy Assessor – Vacated by Lisa Romo
15. Public Works – Vehicle and Equipment Maintenance Supervisor – Vacated by Lee Austin Jones
16. Health and Emergency Services – Administrative Clerk Senior

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 10, 2015**

**DEPARTURES:**

1. Austin Livingood – Public Works – Road Maintenance Worker – 02/09/15 – Public Works Fund – DOH 02/09/15
2. Sandra Estrada – Sheriff’s Office – Detention Officer Lieutenant – 02/06/15 – General Fund – DOH 08/26/96
3. Tyler Pearce – Public Works – Automotive Service Worker – 02/03/15 – Public Works Fund – DOH 01/06/14
4. Debora Briseno – Community Services – Career and Employment Specialist – 01/30/15 – Workforce Investment Act(.10)/Workforce Investment Act Programs (.90) – DOH 07/01/13
5. Lynette Hale – Community Services – Temporary WEX Participant – 01/23/15 – Workforce Investment Act Programs Fund – DOH 01/05/15
6. Lexie Nosie – Health and Emergency Services – Community Health Specialist – 02/13/15 – Tobacco Free Environment Fund – DOH 10/16/06
7. Brian Hudson – Health and Emergency Services – Hearing Officer Contractor – 01/29/15 – Health Service Fund – DOH 03/15/12

**DEPARTMENTAL TRANSFER**

8. Pamela Alvino – Treasurer’s Office – From Accountant – To Accounting Clerk Specialist – 02/15/15 – General Fund – Replacing Tiffiney Sanchez
9. Tiffiney Sanchez – Treasurer’s Office – From Accounting Clerk Specialist – To Accounting Analyst – 02/15/15 – General Fund - Replacing Pamela Alvino

**REQUEST TO POST:**

10. Globe Regional Justice Court – Justice Court Clerk – Vacated by Judith Moss
11. Globe Regional Justice Court – Justice Court Clerk Senior – Vacated by Mary Mendez
12. Health and Emergency Services – Community Health Specialist – Vacated by Lexie Nosie
13. Community Development – Temporary Senior Planner
14. Public Works – Automotive Service Worker – Vacated by Tyler Pearce
15. Public Works - Road Maintenance and Equipment Operator – Vacated by C. Brent Bailey
16. Public Works – Road Maintenance and Equipment Operator – Vacated by Joel McDaniel
17. Health and Emergency Services – Hearing Officer Contractor – Vacated by Brian Hudson

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 17, 2015**

**DEPARTURES:**

1. Margaret Meares – Sheriff’s Office – 911 Dispatcher – 01/25/15 – General Fund – DOH 01/05/15
2. Caryn Garcia – Recorder’s Office – Recorder’s Clerk – 01/30/15 – General Fund – DOH 12/01/14
3. David Berry – Sheriff’s Office – 911 Dispatcher – 05/31/15 – General Fund – DOH 04/11/11
4. Terri Childers – Sheriff’s Office – Medical Assistant – 02/06/15 – General Fund – DOH 01/20/03

**NEW HIRES:**

5. Julie Taylor – Recorder’s Office – Recorder’s Clerk – 02/23/15 – General Fund – Replacing Caryn Garcia
6. Debra Williams – Clerk of Superior Court – Associate Jury Commissioner – 02/23/15 – General Fund – Replacing Sylvia Badilla
7. Sabrina Falquez – Probation – Juvenile Detention Officer – 02/23/15 – General Fund – Replacing Marcos Diaz
8. Guadalupe Aldape – Probation – Juvenile Detention Officer – 02/23/15 – General Fund – Replacing Dustin Hawkins
9. Devin Alvarez – Public Works – Building Maintenance Technician – 02/23/15 – Facilities Management Fund – Replacing Alex Cunningham
10. Calley Anderson – County Attorney’s Office – Deputy County Attorney – 03/02/15 – General Fund – Replacing Jessica Oortman

**TEMPORARY HIRES**

11. Frank Gonzales – Constituent Services 2 – Temporary Laborer – 02/23/15 – General Fund – Replacing Austin Payne

**END PROBATIONARY PERIOD:**

12. Jonathan Bearup – Superior Court – Deputy Court Administrator – 03/17/15 – General Fund

**DEPARTMENTAL TRANSFERS:**

13. Jordan Reardon – Sheriff’s Office – From Deputy Sheriff – To Detention Officer – 02/09/15 – General Fund – Replacing Jordan Reardon
14. Marcos Diaz – Probation – From Juvenile Detention Officer – To Surveillance Officer – 02/23/15 – Adult Probation Service Fees(.50)/General(.50) Funds – Replacing Kevin Kittle

**REQUEST TO POST:**

15. Sheriff’s Office – 911 System Coordinator – Vacated by Stacey Bryant

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 24, 2015**

DEPARTURES:

1. Adrian Marks – Community Services – Housing Rehabilitation Specialist – 02/17/15 – Housing Fund – DOH 06/23/14

NEW HIRES:

2. Marci Lantz – Probation – Juvenile Detention Officer – 03/02/15 – General Fund – Replacing Brian Martin

REQUEST TO POST:

3. Treasurer's Office – Temporary Treasurer Services Assistant – Vacated by Virginia Mounce

**ARF-3024**

**Consent Agenda Item 5. K.**

**Regular BOS Meeting**

**Meeting Date:** 03/03/2015

**Reporting Period:** February 6, 2015; and February 13, 2015

**Submitted For:** Jeff Hessenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 2-6-15; and 2-13-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 1, 2015, to February 6, 2015; and February 9, 2015 to February 13, 2015.

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**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 2-06-15 and 2-13-15

Berge Ford Bid

Amendment No. 1-Rodriguez Constructions

Amendment No. 2-TNFX

Service Agreement 110614-1-Azteca Glass

Professional Service Agreement No. 121014-5-Lori Burke

Amendment No. 1-Steven Burk

Amendment No. 1-Tim Nelson

Amendment No. 2-Experienced Firesprinkling

Professional Services Agreement No. 012115-Amanda Anderson

Service Agreement No. 011415-Miner Southwest

Amendment No. 3-WCD

Service Agreement 020315-Dutchaire

Service Agreement 013015-2-DJ's Companies

Service Agreement No 121014-1-Atomic Pest Control

Service Agreement No. 123114-1-Barkley Excavating

Service Agreement No. 122314-Hanlon Engineering

Amendment #3-Tree Pro

Amendment No. 2-TNFX

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**February 1, 2015 to February 6, 2015**

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
1216IBR014 Berge Ford	Informal Bid Request No. 1216IBR014 Purchase New ½ Ton, Full Size, Extended Cab, 4x4 with 6.5' long, Wide Bed, Pick-up Truck	\$26,972.56	02-04-15 until County takes receipt of vehicle	2-04-15	Expires	Landfill needs a new pick-up truck and will turn in a 2000 Ford F150 truck in exchange. Berge Ford submitted pricing for a new Ford F-150 with a 6.5' bed, as well as a new Ford F-150 with a 8' bed and bigger engine. Fleet Management decided to purchase the one with the 6.5' bed for \$23,972.56.
120214-1 Rodriguez Constructions	Amendment No. 1 to Service Agreement No. 120214-1 Rehabilitation Project No. HH#131-01	Increase contract amount by \$2,000.00 for a new total contract amount of \$48,426.00	12-10-14 to 06-30-15	2-04-15	Expires	Amendment No. 1 will serve to increase the contract amount by \$2,000.00 for the addition of floor insulation, installation of a 3" vent for water drain flow, and addition of baseboards trim installation and drywall repairs unforeseen during prior inspections.
011513-1 TNFX	Amendment No. 2 to Contract No. 011513-1 Electronic Medical Records and Charting Software Hosting Agreement Gila County Juvenile Detention	\$3,096.00	02-01-15 to 01-31-16	2-04-15	Expires	Amendment No.2 is issued to extend the contract from February 01, 2015 to January 31, 2016.
110614-1 Azteca Glass, Inc.	Service Agreement No. 110614-1 On-Call Glass Repair	Not to Exceed \$5,000.00	02-04-15 to 02-03-16	02-04-15	Option to renew for two additional one year periods	Contractor needed to repair or replace building glass in various Gila County buildings in and around Globe, Arizona on an On-Call basis or As Needed basis.

**February 1, 2015 to February 6, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
121014-5 Lori Burke, RN, FNP	Professional Services Agreement No. 121014-5 Family Planning Consulting & Well Child Examination Services	Not to Exceed \$5,000.00	1-1-15 to 12-31-15	2-4-15	Option to renew for two additional one year periods.	To provide Family Planning services to clients that meet eligibility criteria.
041514 Steven E. Burk, Attorney	Professional Services Contract No. 041514 Legal Services	N/A	7-1-14 to 6-30-15	2-4-15	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS-FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.
042514-1 Timothy V. Nelson, Attorney	Professional Services Contract No. 042514-1 Legal Services	N/A	7-1-14 to 6-30-15	2-4-15	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS-FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.

**February 1, 2015 to February 6, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
082914 Experienced Firesprinkling, Inc.	Amendment No. 2 to Service Agreement No. 082914 Service & Miscellaneous Repairs to Fire Sprinkling Systems	Increase contract amount by \$2,000.00 for a new total contract amount of \$6,499.00	9-10-14 to 9-9-15	2-4-15	Expires	The fire sprinkler system will not hold pressure and is still clogged due to corrosive failure. The Administration building in Payson is not protected by fire without this system in operation. Last summer it was discovered that water had been introduced into the "dry system" which is not supposed to be tested by the traditional water flow test. We requested a contract to explore the damage and repair of damaged parts. However, the damage is more severe and will require total replacement of the system.
012115 Amanda Anderson, MMS, PA-C, PLLC	Professional Services Agreement No. 012115 Psychiatric Consultation Services	Not to exceed \$1,500.00	2-4-15 to 6-30-15	2-4-15	Option to renew for two additional one year periods.	Provide Psychiatric Consultation Services regarding mental health issues for inmates.
011415 Miner Southwest	Service Agreement No. 011415 Service and Repair Rolling Steel Doors Facilities Warehouse	Not to exceed \$1,573.04	2-4-15 to 2-27-15	2-4-15	Expires	Service and repair three steel rolling doors at the Facilities Warehouse.

**February 9, 2015 to February 13, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
062512-1 WCD Enterprises, Inc.	Amendment No. 3 to Contract No. 062512-1 Janitorial Service for Southern Gila County	\$15,480.00	3-18-15 to 5-17-15	2-10-15	Expires	Contractor provides janitorial services for many County facilities in Southern Gila County. Public Works has requested this Amendment be issued for a two month extension only, to provide time to put this contract back out for bid.
020315 Dutchaire LLC	Service Agreement No. 020315 URRD Emergency Repair/Replace HVAC Community Services	\$6,000.00	2-10-15 to 6-30-15	2-10-15	Option to renew for two additional 1 year periods	To enable Dutchaire to perform emergency repair/repair on HVAC for Housing clients.
013015-1 DJ's Companies	Service Agreement No. 013015-2 Porta Jon Service Facilities Fairgrounds	Not to exceed \$2,392.00	2-10-15 to 2-9-16	2-10-15	Option to renew for two additional 1 year periods	Landscape crews made up of primarily prison trustees have a portable toilet on a trailer to use.
121014-1 Atomic Pest Control	Service Agreement No. 121014-1 Pest Control Service for Northern Gila County	Not to exceed \$3,320.00	2-10-15 to 2-9-16	2-10-15	Option to renew for two additional 1 year periods	To secure contract for pest control service for Northern Gila County Facilities; Star Valley Roads Office, Gas Shop, Diesel Shop, Administration Bldg, Courthouse Complex, Assessors/Recorders Bldg, Community Services Bldg, Sheriff's Office/Jail & JP Court Bldg, Other non-routine on call services such as bee removal, etc.
123114-1 Barkley Excavating LLC	Service Agreement No. 123114-1 Snow Removal for County Offices in Payson	Not to exceed \$2,000.00	2-10-15 to 2-9-16	2-10-15	Option to renew for two additional 1 year periods	Snow removal may be needed in parking lots of Payson buildings.

**February 9, 2015 to February 13, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
122314 Hanlon Engineering	Service Agreement No. 122314 Engineering Analysis for Modular Relocation to Payson Feasibility & Cost Estimation Services	\$15,825.00	5 weeks to complete from the date signed by County Manager	2-10-15	Expires	Structural Engineering Evaluation for Relocation of two existing 24 ft. x 60 ft. Modular Units to Payson needed to determine feasibility and roof load requirements for roof and substructure. Units to be used for proposed Payson Chamber of Commerce so County can proceed with a remodel for the Sheriff's office.
041613 Tree Pro	Service Agreement No. 041613 Tree Removal Public Works Timber Region	Increase contract amount by \$1,500.00 for a new total contract amount of \$5,100.00	4-25-15 to 4-24-15	2-10-15	Option to renew for two additional 1 year periods	Amendment No. 3 will increase the contract amount by \$1,500.00 for the removal of potentially hazardous trees in the Timber Region.
011513 TNFX	Amendment No. 2 to Contract No. 011513 Electronic Medical Records & Charting Software Hosting Agreement Gila County Sheriff's Medical Department	Not to exceed \$2,700.00	2-1-15 to 1-31-16	2-10-15	Expires	Contract expires on 01-31-15. Amendment No. 2 will extend the contract term to 01-31-16. Software Hosting Agreement with TNFX for electronic medical records and charting for the Gila County Sheriff's Office.

## GILA COUNTY



Tommie C. Martin, District I Supervisor  
Michael A. Pastor, District II Supervisor  
John Marcanti, District III Supervisor

Don E. McDaniel, Jr., County Manager

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### **INFORMAL BID REQUEST NO. 1216IBR014**

#### **NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**

It is the intent of Gila County to purchase "one (1) New ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck" as specified for the Recycling & Landfill Department.

Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Guerrero Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

**BID SUBMITTAL DUE DATE: 11:00 AM/MST (AZ Local Time), Wednesday, January 21, 2015**

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**", Bid No. "**1216IBR014**", date "**January 21, 2015**", and time "**11:00 AM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**Proposals shall be considered irregular for the following reasons:** 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous. 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. John Root, Auto Equipment Fleet Supervisor, Ph #928-402-8524.

**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.**

**INFORMAL BID REQUEST #1216IBR014**

**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**

**COST SUMMARY**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: Berge Ford Phone No.: 480-497-7527 / 480-241-9249 Cell  
 Vehicle Year, Make, & Model: 2015 / Ford / F-150 Super Cab 4x4 XL 145" WB 6.5' Bed

MINIMUM SPECIFICATIONS NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat (40-20-40) or bucket seats	X	
Adjustable Pedals		x N/A on XL Model
Cruise Control - Tilt	X	
Hands Free Phone ( Sync or Equivalent)	X	
Power Features: Door Locks	X	
Windows	X	
Steering	X	
6.5 Foot Long, Wide Bed	X	
Trailer towing package, 7250 GVWR		x 6,300 GVWR See alternative bid attached
Skid Plates	X	
6 Cylinder Gas Engine	X	
Automatic Transmission	X	
Air Conditioning	X	
Limited slip or locking rear end	X	
AM/FM CD Radio	X	
<b>SUB – TOTAL AMOUNT</b>	<b>\$24,889.00</b>	<b>.</b>
<b>OTHER COSTS</b> Delivery	<b>\$75.00</b>	<b>.</b>
Tire Tax	<b>\$5.00</b>	
<b>SALES TAX</b>	<b>\$2,003.56</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$26,972.56</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90-110 Days from date of (Note: Delivery Date may be a factor in informal bid award) order

**INFORMAL BID REQUEST #1216IBR014**  
**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**

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**PROPOSAL SIGNATURE**

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

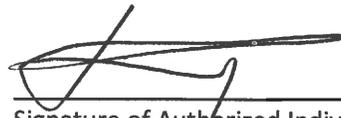
**PRICE BEING QUOTED:**   \$26,972.56  

**CONTRACT NO.:** **1216IBR014**

This offer certifies that the 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 vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

**Vendor Submitting Proposal:**

  Berge Ford    
Company Name

  
Signature of Authorized Individual

  460 E. Auto Center DR.    
Address

  Richard Lewis    
Print Name

  Mesa                  AZ          85204-6500    
City                      State          Zip

  Government Fleet Sales Manager    
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

**For clarification of this offer, contact:** Name:   Richard Lewis   Phone #:   480-241-9249  

The offer is hereby accepted:

The Vendor is now bound to provide the material or service listed in IBR No.: 1216IBR014, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Deputy Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

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Dealer: F71175

2015 F-150

Page: 1 of 1

Order No: 8585 Priority: C2 Ord FIN: QA521 Order Type: 5B Price Level: 530

Ord Code: 100A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
X1E	F150 4X4 S/C	\$32905	\$30519.00	52B	SYNC	\$420	\$358.00
	145" WHEELBASE			53A	TRAILER TOW PKG	495	422.00
YZ	OXFORD WHITE			58B	AM/FM CD	290	248.00
C	CLOTH 40/20/40				23 GAL TANK		
G	GRAY INTERIOR			85A	POWER EQUIP GRP	1170	998.00
100A	EQUIP GRP				SP DLR ACCT ADJ		(1431.00)
	.XL SERIES				SP FLT ACCT CR		(447.00)
	.17"SILVER STEEL				FUEL CHARGE		10.88
998	3.5LV6 TIVCTFFV			B4A	NET INV FLT OPT	NC	7.00
446	ELEC 6-SPD AUTO				DEST AND DELIV	1195	1195.00
	.265/70R-17 A/T				TOTAL BASE AND OPTIONS	37430	32694.88
XL6	3.73 ELEC LOCK	570	486.00	XL	BASE DISCT PEG & TT	(500)	(426.00)
	6300# GVWR				TOTAL	36930	32268.88
413	SKID PLATES	160	137.00	*THIS IS NOT AN INVOICE*			
50S	CRUISE CONTROL	225	192.00				

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20305

# Alternative Bid

## GILA COUNTY



Tommie C. Martin, District I Supervisor  
Michael A. Pastor, District II Supervisor  
John Marcanti, District III Supervisor

Don E. McDaniel, Jr., County Manager

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### INFORMAL BID REQUEST NO. 1216IBR014

#### NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck

It is the intent of Gila County to purchase “one (1) New ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck” as specified for the Recycling & Landfill Department.

Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Guerrero Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

**BID SUBMITTAL DUE DATE: 11:00 AM/MST (AZ Local Time), Wednesday, January 21, 2015**

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope: The words “**Informal Bid Request**” with Bid Title “**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**”, Bid No. “**1216IBR014**”, date “**January 21, 2015**”, and time “**11:00 AM/MST**”, shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**Proposals shall be considered irregular for the following reasons:** 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous. 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. John Root, Auto Equipment Fleet Supervisor, Ph #928-402-8524.

**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.**

Alternative Bid

**INFORMAL BID REQUEST #1216IBR014**

**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**

**COST SUMMARY**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: Berge Ford Phone No.: 480-497-7527/480-241-9249 Cell  
 Vehicle Year, Make, & Model: 2015 / F150 Super Cab 4x4 XL 163" WB 8' Bed

MINIMUM SPECIFICATIONS NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck	MEETS <u>MINIIMUM</u> SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat (40-20-40) or bucket seats	X	
Adjustable Pedals		x N/A on XL Model
Cruise Control - Tilt	X	
Hands Free Phone ( Sync or Equivalent)	X	
Power Features: Door Locks	X	
Windows	X	
Steering	X	
6.5 Foot Long, Wide Bed		x 8' Bed
Trailer towing package, 7250 GVWR	x 7,600 GVWR	
Skid Plates	X	
6 Cylinder Gas Engine		x 5.0L V8
Automatic Transmission	X	
Air Conditioning	X	
Limited slip or locking rear end	X	
AM/FM CD Radio	X	
<b>SUB – TOTAL AMOUNT</b>	<b>\$ 27,627.00</b>	<b>.</b>
<b>OTHER COSTS</b> Delivery	<b>\$ 75.00</b>	<b>.</b>
Tire Tax	<b>\$5.00</b>	
<b>SALES TAX</b>	<b>\$2,223.97</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$ 29,930.97</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90-110 Days from date of (Note: Delivery Date may be a factor in informal bid award)  
 order

**INFORMAL BID REQUEST #1216IBR014**  
**NEW ½ Ton, Full Size, Extended Cab, 4x4 with 6.5 foot long, Wide Bed, Pick-up Truck**

---

**PROPOSAL SIGNATURE**

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

**PRICE BEING QUOTED:**   \$29,930.97   .

**CONTRACT NO.:** **1216IBR014**

This offer certifies that the 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 vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

**Vendor Submitting Proposal:**

  Berge Ford    
Company Name

  
Signature of Authorized Individual

  460 E. Auto Center DR.    
Address

  Richard Lewis    
Print Name

  Mesa                  AZ                  85204-6500    
City                          State                          Zip

  Government Fleet Sales Manager    
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

**For clarification of this offer, contact:** Name:   Richard Lewis   Phone #:   480-241-9249  

The offer is hereby accepted:

The Vendor is now bound to provide the material or service listed in IBR No.: 1216IBR014, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Deputy Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

==>

Dealer: F71175

2015 F-150

Page: 1 of 2

Order No: 8585 Priority: C2 Ord FIN: QA356 Order Type: 5B Price Level: 530

Ord PEP: 100A Cust/Flt Name: MESA PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
X1E	F150 4X4 S/C	\$34750	\$32231.00	52B	SYNC	\$420	\$358.00
	163.7" WBASE			53A	TRAILER TOW PKG	495	422.00
YZ	OXFORD WHITE			58B	AM/FM CD	290	248.00
C	CLOTH 40/20/40			627	HD PAYLOAD PKG	1500	1279.00
G	GRAY INTERIOR				17" SILVER HDP		
100A	EQUIP GRP				23 GAL TANK		
	.XL SERIES			85A	POWER EQUIP GRP	1170	998.00
	.SELECTSHIFT						
99F	5.0L V8 FFV ENG	NC	NC	TOTAL BASE AND OPTIONS		40205	35052.88
446	ELEC 6-SPD AUTO			XL BASE DISCT PEG & TT		(500)	(426.00)
T7C	LT245/70R17E	NC	NC	TOTAL		39705	34626.88
XL6	3.73 ELEC LOCK	NC	NC	*THIS IS NOT AN INVOICE*			
	7600# GVWR						

413 SKID PLATES 160 137.00 \* MORE ORDER INFO NEXT PAGE \*

50S CRUISE CONTROL 225 192.00 F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC20305

==>

Dealer: F71175

2015 F-150

Page: 2 of 2

Order No: 8585 Priority: C2 Ord FIN: QA356 Order Type: 5B Price Level: 530

Ord PEP: 100A Cust/Flt Name: MESA PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
SP DLR ACCT ADJ		\$(1543.00)		
SP FLT ACCT CR		(482.00)		
FUEL CHARGE		10.88		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	1195	1195.00		

TOTAL BASE AND OPTIONS 40205 35052.88

XL BASE DISCT PEG & TT (500) (426.00)

TOTAL 39705 34626.88

\*THIS IS NOT AN INVOICE\*

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC20305



**AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 120214-1  
REHABILITATION PROJECT NO. HH#131-01  
RODRIGUEZ CONSTRUCTIONS, INC.**

Effective December 10, 2014, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#131-01, in Globe, Arizona.

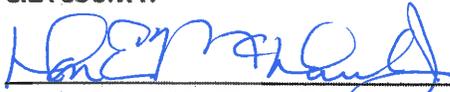
**Service Agreement 120214-1** was issued for a total flat fee of \$46,426.00. **Amendment No. 1 to Service Agreement 120214-1** is being issued to request an addition to the contract scope in the amount of Two Thousand dollars and 00/100's (\$2,000.00), for the addition of floor insulation, installation of a 3" vent for water drain flow, and addition of baseboards trim installation and drywall repairs unforeseen during prior inspections. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 120214-1 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the unit bid by \$2,000.00 for a new total contract amount of Forty Eight Thousand Four Hundred Twenty-Six dollars and 00/100's (\$48,426.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

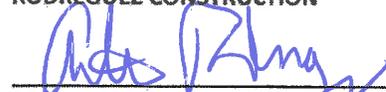
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 04<sup>th</sup> day of FEBRUARY, 2015.

GILA COUNTY:

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 2/4/15

RODRIGUEZ CONSTRUCTION

  
\_\_\_\_\_  
Signature

Art Rodriguez  
\_\_\_\_\_  
Print Name



**GILA COUNTY OFFICE OF COMMUNITY SERVICES**  
*"Improving the quality of life for all residents"*

**HOUSING REHABILITATION  
 CHANGE ORDER**

Date: 1/29/2015

Contractor: Rodriguez Construction

Job Number: CDBG 131-13-01 HH# 4749

The following change(s) is/are authorized in the above identified Housing Rehabilitation Contract:

Item	Description of Change	Cost
Insulation	Addition of floor insulation	1,000.00
Venting	Installation of a 3" vent for water drain flow	400.00
Interior drywall and trim	Addition baseboards trim installation and drywall repairs unforeseen during prior inspections.	600.00

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

*Nabriel E. Eyzocio* 1/29/2014  
 Rehab Project Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

Community Action Program  
 Gila Employment and Special Training  
 Housing Rehabilitation Program

Section Eight Housing Assistance  
 Re-Employment and Pre-Layoff Assistance Center  
 Workforce Investment Department

5515 S. Apache St., Suite 200  
 Globe, AZ 85501  
 T.D.D. Dial 7-1-1



Reasonable accommodations for persons with disabilities may be requested.



**AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 011513  
ELECTRONIC MEDICAL RECORDS AND CHARTING SOFTWARE HOSTING AGREEMENT  
GILA COUNTY SHERIFF'S MEDICAL DEPARTMENT**

**TNFX**

RECEIVED  
15 FEB -9 AM 10:03  
SUPERIOR REGIONAL JUSTICE COURT

Effective February 14, 2013, Gila County and TNFX entered into a contract whereby TNFX agreed to provide an Electronic Medical Records and Charting Software Hosting Agreement to the Gila County Sheriff's Medical Department.

**Amendment No. 1 to Contract No. 011513** was executed on February 18, 2014 to extend the contract term for one (1) year from February 01, 2014 to January 31, 2015.

The contract expires January 31, 2015. Per page 6, Article 14, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agrees to exercise this option and agree to extend the contract term for one (1) year from February 01, 2015, to January 31, 2016.

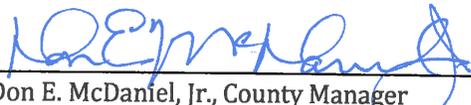
**Amendment No. 2 to Contract No. 011513** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year from February 1, 2015 to January 31, 2016.

Contractor will continue to bill for services pursuant to Attachment "A" of the original contract, but in no event shall charges for the February 01, 2015 to January 31, 2016 extension exceed \$2,700.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10 day of FEBRUARY, 2015.

**GILA COUNTY**

  
Don E. McDaniel, Jr., County Manager

**CONTRACTOR  
TNFX**

  
Authorized Signature

Barry Schofield  
Print Name

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 110614-1**  
**ON-CALL GLASS REPAIR**  
**FACILITIES**

**THIS AGREEMENT**, made and entered into this 04TH day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Azteca Glass, Inc., of the City of Globe, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110614-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110614-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 110614-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**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	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.

**3. 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, Contractor 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. 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - 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 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 Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,000.00 for glass repairs and replacement, *if required during the term of this contract.*

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. 110614-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**AZTECA GLASS, INC.**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 2/4/15

  
\_\_\_\_\_  
Signature

James Langley  
\_\_\_\_\_  
Print Name

REQUEST FOR QUOTE NO. 110614-1  
REQUEST FOR ON CALL SERVICE  
GILA COUNTY



**JOB/PROJECT DESCRIPTION**

Project consists of an On-call company to repair or replace building glass in various Gila County buildings, in and around, Globe, AZ.

Location: Various Gila County Buildings  
Globe, AZ

**Scope of Work and Specifications:**

- Provide On-Call service to repair or replace window glass.
- A call from the contractor is critical to the Facilities personnel for scheduling.
- State minimum and maximum response time to call outs.
- Most glass will be laminated and could be either metal frame, wood frame or store front.
- Major repairs, such as a complete replacement may require a bid process with more than your company, depending upon the critical nature of the area affected.
- Please include a quote of an hourly labor rate for a technician and drive time rate to complete repairs/replacements on an as needed basis. Please list all rates and times including normal business, after hours, and holidays.

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on January 7, 2015 to,  
Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov), fax 928-402-4386

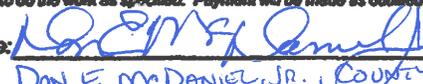
Contractor Name: Azteca Glass West d.b.a. Azteca Glass East

Contractor Address: P.O. Box 735 Miami, AZ 85339

Contractor Phone #: (928)425-8212 Email Address: james@aztecglass.com

Contractor Signature: *James R Langley*

PLEASE ATTACH DETAIL QUOTE.

<b>Proposal</b>	
	
Azteca Glass East 528 N. Broad Street Globe, AZ 85501 Ph # 928-425-6212 FAX # 928-425-8574	
PROPOSAL SUBMITTED TO: Gila County/ ATTN: Joannie Sgori	PHONE:
STREET:	DATE: 12/24/2014
CITY, STATE, and ZIP	JOB NAME: Quote #110614-1
FAX # 928-402-4386	JOB LOCATION: Various Locations
isgori@coilaacountyaz.gov	
<p><b>RE: Quote #110614-1</b></p> <p><i>Standard Labor Rates as follows</i></p> <p><b>\$25.00 Flat Rate Trip Charge</b></p> <p><b>\$65.00 Per Man Hour- 2 Hour minimum (unless quoted otherwise)</b></p> <p><b>After Hours/ Emergency Call</b></p> <p><b>\$97.50 Per Man Hour- 2 Hour minimum (unless quoted otherwise)</b></p> <p><b>Holiday Hours</b></p> <p><b>\$130.00 Per Man Hour- 2 Hour minimum (unless quoted otherwise)</b></p> <p><b>These labor rates are for Globe, Miami, Claypool &amp; Vicinity. Any other will be quoted accordingly.</b></p> <p><b>24 Hour Contact Numbers- James Langley (602)626-4774</b></p>	
<p><b>Payment to be made as follows:</b></p> <p><i>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. No cleaning of glass is included.</i></p> <p><b>1 1/2% Interest charged on accounts that are past 30 days - Plus related collection fees and services if warranted.</b></p> <p><b>Any insurance requirement other than the standard will be charged for accordingly.</b></p> <p style="text-align: center;">Authorized Signature: </p> <p style="text-align: center;">NOTE: This proposal may be withdrawn by us if not accepted within <u>30</u> days.</p> <p><b>If this proposal is accepted by the contractor it becomes a binding part of the contract, and can not be altered for price or content regardless of whether it is signed or not.</b></p> <p><b>Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</b></p> <p>Signature:  Date of Acceptance: <u>2/4/15</u></p> <p style="text-align: center;">DON E. MCDANIEL, JR.   COUNTY MANAGER</p>	

**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

## HEALTH AND EMERGENCY SERVICES

### PROFESSIONAL SERVICES AGREEMENT 121014-5 FAMILY PLANNING CONSULTING & WELL CHILD EXAMINATION SERVICES

**THIS AGREEMENT**, made and entered into this 04th day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Lori Burke, RN, FNP, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the **Subcontractor**.

**WITNESSETH:** That the Subcontractor, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide Family Planning Consulting Services and Well Child Examination Services for the Gila County Health Department as follows:

#### **FAMILY PLANNING CONSULTING SERVICES**

The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for Family Planning Services (ADHS), Contract No. HG86146.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

#### ***Duties/Responsibilities***

The subcontractor shall provide reproductive health consulting and physical examination services and shall sign routine standing orders and review medical protocols related to family planning, all in accordance with the ADHS contract and under the general direction of the County Health Department Director. The subcontractor acknowledges receipt of a copy of the ADHS contract and understands and agrees that all

services hereunder shall be provided in strict compliance with the ADHS contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.

The subcontractor shall:

1. Provide the County Health Department a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
2. Work collaboratively with a physician for consultation or referral on an as-need basis.
3. Sign an affidavit stating they have never been convicted of a felony or misdemeanor involving moral turpitude.
4. Attend the annual site visit by the state.
5. Follow all policies and procedures as defined by the Arizona Department of Health Services, Reproductive Health/Family Planning Program Policy and Procedure Manual.
6. Provide the County Health Department a list of clients and all data necessary for the quarterly quality assurance report monthly, along with an invoice for services provided that month by the 10<sup>th</sup> day of the following month.

#### **WELLNESS EXAMINATION SERVICES**

The subcontractor shall provide Wellness Examination Services and Immunizations to children, newborn to 2 years of age, under the general direction of the County Health Department Director.

- All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.
- The subcontractor shall provide the County Health Department a copy of certifications and licensure requirements, current immunizations, current CPR card, fingerprint and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
- Work collaboratively with the Counties "Consulting Physician" for consultation or referral on an as-need basis.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

#### **GENERAL SCOPE**

##### ***Reports and Records***

The record on a client at the time of physical examination and all other client records shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

***Independent Contractor***

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor a monthly fee of:

Family Planning Consulting

- Initial and annual exams                      \$50.00 per visit
- Return/Follow-up visits                      \$25.00 per visit

Well Child Examination Services

- \$50.00 per child when a "Well Baby" clinic is held in Payson.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the subcontractor will submit to the County a demand in the amount of the monthly fee.

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor’s expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

**ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** 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 employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Subcontractor shall further ensure that each subcontractor who performs any work for subcontractor 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 subcontractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of 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 subcontractor to penalties up to and including suspension or termination of this Contract.

Subcontractor 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 VIII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor 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 IX – 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 by the County before the effective date of termination.

**ARTICLE X – TERM:** The term of the contract shall commence on January 1, 2015 and continue in full force and effect up through and including December 31, 2015, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila 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.

**ARTICLE XI – PAYMENT:** Subcontractor shall be paid per the fee schedule as stated in Article II of this agreement, but in no event shall payment exceed \$ 5,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

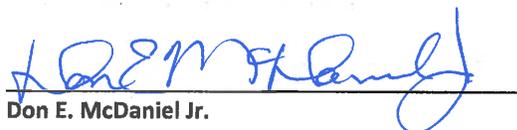
The subcontractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Subcontractor does not have a current W-9.

Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

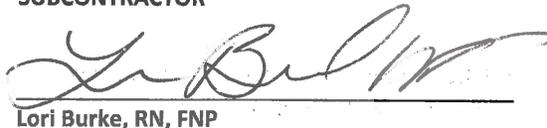
**IN WITNESS WHEREOF,** two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY MANAGER**

  
Don E. McDaniel Jr.

Date: 2/4/15

**SUBCONTRACTOR**

  
Lori Burke, RN, FNP

LORI BURKE, RN, FNP  
Print Name

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041514**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 041514  
LEGAL SERVICES**

**STEVEN E. BURK**

Effective June 24, 2014, Gila County and Steven E. Burk entered into a contract whereby Steven E. Burk agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 041514** will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Indigent Delinquency Compensation , "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

**Amendment No. 1 to Professional Service Contract No. 041514** will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" **with** "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, **Amendment No. 1 to Professional Services Contract No. 041514** will serve to replace the language in D-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" **with** "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item D2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 04th day of FEBRUARY, 2015.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 2/4/15

**STEVEN E. BURK**

  
\_\_\_\_\_  
Signature

Steven E Burk  
\_\_\_\_\_  
Print Name



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042514-1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 042514-1  
LEGAL SERVICES**

**TIMOTHY V. NELSON**

Effective June 24, 2014, Gila County and Timothy V. Nelson entered into a contract whereby Timothy V. Nelson agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1 to Professional Services Contract No. 042514-1** will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Indigent Criminal Defense Compensation, "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

**Amendment No. 1 to Professional Service Contract No. 042514-1** will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" **with** "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, **Amendment No. 1 to Professional Services Contract No. 042514-1** will serve to replace the language in C-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" **with** "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item C2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 04<sup>th</sup> day of FEBRUARY, 2014. 2015

GILA COUNTY:

  
Don E. McDaniel Jr., County Manager

Date: 2/4/15

TIMOTHY V. NELSON

  
Signature

Timothy V. Nelson  
Print Name



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 082914**

*The following amendments are hereby incorporated into the agreement for the below project*

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**SERVICE AND MICELLANEOUS REPAIRS TO FIRE SPRINKLING SYSTEMS**

**NORTHERN GILA COUNTY**

**Effective** September 10, 2014, Gila County and Experienced Firesprinkling, Inc. entered into a contract whereby Experienced Firesprinkling, Inc. agreed to provide the services and miscellaneous repairs to Fire Sprinkling Systems in Northern Gila County.

**Amendment No. 1 to Service Agreement 082914** was executed on December 23, 2014 to increase the original contract amount from Two Thousand Two Hundred Seventy-Five dollars and no/100's (\$2,275.00), by Two Thousand Two Hundred Twenty-Four dollars and 15/100's (\$2,224.15) for a new contract total of Four Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$4,499.15).

The Public Works Department would like to Increase the contract amount by an additional Two Thousand dollars and no/100's (\$2,000.00) to ensure that funds are available to provide service and repairs in the event of any emergency repairs that may be needed to be performed.

**Amendment No. 2 to Service Agreement 082914** will serve to increase the contract amount by \$2,000.00 for a new total contract amount of Six Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$6,499.00)

Consequently, the contract is amended to increase the contract amount by \$2,000.00 for a new total contract amount of Six Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$6,499.15).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 10, 2014 to September 09, 2015 renewal period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 04th day of FEBRUARY, 2015.

GILA COUNTY:

EXPERIENCED FIRESPRINKLING, INC.

\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

\_\_\_\_\_  
Signature

Date: 2/4/15

\_\_\_\_\_  
Print Name

Tommie C. Martin, District I  
610 E. Highway 260, Payson, AZ. 85547  
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(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

GILA COUNTY  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

## SHERIFF'S OFFICE

### PROFESSIONAL SERVICES AGREEMENT NO. 012115 PSYCHIATRIC CONSULTATION SERVICES

THIS AGREEMENT, made and entered into this 04<sup>TH</sup> day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Amanda Anderson, MMS, PA-C, PLLC, of the City of Surprise, County Maricopa, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** That 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor agrees to provide Psychiatric Consultations for the Gila County Sheriff's Office. The services shall be on an "as need" basis as requested by the County. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Contractor, their agent(s), employee(s), and subcontractor(s), are at all times acting and performing as an independent contractor.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent Contractor of the County and agrees that they shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

#### DUTIES AND RESPONSIBILITIES

The Contractor shall provide duties as follows:

Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

**ARTICLE II – FEES:** For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

**Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.**

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** The 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, and employees. 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 V – INSURANCE REQUIREMENTS:** The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County and listed below, with reputable insurance companies acceptable to the County under this agreement. The Contractor agrees to provide coverage equal to or greater than the limits as set forth herein. The Contractor agrees to provide the County with certificates evidencing the coverage specified.

1. Medical Professional Liability insurance in the amount of \$1,000,000.00 per incident
2. Commercial General Liability insurance in the amount of \$145,000.00 per incident.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII – 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 VIII – 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 IX – 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 by the County before the effective date of termination.

**ARTICLE X – TERM:** The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including June 30, 2015, unless terminated, canceled or extended as otherwise provided herein. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE XI – PAYMENT:** Contractor shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$ 1,500.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional 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 and they apply to all invoices received by the County.

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

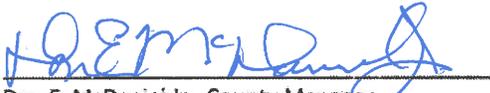
Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this agreement, each which shall include original signatures and 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.

GILA COUNTY MANAGER

Amanda Anderson, MMS, PA-C PLLC

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 2/4/15

AMANDA "MANDIE" ANDERSON, MMS, PA-C  
\_\_\_\_\_  
Print Name

**Hurst, Betty**

---

**From:** Fane, Joann  
**Sent:** Friday, January 23, 2015 1:45 PM  
**To:** Hurst, Betty  
**Subject:** FW: Psychiatrist for Jail

**From:** Mandie [mailto:mandieandersonpac@gmail.com]  
**Sent:** Friday, January 23, 2015 11:58 AM  
**To:** Fane, Joann  
**Cc:** Hobson, Richard  
**Subject:** Re: Psychiatrist for Jail

Hi, all,

I apologize for the delay. Per discussions with PA Hobson, the psychiatric consultation rate will be a flat fee of \$300/month, with the anticipated commitment time being on average 3, no more than 4, hours per month on my part. If the consultation and/or documentation demand appears to become more time/labor intensive on a consistent basis, the rate will be adjusted according to the median market rate of \$100/hour.

Of note, being that I am a psychiatric Physician Assistant, this has been discussed in full and incorporated into my Practice Agreement with my supervising physician, Dr. Rodolfo Nellas, and our practice agreement is on file at our office. Please let me know if you'd ever like a copy, which I am more than happy to provide.

Thank you so much for your time and patience! I look forward to being of use to your team.

Gratefully,

Mandie Anderson, MMS, PA-C  
Northwest Counseling & Associates  
18301 N 79th Ave.  
Suite F170  
Glendale, AZ 85308  
623.236.9295 (phone)  
623.236.8819 (fax)

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 011415**  
**SERVICE AND REPAIR ROLLING STEEL DOORS**  
**FACILITIES WAREHOUSE**

**THIS AGREEMENT**, made and entered into this 04~~th~~ day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Miner Southwest, of the City of San Antonio, State of Texas, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011415** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011415** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011415**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**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.

**3. 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, Contractor 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. 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - 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 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 Contract shall commence on the date it is signed by the County Manager and remain in effect through February 27, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,573.04 for completion of the projects as outlined in the Scope of Services.

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.

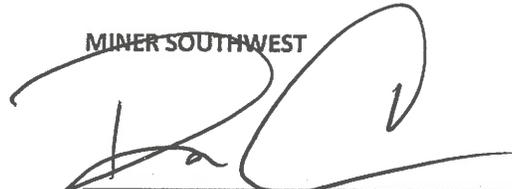
**IN WITNESS WHEREOF**, Service Agreement No. 011415 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 2/4/15

MINER SOUTHWEST

  
\_\_\_\_\_  
Signature

Dan Castner  
\_\_\_\_\_  
Print Name

# Proposal



Date: January 12, 2015

Done Right. Right Now.

**PREPARED FOR:**  
 Gila County Public Works Division  
 1400 E. Ash Street  
 Globe, Arizona 85501  
 Attn: David Horn  
 928.200.1641  
 Project: Facilities Warehouse

**PREPARED BY:**  
 Miner Southwest  
 Dan Castner  
 (480) 216-6251  
[dcastner@minercorp.com](mailto:dcastner@minercorp.com)

## Parts, Service or Accessories to be provided by Miner Southwest

This proposal is for Miner to service the (3) Rolling Steel Doors and replace the brake solenoid on one.

- Adjust the motor operators to remove the slack from the drive chain
- Inspect the doors for any other issues
- Replace the Brake Solenoid on the one door
- Lubricate the door and the motor operators
- Tighten all electrical connections
- Operate the doors to ensure for proper operation

FOR THE TOTAL SUM OF.....\$1,484.00 (plus tax)

*NOTE: This price on this proposal is based on using customer supplied scissor lift. If Miner has to provide a scissor lift there will be an additional charge of \$330.00.*

**INCLUDES: 1 YEAR WARRANTY, PARTS AND LABOR**

The above pricing includes material and labor described above. Work to be performed during regular business hours, Monday through Friday between 8am and 4:30pm. Work required during hours other than normal business hours will include extra charges.

### CUSTOMER ACCEPTANCE

  
 Approval Signature

Don E. McDaniel Jr.  
 Printed Name COUNTY MANAGER

PO#

2/4/15  
 Date

# Proposal



Done Right. Right Now.

Date: January 12, 2015

## Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal "Company" refers to The Miner Corporation.

### 1. PRICES

- Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
- Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
- Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
- Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.

### 2. SHIPMENT

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*.

### 3. DELIVERY

- The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
- Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
- If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.

### 4. CANCELLATION

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.

### 5. CONCEALED OR UNKNOWN

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

### 6. PERFORMANCE REQUIREMENTS

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source and products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.

### 7. INFORMATION AND SERVICE REQUIRED OF THE BUYER

- The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
- The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
- Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
- Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
- Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
- Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
- Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
- Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
- The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations

### 8. SERVICE WARRANTY

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.

### 9. EQUIPMENT AND PARTS WARRANTY

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.

### 10. ACCEPTANCE AND GOVERNING PROVISIONS

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas.



**AMENDMENT NO. 3**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**CONTRACT 062512-1  
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY  
WCD ENTERPRISES, LLC**

Effective September 18, 2012, Gila County and WCD Enterprises, LLC entered into a contract whereby WCD Enterprises, LLC agreed to provide Janitorial Services for Southern Gila County.

**Amendment No. 1** was approved by the Board of Supervisors on October 22, 2013 and served to extend the contract for one additional year, from September 18, 2013 to September 17, 2014.

**Amendment No. 2** was executed on September 17, 2014 extending the term of the contract for an additional six (6) month period from September 18, 2014 to March 17, 2015. Additionally Amendment No. 2 allowed for an increase to the contract of \$1,000.00.

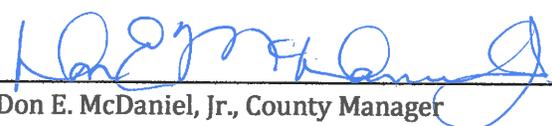
The contract expires March 17, 2015. Per Exhibit "C" -Term and Renewal, this period may be renewed by Gila County, at its' sole option, for three (3) additional one (1) year periods or portions thereof. The parties hereby agree to exercise this option and agree to extend the contract term for two (2) months from March 18, 2015 to May 17, 2015.

Contractor will continue to bill for services pursuant to Price Sheet of the original contract, but in no event shall charges for the March 18, 2015 to May 17, 2015 extension exceed \$15,480.00 without prior written agreement of the County.

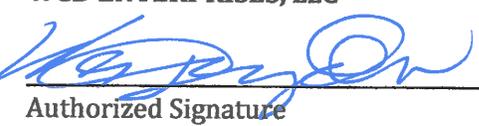
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10 day of FEBRUARY, 2015.

**GILA COUNTY**

  
Don E. McDaniel, Jr., County Manager

**CONTRACTOR  
WCD ENTERPRISES, LLC**

  
Authorized Signature

WES DRYDEN  
Print Name

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext. 8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 020315**  
**URRD EMERGENCY REPAIR/REPLACE HVAC**  
**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dutchaire LLC, of the City 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 shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 020315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 020315** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 020315**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**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 **walver of subrogation** against the County of Gila.

3. **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, Contractor 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. **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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – 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 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 Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015 unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$6,000.00, if required during the term of this contract, for a total blanket Purchase Order amount not to exceed \$6,000.00.

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. 020315 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**DUTCHAIRE LLC**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 2/10/15

Troy Dutcher  
\_\_\_\_\_  
Print Name

## Dutchaire LLC

1602 N. Arbor Ave.

Miami, Az. 85539

(928) 425-0236

(928) 200-3916

tnjdutcher@yahoo.com

**Hourly Labor Rate- \$50.00**

**Service Call (in town)- \$50.00**

**Service Call (Superior, Roosevelt, Top of the World, San Carlos)- \$75.00**

**Service Call (Tonto Basin, Kearny, Hayden, Winkleman, Dripping Springs)- \$85.00**

**Travel Rate- \$0.45 per mile**

*\*At Dutchaire LLC, we provide HVAC installations, repair and replacements on all models for both residential and commercial locations.\**

Thank you for the opportunity to do business with you,

Troy Dutcher, Dutchaire LLC.

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

## **SERVICE AGREEMENT NO. 013015-2**

### **PORTA JON SERVICE**

### **FACILITIES FAIRGROUNDS**

**THIS AGREEMENT**, made and entered into this 10<sup>TH</sup> day of FEBRUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, of the City of Claypool, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 013015-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 013015-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 013015-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**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 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.

**3. 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, Contractor 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. **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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well

as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – 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 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 Contract commences on the date it is signed by the County Manager and remains in effect for a period of one (1) year. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,392.00, *if required during the term of the contract*, for completion of the projects as outlined in the Scope of Services.

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.

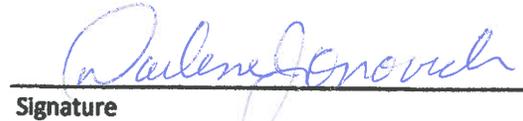
IN WITNESS WHEREOF, Service Agreement No. 013015-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**DJ'S COMPANIES**

  
Don E. McDaniel Jr., County Manager

Date: 2/10/15

  
Signature

Darlene Jonovich  
Print Name

disco50@hotmail.com

To: julle@djscompaniesinc.com

Subject: RE: Rate Sheet

Date: Wed, 4 Feb 2015 09:26:52 -0700

Betty,

Your toilet on wheels at the Gila County Fairgrounds is \$46.00 each time we service it, which is every other week at this time. Thanks Darlene

Thank you,

Darlene Jonovich

DJ's Companies, Inc.

Phone: (928)-425-0602

Fax: (928)-425-0332

E-mail: disco50@hotmail.com

---

Tommie C. Martin, District I  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 121014-1**  
**PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of FEBRUARY, 2015, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Atomic Pest Control LLC, of the City of Mesa, 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 routine pest control exterminating services for Northern Gila County facilities 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.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of pest control services for Northern Gila County facilities;
- Provide experienced, trained and responsible personnel to perform the required service. (Contractor and its employees working on this contract may be subject to a background check conducted by the County to ensure that no employee working at county facilities has any felony convictions, misdemeanors involving theft or dishonesty, is currently on probation for any crime, or has any current charges that could subject the employee to incarceration in the Gila County Jail);
- Perform all work in a safe manner and in accordance with current regulations;
- Ensure that no chemicals are stored at any facility;
- Treat each location with pesticides on the exterior and interior at each visit whether scheduled or a call back (Callbacks during the same period shall not be an extra charge);
- Adhere to all pesticide labels and all applicable requirements, laws and regulations;
- Mix and apply all chemicals according to the directions on the label and all accompanying or referenced literature;
- Use only pesticides which have been registered by the Environmental Protection Agency (EPA) and the Arizona State Chemist; and
- Provide the LOC Material Safety Data Sheets (MSDS) for all chemicals which are being used at the service location.

All work under this agreement shall be performed after 5:00 pm (Preferably Fridays), unless otherwise requested by the County.

### **LICENSURE/CERTIFICATION COMPLIANCE**

Contractor shall:

- Be licensed by the Arizona Office of Pest Management;
- Ensure each employee has a current Arizona State Application License;
- Maintain all applicable City, County, State, and Federal required licenses; and
- Have no felony convictions of any kind, misdemeanors involving theft or dishonesty, or be currently on probation for any crime.

### **SERVICED LOCATIONS AND FEE'S**

- Refer to Attachment "A" by mention made a binding part of this agreement.

The County shall have the option to add or remove locations as needed during the term of the agreement. The Contractor will be given a written notice by the County, if the County so chooses to make such changes. If locations are removed and added, fees shall be negotiated at that time, completed as a change order to the contract, and must have County Manager approval.

**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. 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.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ \_\_\_\_\_

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.

- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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– WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor’s warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor’s sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County’s requirements may require immediate repairs in reworking of defective goods, without notice to the

Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7– 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 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 the date it is signed by the County Manager, and continue in full force and effect for a period of one year from that date, 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 pursuant to the attached payment schedule but in no event shall payment exceed \$3,320.00 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

The Arizona State Library, Archives and Public Records requires that the following information must also be included with each invoice and be retained for five (5) years.

- Name of Pesticide Used at Location
- Pesticide Manufacture
- Mixture & Application Rates Used at Location
- Time of Day Applied

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 Accounts Payable Department 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, two (2) identical counterparts of Agreement No. 121014-1, each which shall include original signatures and 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.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 2/10/15

ATOMIC PEST CONTROL LLC

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

## Attachment "A" - PRICE SHEET

Contractor Name: Atomic Pest Control, LLCPhone No.: 928-474-3991Email Address: diane@atomicpestcontrol.com**QUARTERLY - SERVICED LOCATIONS**

Location	Square Foot	*Cost Proposed
Star Valley Roads Office 5318 E. Hwy 260, Star Valley	2,344	\$ <u>50.00</u>
Star Valley Gas Shop 5320 E. Hwy 260	3,460	\$ <u>50.00</u>
Star Valley Diesel Shop 5322 E. Hwy 260	13,580	\$ <u>90.00</u>
Administration Building 610 E. Hwy 260, Payson	6,500	\$ <u>80.00</u>
Courthouse Complex 714 S. Beeline Hwy, Payson	13,983	\$ <u>150.00</u>
Assessors/Recorders Building 201 W. Frontier, Payson	1,896	\$ <u>60.00</u>
Health Department Building 107 W. Frontier, Payson	4,298	\$ <u>40.00</u>
Community Services Bldg 100 W. Main St., Payson	2,944	\$ <u>50.00</u>

**MONTHLY - SERVICED LOCATIONS**

Location	Square Foot	*Cost Proposed
Sheriff's Office/Jail & JP Court 108 W. Main, Payson	7,340	\$ <u>70.00</u>

**OTHER COSTS**

Cost for service performed outside of the routine, such as bees or other pests for the buildings in excess of the monthly/quarterly service. (Attach information if necessary.)

\$ TBD

\* Cost shall include all applicable taxes and travel. Taxes shall not be levied on labor.

REQUEST FOR QUOTES NO. 121014-1 PEST CONTROL SERVICES - PAYSON

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 123114-1**  
**SNOW REMOVAL FOR COUNTY OFFICES IN PAYSON**

**THIS AGREEMENT**, made and entered into this 10<sup>TH</sup> day of February, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Barkley Excavating LLC, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Contractor will perform snow removal on various County parking lots in Payson, Arizona when directed by the Gila County Facilities Department.

Contractor Fee's:

Labor at \$80.00/hour  
Per snow plow

**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	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.

3. **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, Contractor 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. **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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – 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 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 Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,000.00, *if required during the term of this contract.*

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.

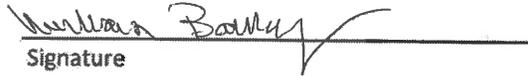
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 123114-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**BARKLEY EXCAVATING LLC**

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 2/10/15

William Barkley  
Print Name

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hesseus, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 122314**  
**ENGINEERING ANALYSIS FOR MODULAR RELOCATION TO PAYSON**  
**FEASIBILITY & COST ESTIMATION SERVICES**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of FEBRUARY, 2011, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hanlon Engineering & Architecture, Inc. of the City of Tucson, State of Arizona, hereinafter designated the Engineer.

**WITNESSETH:** The Engineer, 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 Consultant agrees to provide Professional Engineering Consulting feasibility and cost estimation services for the structural load verification and relocation/footing costs for existing modular designated to be relocated and reinstalled in Payson, AZ.

Consultant will provide the following:

Per Attachment "A" to Service Agreement No. 122314, by mention made a binding part of this agreement as set forth herein.

**Section 7.0 Commercial Terms:**

- |   |            |
|---|------------|
| 1. Structural Engineering Evaluation  | \$1,565.00 |
| Provide possibly two Structural Engineering Options, depending on evaluation & lot location |            |
| 2.3 Structural Engineering Services-Grade Beams & Connector                                 | \$5,125.00 |
| 2.4 Structural Engineering Services-Grade Beams, Footings & Ramadas                         | \$7,935.00 |
| 3.0 Cost Estimates for Both Options   | \$1,200.00 |

**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 Consultant 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:** Consultant 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 Consultant 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 Consultant 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 Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Consultant"**.

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.

3. **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, Consultant 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. **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 Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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 Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant 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:** Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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.

Consultant 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 Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – WARRANTY:** Consultant expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Consultant warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Consultant warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Consultant knows or has reason to know the particular purpose for which County intends to use the goods or services, Consultant warrants that such goods or services will be fit for such particular purpose. Consultant warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Consultant's warranty shall run to County,

its successors, and assigns. Consultant agrees to replace or correct, at Consultant's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Consultant to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Consultant, may make such corrections or replace such goods and services and charge Consultant for the cost incurred by the County in doing so. Consultant recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Consultant. In such event, Consultant shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 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:** Consultant is an independent Consultant of the County. Consultant 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. Consultant 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 Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Consultant 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 Consultant 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 Consultant for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Consultant 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 Consultant 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 Contract commences on the date it is signed by the County Manager and remains in effect for five weeks.

**ARTICLE 15 - PAYMENT/BILLING:** Consultant shall be paid an amount not to exceed \$15,825.00 for completion of the projects as outlined in the Scope of Services.

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 Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 122314 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

HANLON ENGINEERING & ARCHITECTURE, INC.

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 2/10/15

Robert J. Hanlon  
\_\_\_\_\_  
Print Name



Design • Planning • Development • Management  
Tucson...Phoenix... Elko

September 29, 2014

Steve Stratton  
Gila County Department of Public Works  
745 N. Rose Mofford Way  
Globe, Arizona 88501  
Email: sstratton@gilacountyaz.com

Subject: Gila County Modular Relocation  
Engineering Services Proposal  
HEA Proposal No.: 14144:P

Dear Mr. Stratton:

We would like to thank you for the opportunity to support Gila County with our Feasibility & Cost Estimation Services for the Structural Load verification & Relocation/Footing Costs for existing Modulares designated to be relocated and reinstalled in Payson. In accordance with Gila County September 19, 2014 Proposal request, we are submitting the following for consideration.

Our tailored approach will meet the requirements of Gila County discussed Scope of Work, Pre-Bid building tour, and other proposal related correspondence we are prepared to deliver the Project within the deadlines provided.

Hanlon Engineering & Architecture, Inc. is recognized for skilled Architecture, Engineering, Consulting, Design, and Construction Management services. HEA employs an experienced, professional staff and has the skills and resources to complete this project in an efficient and cost effective manner.

We appreciate the opportunity to support Gila County and look forward this Project. If you should have any questions, please contact me or Robert Hanlon at (520) 326-0062.

Sincerely yours,  
Hanlon Engineering & Architecture, Inc.

*Daniel L. McPeak, RA AIA NCARB*

Daniel L. McPeak, RA AIA NCARB  
Principal Architect

CC : Robert Hanlon; Dustin Mandeville

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**APPENDIX A – SERVICE FEE SCHEDULE**

## 1.0 INTRODUCTION

Hanlon Engineering & Architecture, Inc. ("HEA") is a full service, Multidisciplinary Engineering and Architecture Firm established in 1999. Corporate Office is located in Tucson, Arizona and branch offices in Phoenix, Arizona and Elko, Nevada.

HEA's success is built on a Single Source all inclusive Engineering, Architecture and Management Firm that Commercial, Industrial, Institutional, Mixed-Use and Other Projects types benefit from. Our broad range of expertise allows us to support our Clients' Projects through feasibility, from conception, to design, engineering, procurement, construction, permitting and commissioning.

HEA maintains Business Licenses in 7 States legally authorizing us to conduct business in your jurisdiction, Professional Licensure in 9 states that guarantees protection of your investment through regulated and ethical standards of practice, and National Certifications which assists in License Reciprocity to meet Project and Client Requirements.

Comprised of qualified, motivated, and talented Staff of Registered Engineers, Architects, Interns and Administration, HEA is capable of handling any size and complexity of project. Many Individuals have 25 or more years of varied project experience to offer to Clients.

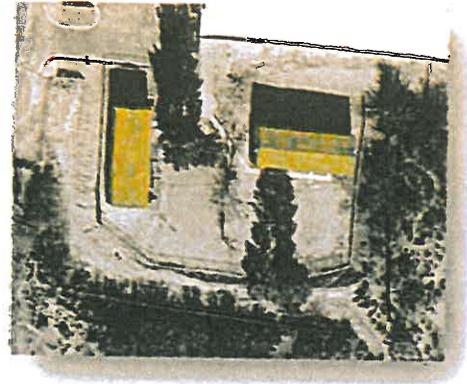
Since HEA's establishment in 1999 over 1,500 Projects carrying a constructed value of over \$2B have been completed on time and budget. Our Firm is nationally recognized where a significant portion of our work involves renovation and modernization of existing facilities throughout North, Central and South America. Recently we have been tasked to do feasibility studies internationally for Mining Projects in Spain and Turkey.

HEA dedicates specific experienced individuals/teams to Projects. Their task is to maintain strict attention to detail for the duration of your project, resulting in an on time and budget conscious delivery.



## 2.0 PROJECT OVERVIEW

Project is to relocate and re-install two existing 24 ft. x 60 ft. Modular Units to Payson. Hanlon Engineering & Architecture, Inc. (HEA) will estimate Costs to demolish, relocate, re-install the structure and to design concrete foundations. HEA will create concrete structural drawings that depict foundation/footings for metal jack stands. Load Evaluations will be performed on the building structure to certify roof (gravity) loading meets load requirements and codes, foundation/footing design recommendations, and an analysis on a Ramada vs. Separating the Structures.



## 3.0 SCOPE OF WORK

HEA is tasked with providing Professional Services to Gila County. Scope of Work will be based upon the level of involvement Gila County would like HEA to participate. Below is a listing of the discussed items that Gila County Department of Public Works would like us to consider for possible components to this proposal.

- a. Preliminary Cost Estimates and Structural Load Evaluations for Existing Modular Structures are primary to Scope of Work.
  1. Preliminary itemized Cost Estimate with values for each portion of demolition, relocation, concrete work, and re-installation of buildings to a new site.
  2. HEA Structural Evaluation Report will describe in detail the stability status of the existing structure and its capacity for gravity loading and to propagate forces to the new footing/slab design. Recommendations for a new roof structure called a Ramada may be advised.
  3. HEA will provide Structural Engineering Services for concrete grade beam footing design under this proposal.
- b. If determined that a Ramada is desired or required, then separate calculations and construction drawing package will be produced for permit.
- c. If determined that the structures should remain separate, and separated by a distance of 5 ft. or more, HEA will additionally provide the structural calculations and structural drawings for the connectors between the buildings. Gila County Architect will provide Architectural Layout and Elevations as required.

**4.0 DELIVERABLES**

Deliverables will follow 2003 IBC; 2002 NEC; 2006, IPC IFG; 2007 IMC; ADA and June 28, 2011 revision to Building Code Ordinance of the County of Gila.

## 1) Structural Engineering Evaluation:

- Roof (Gravity) Capacity
- Foundation Capacity
- Concrete Design Recommendations
  - Calculations & Report

## 2) Structural Engineering Options:

- 2.1 With no modification to Structures
  - Footing Design – Grade Beam
    - Drawings & Calculations: 4 Sheets, Calculations
- 2.2 With minor truss modifications to structures
  - Footing Design – Grade Beam
  - Structural Design – Roof Modification Details
    - Drawings & Calculations: 5 Sheets, Calculations
- 2.3 With Separated Design and Connector
  - Footing Design – Grade Beam
  - Structural Design – Connector Details
    - Drawings & Calculations: 7 Sheets, Calculations
- 2.4 With Ramada Design
  - Footing Design – Grade Beam & Ramada Footings
  - Structural Design – Ramada Structure
    - Drawings & Calculations: 8 Sheets, Calculations

## 3) Cost Estimate Options:

- 3.1 Demo, Relocation, and Re-Installation
  - Concrete Foundation - Modular
    - CAPEX Estimate
  - Concrete Foundation & Steel – Ramada
    - CAPEX Estimate

**5.0 SCHEDULE**

Hanlon Engineering & Architecture, Inc. (HEA) is ready to begin this work immediately upon notice to proceed. HEA anticipates the engineering duration to be approximately 3-5 weeks after receipt of the order and Owner furnished information.

**6.0 CLARIFICATIONS**

Hanlon Engineering & Architecture, Inc. is a Single Source Firm that can accommodate the entire range of services for Projects. In this section we clarify what is not included per the scope of work in this Project. If requested by Owner to provide additional service items HEA can accommodate.

- HEA has excluded the Architectural, Mechanical, Electrical, Plumbing, Civil Design as this is being provided by Gila County.
- HEA has excluded Utility Design to the relocated structure.
- HEA has excluded Environmental and Surveying Work from this effort.
- Gila County is to supply HEA with any and all available Surveys (Site, Geotech, Etc.) & known Construction Documents of the existing facility.
- HEA has excluded Geotechnical services from this effort.
- Fire Suppression and Detection are excluded from this effort.
- CAPEX does not include Time & Materials for hook-up or build out items.
- Permitting and Environmental Engineering is excluded from this effort.
- As-Built are excluded from this effort.

**7.0 COMMERCIAL TERMS**

In accordance with your request for quote, HEA proposes the following price for work defined herein. Billings will be invoiced monthly and due Net 30 days. Listing below is itemized per request for Gila County to choose what services HEA will render.

Description:	Itemized Proposal Value:
1) Structural Evaluation	
\$1,565.00	
2.1) Structural Engineering Services – Grade Beams	
▪ Structural Engineering/Drafting & Design Calculations	\$2,120.00
○ Placing units side by side or end to end.	
2.2) Structural Engineering Services – Grade Beams & Roof Modifications	
▪ Structural Engineering/Drafting & Design Calculations	\$2,155.00
○ Placing units side by side with Roof Modifications.	
2.3) Structural Engineering Services – Grade Beams & Connector	
▪ Structural Engineering/Drafting & Design Calculations	\$5,125.00
○ Placing units next to each other but separated.	
2.4) Structural Engineering Services – Grade Beams, Footings & Ramada	
▪ Structural Engineering/Drafting & Design Calculations	\$7,935.00
○ Placing units side by side with a single Ramada Roof over.	
3.0) Cost Estimate	
▪ CAPEX unit value per estimate	\$ 600.00

**COMMERCIAL TERMS (CONT.)**

---

- HEA will perform work on a Lump Sum basis relating to Proposed Values above. Shown in Appendix A is the current fee schedule, which is effective until December 31, 2014. Rates for FY2015 will reflect a 5% increase.
- Our standard fee schedule is attached and shall be the basis for any additional work.
- Travel expenses (travel labor charges, airfare, lodging, meals, vehicle rental and fuel, and other approved incidental expenses) are at cost plus 10%.
- Price valid for 30-days.
- 1-1/2 % interest charge on all outstanding balances past due after 30-days from invoice date.
- The payment terms proposed herein are discount 0%, net 30-days after receipt of invoice.
- Any disputed amounts and the reasons why must be submitted in writing to Hanlon Engineering and Architecture, Inc within the net due period. Disputed amounts are to be deducted from the invoice balance and the balance paid within net due period. All disputed amounts must be resolved within 30-days of invoice date.
- Certain labor classifications are paid time and one-half for all hours over 40 hours per week as determined by the US Department of Labor. Rates charged for time over 40 hours per week are billed at 1.25 times the standard rate listed on the attached fee schedule.
- Special delivery, express delivery (FedEx, UPS etc.) – billed at cost plus 10% added fee for process and handling.
- Outside services and special supplies – billed at cost plus 10 % added fee for processing and handling.
- Hanlon Engineering & Architecture, Inc. is an Arizona Corporation; Registered with the Arizona & Nevada Secretary of State and the State Technical Boards, HEA is not a licensed contractor.
- HEA excludes all ~~taxes, fees, licensing's, etc.~~ taxes, fees, licensing's, etc. required by federal, state and local municipalities. If any of these apply to this project or our services, they are the sole responsibility of the owner and will be billed at cost.
- HEA excludes all licenses, fees, etc. required by any entity.

## APPENDIX A

### Service Fee Schedule

Prepared For:

Gila County Department of Public Works  
Modular Relocation

Prepared by:



Proposal No.: 14144:P

September 29, 2014

Gila County Department of Public Works  
Modular Relocation

Sept 29, 2014  
HEA Proposal No.: 14144:P

2014 Home Office Fee Schedule

Discipline / Trade	Hourly Rate	Discipline / Trade	Hourly Rate
Director of Projects	\$145.00	Chemical Department Manager	\$125.00
Engineer Manager	\$145.00	Chemical Engineer V	\$125.00
Project Manager, V	\$145.00	Chemical Engineer IV	\$115.00
Project Manager, IV	\$125.00	Chemical Engineer III	\$110.00
Project Manager, III	\$115.00	Chemical Engineer II	\$100.00
Project Manager, II	\$105.00	Chemical Engineer I	\$90.00
Project Manager, I	\$95.00	Electrical / Inst. Department Manager	\$125.00
Project Engineer, V	\$115.00	Electrical Engineer V	\$125.00
Project Engineer, IV	\$105.00	Electrical Engineer IV	\$115.00
Project Engineer, III	\$95.00	Electrical Engineer III	\$105.00
Project Engineer, II	\$85.00	Electrical Engineer II	\$95.00
Project Engineer, I	\$75.00	Electrical Engineer I	\$85.00
Project Administrator	\$55.00	Electrical Controls System Engineer V	\$125.00
Process Engineer V	\$185.00	Electrical Controls System Engineer IV	\$125.00
Process Engineer IV	\$165.00	Electrical Controls System Engineer III	\$115.00
Process Engineer III	\$155.00	Electrical Controls System Engineer II	\$105.00
Process Engineer II	\$125.00	Electrical Controls System Engineer I	\$95.00
Process Engineer I	\$95.00	Mechanical Department Manager	\$125.00
Architect (Principal)	\$110.00	Mechanical Engineer V	\$125.00
Architect IV	\$100.00	Mechanical Engineer IV	\$115.00
Architect III	\$95.00	Mechanical Engineer III	\$105.00
Architect II	\$85.00	Mechanical Engineer II	\$95.00
Architect I (Intern)	\$75.00	Mechanical Engineer I	\$85.00
Civil Department Manager	\$125.00	Mining Engineer, V	\$250.00
Civil Engineer V	\$115.00	Mining Engineer, IV	\$195.00
Civil Engineer IV	\$105.00	Mining Engineer, III	\$165.00
Civil Engineer III	\$95.00	Mining Engineer, II	\$145.00
Civil Engineer II	\$85.00	Mining Engineer, I	\$125.00
Civil Engineer I	\$75.00	Programmer V	\$125.00
Civil, Geotechnical Engineer V	\$125.00	Programmer IV	\$115.00
Civil, Geotechnical Engineer IV	\$115.00	Programmer III	\$110.00
Civil, Geotechnical Engineer III	\$105.00	Programmer II	\$100.00
Civil, Geotechnical Engineer II	\$95.00	Programmer I	\$95.00
Civil, Geotechnical Engineer I	\$85.00	Structural Department Manager	\$125.00
Geologist, Registered	\$225.00	Structural Engineer V	\$125.00
Geologist, I	\$145.00	Structural Engineer IV	\$105.00
Environmental Engineer, V	\$125.00	Structural Engineer III	\$95.00
Environmental Engineer, IV	\$125.00	Structural Engineer II	\$85.00
Environmental Engineer, III	\$115.00	Structural Engineer I	\$75.00
Environmental Engineer, II	\$110.00	Design Manager	\$95.00
Environmental Engineer, I	\$95.00	Document Controller	\$55.00
Designer V	\$80.00	Estimator, II	\$95.00
Designer IV	\$70.00	Estimator, I	\$75.00
Designer III	\$65.00	Expeditor/Inspector (non-engineer)	\$75.00
Designer II	\$55.00	Manager of Procurement	\$85.00
Designer I	\$45.00	Project Accountant	\$75.00
Drafter	\$35.00	Purchasing Agent	\$75.00
Bookkeeper	\$65.00	Senior Cost/Schedule Engineer	TBD
Buyer	\$65.00	Cost/Schedule Engineer	\$95.00
CAD Coordinator	\$95.00	Construction Planner	\$95.00

Certain labor classifications are paid time and one-half for all hours over 40 hours per week as determined by the US Department of Labor. Rates charged for time over 40 hours per week are billed at 1.25 times the standard rate listed on the attached fee schedule.



Gila County Department of Public Works  
 Modular Relocation

Sept 29, 2014  
 HEA Proposal No.: 14144:P

### 2014 Schedule of Reimbursable Expenses

Item Description	Amount
Lodging	Cost + 10%
Company Vehicle - Daily Rate <sup>1</sup>	\$110.00
Company Vehicle - Weekly Rate <sup>1</sup>	\$550.00
Company Vehicle - Monthly Rate <sup>1</sup>	\$2,200.00
Rental Vehicle <sup>1</sup>	Cost + 10%
Rental Vehicle Daily Insurance <sup>2</sup>	\$12.00
Vehicle Mileage Reimbursement <sup>3</sup>	\$0.56 / mile
Airfare	Cost + 10%
Meals	Cost + 10%
Fuel	Cost + 10%
Special / Express Delivery (UPS/Fedex)	Cost + 10%
Outside Services / Special Supplies	Cost + 10%

<sup>1</sup> Company and rental vehicle rates do not include fuel.

<sup>2</sup> Rental vehicles shall have a \$12/day fee added to cover insurance and liability  
 In the amount of \$1,000,000.

<sup>3</sup> Vehicle mileage reimbursement rate is based on the IRS standard  
 Reimbursement rate at the time and is subject to change.



**AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 041613**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**SERVICE AGREEMENT NO. 041613  
TREE REMOVAL**

**PUBLIC WORKS TIMBER REGION**

**Effective** April 25, 2013, Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide Miscellaneous Tree Removals to Gila County for a term of twelve (12) months, ending April 24, 2014.

**AMENDMENT NO. 1** was executed on May 29, 2013 to increase the original contract amount by One Thousand Six Hundred dollars and no cents (\$1,600.00), for a revised contract amount of Thirty Six Hundred dollars and no cents (\$3,600.00).

**AMENDMENT NO. 2** to Service Agreement No. 041613 was executed on March 26, 2014 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015.

The Public Works Department would like to increase the contract amount by an additional One Thousand Five Hundred dollars and 00/100's (\$1,500.00) for the removal of potentially hazardous trees in the Timber Region.

**Amendment No. 3 to Service Agreement 041613** will increase the contract amount by an additional One Thousand Five Hundred dollars and 00/100's (\$1,500.00) for a new contract amount of Five Thousand One Hundred dollars and 00/100's (\$5,100.00).

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement but in no event shall charges for the April 25, 2014 to April 24, 2015 term exceed Five Thousand One Hundred dollars and 00/100's (\$5,100.00)

All other terms, conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the April 25, 2014 to April 24, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10<sup>th</sup> day of FEBRUARY, 2015.

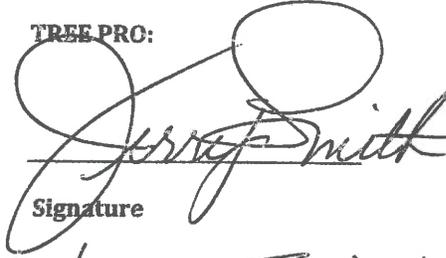
GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 2/10/15

TREE PRO:



Signature

Jerry Smith

Print Name



**AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 011513  
ELECTRONIC MEDICAL RECORDS AND CHARTING SOFTWARE HOSTING AGREEMENT  
GILA COUNTY SHERIFF'S MEDICAL DEPARTMENT**

**TNFX**

RECEIVED  
15 FEB -9 AM 10:03  
GIL COUNTY REGIONAL JUSTICE COURT

Effective February 14, 2013, Gila County and TNFX entered into a contract whereby TNFX agreed to provide an Electronic Medical Records and Charting Software Hosting Agreement to the Gila County Sheriff's Medical Department.

**Amendment No. 1 to Contract No. 011513** was executed on February 18, 2014 to extend the contract term for one (1) year from February 01, 2014 to January 31, 2015.

The contract expires January 31, 2015. Per page 6, Article 14, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agrees to exercise this option and agree to extend the contract term for one (1) year from February 01, 2015, to January 31, 2016.

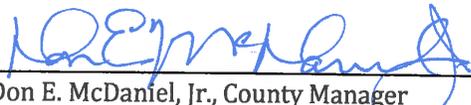
**Amendment No. 2 to Contract No. 011513** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year from February 1, 2015 to January 31, 2016.

Contractor will continue to bill for services pursuant to Attachment "A" of the original contract, but in no event shall charges for the February 01, 2015 to January 31, 2016 extension exceed \$2,700.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10 day of FEBRUARY, 2015.

**GILA COUNTY**

  
Don E. McDaniel, Jr., County Manager

**CONTRACTOR  
TNFX**

  
Authorized Signature

Barry Schofield  
Print Name