

PURSUANT TO A.R.S. §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, SEPTEMBER 1, 2015 - 10:00  
A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of electronic scanning units and accessible voting devices by Election Systems & Software as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)** Presented
  
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 15-09-01 to name one unnamed section of road in Globe as W. Dalmolin Heights. **(Steve Sanders)** Adopted
  
  - B. Information/Discussion/Action to adopt Resolution No. 15-09-02 to name one unnamed road in the Central Heights area, west of Globe, as N. Gambel Drive. **(Steve Sanders)** Adopted

C. Information/Discussion/Action to adopt Resolution No. 15-09-03 to name one unnamed road in the Washington Park area, north of Payson, as E. Rim Estates Trail. **(Steve Sanders)** Adopted

D. Information/Discussion/Action to authorize the submission of an application for Federal FY 2015 State Community Development Block Grant (CDBG) funds in the amount of \$113,169 that will be used for two proposed CDBG housing rehabilitation projects in Gila County. **(Malissa Buzan)** Authorized

E. Information/Discussion/Action to approve two liquor license applications submitted by Sheila Lynn Marcum for Sheila's Creekside Steakhouse and Tavern located in Payson, as follows: 1) Order No. LL-15-03 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-15-04 for a new Series 12 restaurant license with an interim permit to operate. **(Marian Sheppard)** Approved

4. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to adopt Resolution No. 15-09-05 to amend Bylaws of the Eastern Arizona Counties Organization to allow for the addition of new members, and to accommodate utilization of new technologies. **(Jacque Griffin)** Adopted

- B. Information/Discussion/Action to approve the amended Intergovernmental Agreement (IGA) between the counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise, Arizona to participate in, support and endorse the actions and decisions of the Eastern Arizona Counties Organization (ECO) which are in compliance with the adopted Bylaws of the organization; authorize the Chairman to sign the IGA; and, authorize the appointed member to sign the updated signature page of the Bylaws. **(Jacque Griffin)** Approved
- C. Information/Discussion/Action to adopt Resolution No. 15-09-04 respectfully requesting the United States Congress to release the balance of funding for the Payment in Lieu of Taxes (PILT) program for Fiscal Year 2015 without delay, and provide full mandatory funding to the PILT program for Fiscal Year 2016 and into the future. **(Don McDaniel)** Adopted
- D. **(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 Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for the period July 1, 2015, to June 30, 2016. **(Jacque Griffin)** Approved
- E. Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2016 in the amount of \$23,000 Authorized

designated to Gila County for the period July 1, 2015, through June 30, 2016. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and convene as the Gila County Board of Deposit.)**

- F. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 011312-1 Primary Banking Service with JPMorgan Chase Bank, N.A. to extend the contract term for a two-year period, from July 1, 2015 to June 30, 2017, at the rates established and agreed to pursuant to Contract No. 011312-1. **(Jeff Hessenius and Debora Savage) (Motion to adjourn as the Gila County Board of Deposit and reconvene as the Gila County Board of Supervisors.)** Approved
- G. Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 032315-1 - Copper Administration Building-Interior Renovation; award to the lowest, most responsible and responsive qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder for an amount of \$1,038,000, with the project to be substantially complete within 150 calendar days from the Notice to Proceed date, with final completion no later than 30 days from date of substantial completion. **(Jeff Hessenius and Steve Sanders)** Tabled
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 Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, to provide case management and community services to eligible Gila County residents in the amount of \$11,250 which will increase the reimbursement ceiling to \$301,731 for the period of July 1, 2015, through June 30, 2020. Approved
- B. Approval to extend the term of a contract with Blackstone Security Services, Inc., whereby the contractor will provide armed security manpower for the safety of the public and employees at the Gila County Globe Courthouse in the amount of \$82,750 for one additional year, from September 16, 2015, to September 15, 2016. Approved
- C. Approval of Amendment No. 4 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to increase the current contract amount from \$70,000 to \$110,000 for the contract term from January 7, 2015, to January 6, 2016. Approved
- D. Approval of an Application for Extension of Premises/Patio Permit submitted by Randy D. Nations to temporarily extend the premises where liquor is permitted to be sold at the Sidewinders Tavern & Grill, which is located in Pine, Arizona at an event to be held on September 19, 2015. Approved

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|----|---|--------------|
| E. | Approval of a Special Event Liquor License Application submitted by Gila County Fair, Inc. to serve liquor at an event to be held at the Gila County Fairgrounds in Globe on September 17-20, 2015. | Approved     |
| F. | Acknowledgment of the July 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.  | Acknowledged |
| G. | Acknowledgment of the July 2015 activity report submitted by the Payson Regional Justice of the Peace's Office.   | Acknowledged |
| H. | Acknowledgment of the July 2015 monthly activity report submitted by the Payson Regional Constable's Office.  | Acknowledged |
| I. | Acknowledgment of the July 2015 and September 2014 monthly activity reports submitted by the Globe Regional Constable's Office.   | Acknowledged |
| J. | Acknowledgment of the July 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.  | Acknowledged |
| K. | Acknowledgment of the July 2015 monthly activity report submitted by the Recorder's Office.   | Acknowledged |
| L. | Approval of the August 17, 2015, Board of Supervisors' meeting minutes.   | Approved     |

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|----|--|--------------|
| M. | Acknowledgment of the Human Resources reports for the weeks of August 4, 2015, August 11, 2015, August 18, 2015, and August 25, 2015.  | Acknowledged |
| N. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 3, 2015, through August 7, 2015; and August 10, 2015 through August 14, 2015.  | Acknowledged |
| O. | Approval of finance reports/demands/transfers for the weeks of August 25, 2015, and September 1, 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 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. | No Comments  |
| 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. §38-431.03(A)((3)

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

**ARF-3327**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Eric Mariscal, Director

Submitted By: Eric Mariscal, Director, Elections Department

Department: Elections Department

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Information

Request/Subject

Election Equipment Demonstration by Election Systems & Software.

Background Information

The Help America Vote Act of 2002 ( HAVA) began the transition to electronic scanning units and accessible voting devices. The Gila County Elections Department received HAVA funding and began acquiring the necessary equipment in 2003 to fulfill the requirements of HAVA. The quoted lifespan of the equipment was stated at ten years. The Gila County Elections Department is seeking to upgrade equipment as the current equipment has begun to show signs of deterioration. Election Systems and Software is one vendor that provides the needed equipment to support election day activities in Gila County. The Board of Supervisors has provided direction that a move towards "Vote Centers" is a method in which citizens will be provided with efficient service that will be more cost effective. In order to establish the "Vote Center" model this necessitates new elections equipment and software.

Evaluation

Daniel Clark, Regional Sales Manager of Elections Systems and Software, will be providing the Board of Supervisors with a demonstration of the Election Systems and Software product line.

Conclusion

This presentation will be advantageous to the Board of Supervisors to help in its decision making process with regard to the procurement of new voting equipment and software.

Recommendation

It is recommended that Mr. Clark present the Election Systems and Software equipment.

Suggested Motion

Presentation of electronic scanning units and accessible voting devices by Election Systems & Software as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)**

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Attachments

Electronic Pollbook Information

Key Features & Benefits

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# ELECTRONIC POLLBOOK

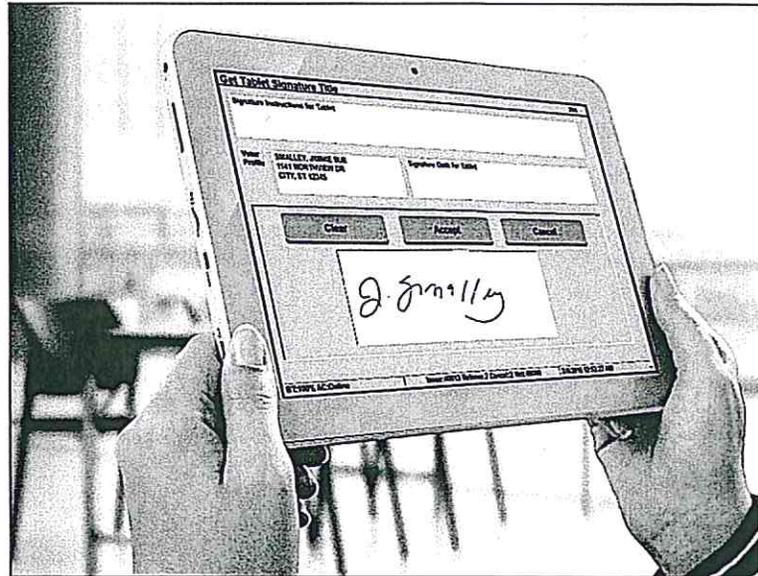
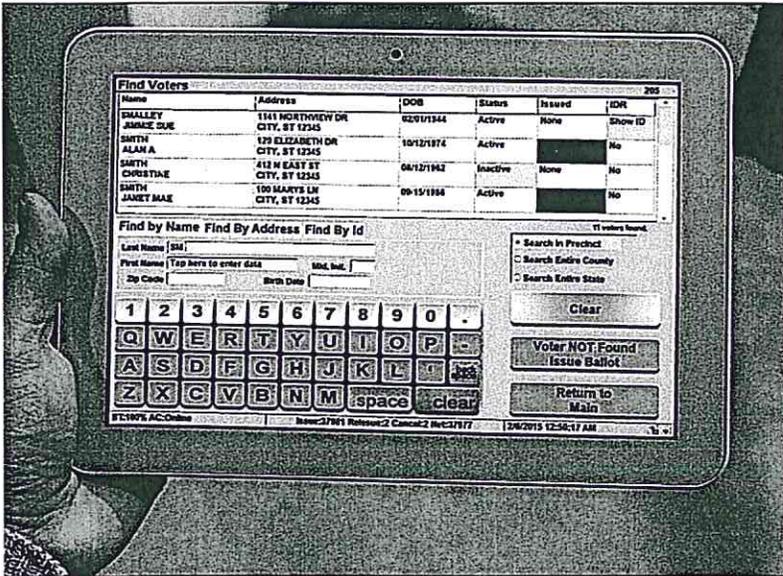


## THE FUTURE OF ELECTRONIC POLLBOOK TECHNOLOGY FITS IN YOUR HANDS.

The ExpressPoll® system gives election poll workers a simple-to-operate voter check-in device that slashes waiting time for voters, increases the accuracy of voters' personal information, and improves the Election Day experience for voters and poll workers alike.

Our popular electronic pollbook software, EZRoster, now runs on low-cost touchscreen tablets using the Windows® 8 operating system, giving poll workers an intuitive, easy-to-understand user interface that's similar to the devices they use in their everyday lives.

Gone are the days of many peripheral devices needed to check in voters. Instead, devices such as a signature pad and barcode reader are built right in to each tablet, making the devices easy to use and set up. The ExpressPoll can be mixed with both new and existing DRE and paper ballot-based election system technologies to provide a complete low-cost voter check-in solution.



# A LOW-COST VOTER CHECK-IN SOLUTION

## KEY FEATURES

### BUILT-IN PERIPHERALS

Poll workers scan barcodes with the tablet's built-in camera and capture voters' signatures on the unit's touch screen. This makes the device easy to set up and operate and avoids the cost of purchasing external peripheral devices

### REDUNDANT DATA STORAGE

The ExpressPoll Electronic Poll Book offers "redundant" integral data storage, ensuring that voter validation information can be retrieved following each election. Validation data is stored in solid state internal memory and on a Micro-SD card installed in the tablet. If one of these storage areas experiences any issue, data can be easily retrieved from the other data storage location.

### FASTER VOTER HISTORY UPLOADS

After an election, voter history is uploaded directly from the ExpressPoll unit, dramatically slashing upload times.

### SMALL AND LIGHT

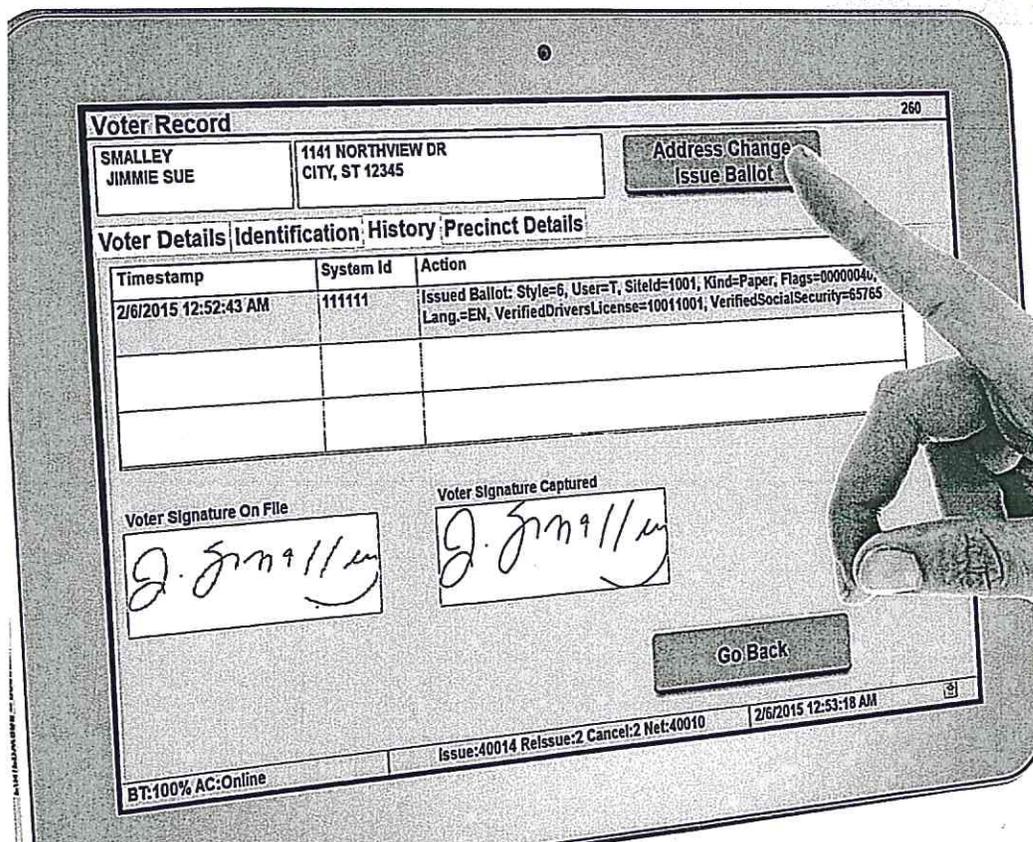
Unlike laptop computers and older tablet technology, the ExpressPoll tablets are compact and light. Poll workers do not need special equipment to carry the poll books to polling locations.

### WORKS WITH THE EXPRESSPOLL-5000

Are you a current ExpressPoll-5000 customer? Our new ExpressPoll tablets can seamlessly be added to your existing system. Both solutions use the same EZRoster software, database, and resource file to provide the same user experience.

### FULLY INTEGRATED SOLUTION

Our new ExpressPoll system will communicate seamlessly with our data conversion software and CentralPoint® for integrated poll management.

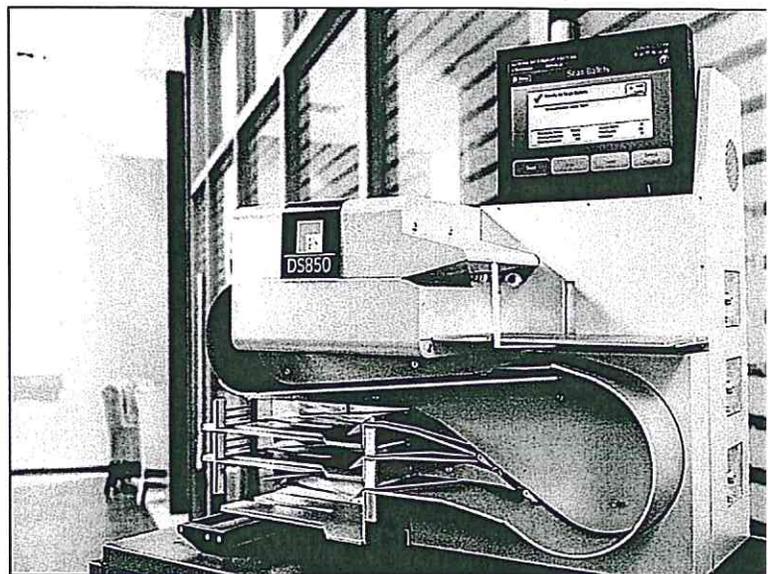
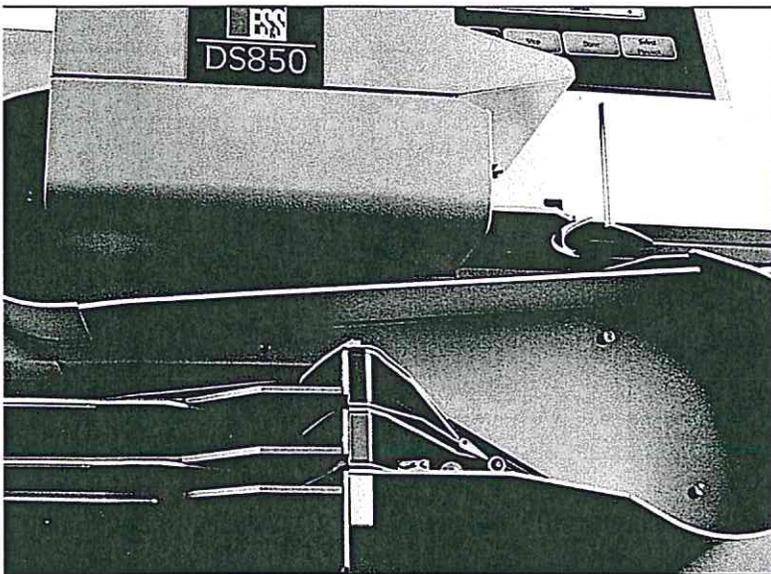
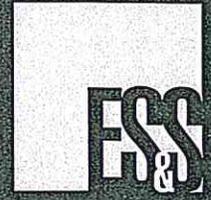


HIGH-SPEED SCANNER & TABULATOR

# DS850<sup>®</sup>

**THE INDUSTRY LEADING HIGH-SPEED  
CENTRAL SCANNER AND TABULATOR.**

The DS850 central scanner and tabulator is a high-speed digital ballot scanner and tabulator equipped with the latest ES&S technology to make your job easier. The DS850 system is the fastest central scanner in the industry. Fully certified and compliant with the latest federal Voluntary Voting Systems Guidelines, the DS850 enhances the voting experience for voters and election officials.



# Enhance the Voting Experience

## KEY FEATURES & BENEFITS

### SPEED

The DS850 can scan ballots of multiple sizes and handle folded and roughed-up ballots with ease. For example, the system can scan 14-inch double-sided ballots at the rate of 300 per minute with next to no ballot jams. The DS850 is three times faster than any other digital scanner on the market.

### EASE OF USE

The durable 15-inch color touch screen and user-friendly interface walk you through every step of the process.

### FLEXIBILITY

With three separate sorter bins, you can determine whether you want to set apart specific types of ballots for further review. Let the DS850 handle separating write-in votes, over-votes, and blank ballots – *all without missing a beat.*

### SECURITY

Safeguard your election data with the DS850's system integrity, electronic audits, data encryption, and digital signatures. Nearly 35 years of election industry experience makes ES&S the vendor you can trust.

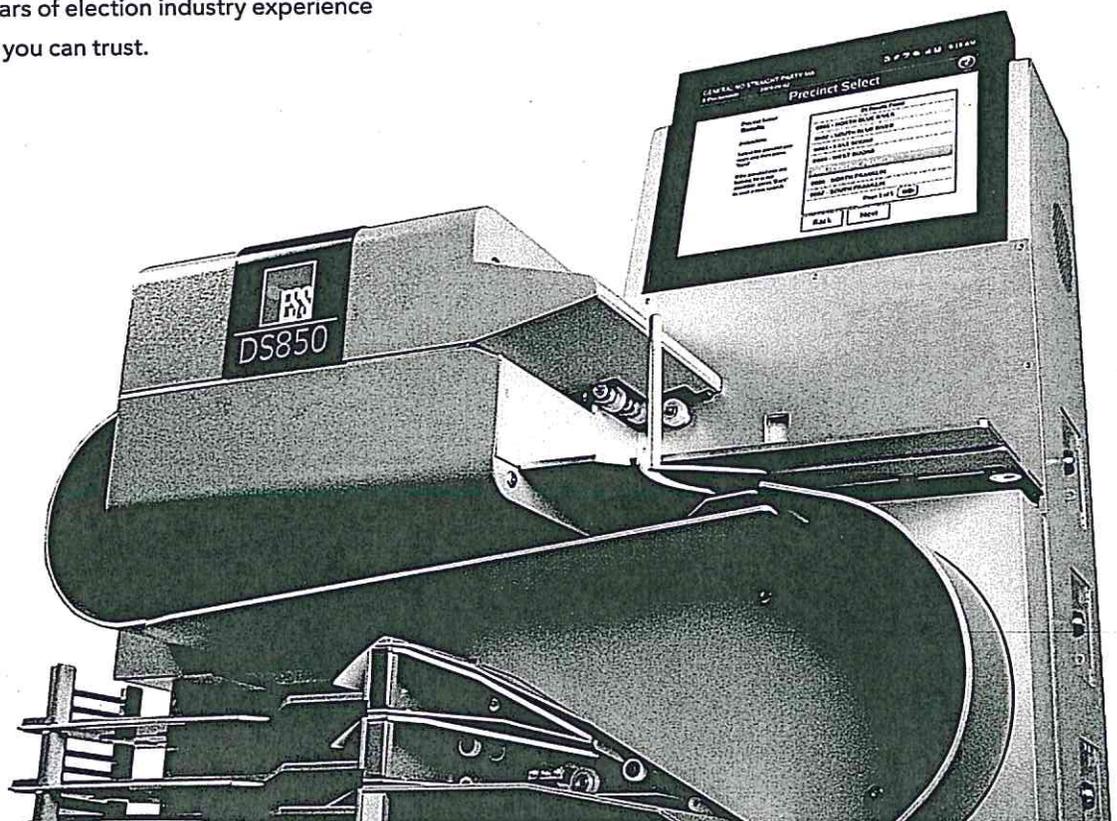
### ACCURACY

ES&S' patented Intelligent Mark Recognition™ (IMR) and PTRAC™ technology ensure that ballots are read accurately and consistently, protecting voter intent and eliminating manual adjudication time.

PTRAC (Positive Target Recognition & Alignment Compensation) corrects for variations in ballot alignment and printing, allowing the digital scanners to zero in on the marking area. IMR then digitally subtracts the outline of the voting target to read only the voter's mark. Our competitors' optical scanners require you to set an arbitrary pixel threshold to determine what counts as a mark.

Instead, the DS850 does the work for you. To determine which marks were intentional, sophisticated algorithms analyze the mark's darkness (pixel density) and directionality. Unlike other scanners, the DS850 is not fooled by erasures or other stray marks.

Does the election require a recount? With the DS850, you get the same consistent and accurate results every time.



PRECINCT SCANNER & TABULATOR

# DS200<sup>®</sup>

**BECAUSE WHO WANTS TO BE STUCK INSIDE  
COUNTING BALLOTS?**

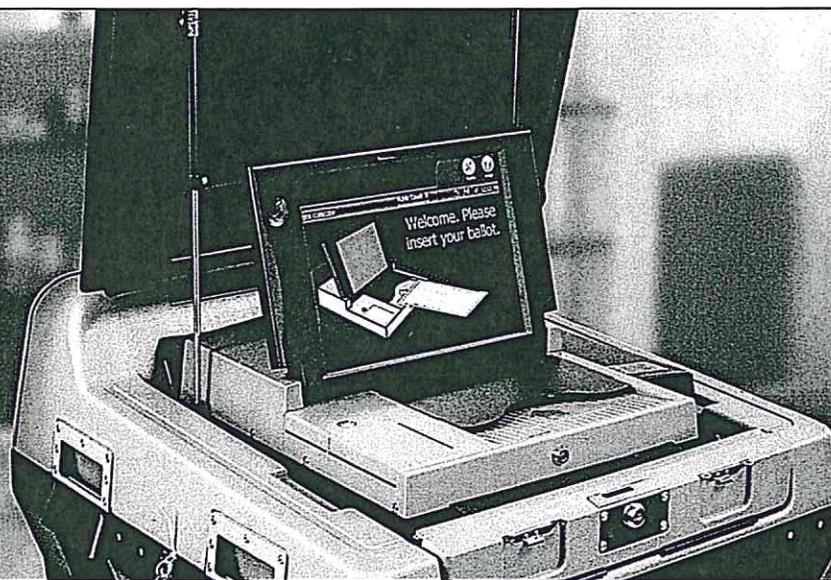
The DS200 is a precinct-based ballot scanner and vote tabulator equipped with the latest in ES&S' patented technology to make your job easier. Fully certified and compliant with the latest federal Voluntary Voting Systems Guidelines, the DS200 enhances the voting experience for voters and officials alike.

Intelligent, integrated, digital, patented, flexible, easy to use, reliable, secure, certified, and accessible – the DS200 is the answer to your precinct-level election needs.

ES&S

CERTIFIED  
VVSG  
2005  
CERTIFIED

CERTIFIED  
EAC  
CERTIFIED



# Faster election results and greater voter confidence



## KEY FEATURES

### LARGE CAPACITY

Handles 450-plus precincts for early voting needs.

### SPEED

Completely processes both sides of a ballot in six seconds or less. Handles bent or folded ballots with ease.

### ACCESSIBILITY

Compatible with the ES&S AutoMARK® Americans with Disabilities Act (ADA)-compliant ballot-marking device.

### RELIABILITY

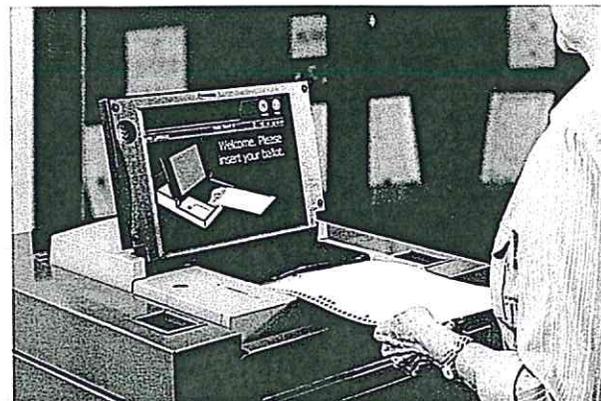
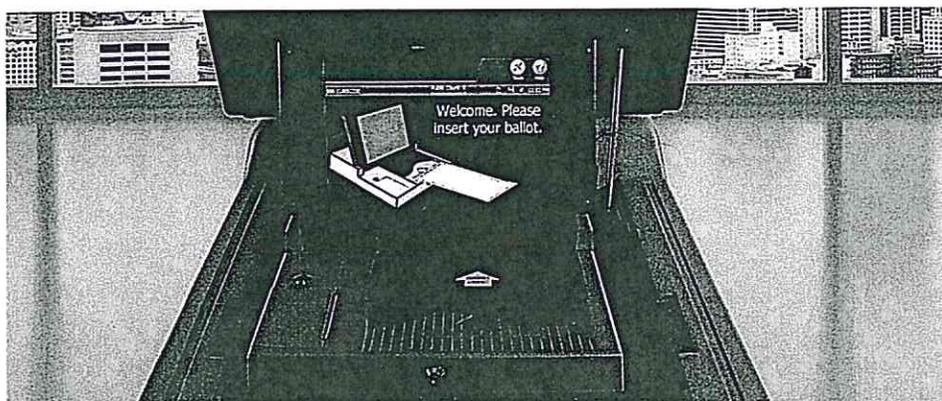
Battery backup in case of a power outage and thermal paper means you never have to worry about power outages or running out of printer ink.

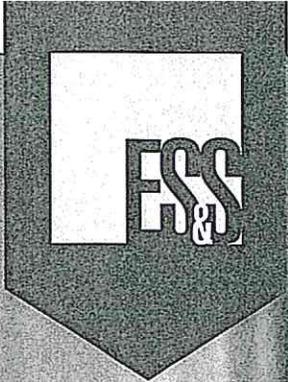
### COMPATIBILITY

Works in conjunction with ES&S' Electionware® and Election Reporting Manager® software, ADA-compliant ballot marking devices (AutoMARK® or ExpressVote®), the DS850® central scanner and tabulator, and plastic or metal ballot bins to provide a complete end-to-end election solution.

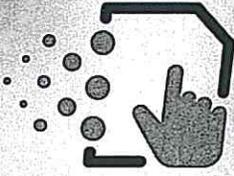
### AVAILABLE OPTIONS

Wireless modem and capacity to send data via Secure File Transfer Protocol (SFTP); backup data storage in addition to primary data storage device.





# UNIVERSAL VOTING SYSTEM



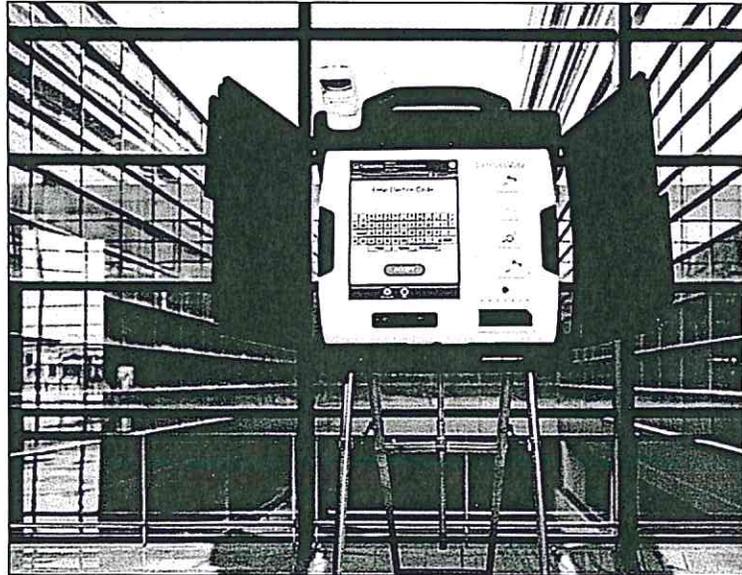
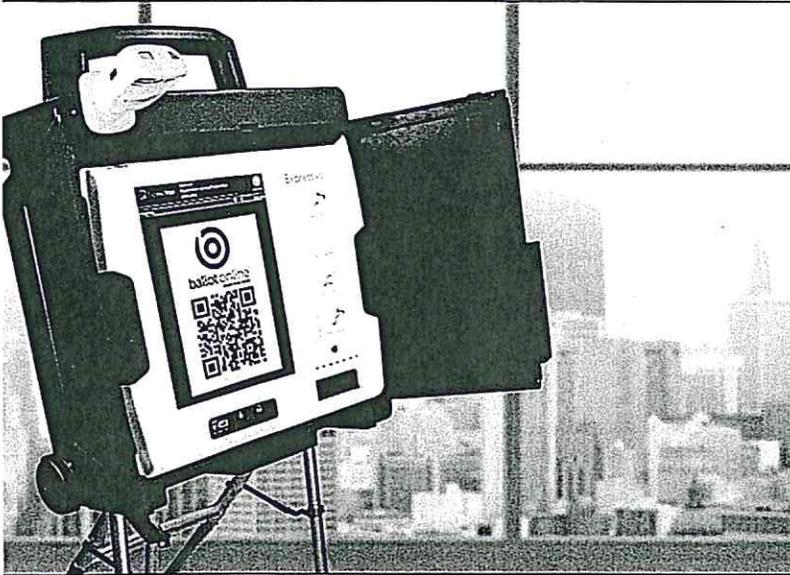
# ExpressVote®

## THE ES&S EXPRESSVOTE HANDLES IT ALL.

The ExpressVote Universal Voting System combines paper-based voting with touch screen technology to create an innovative breakthrough in voting solutions.

Used in early vote centers and on Election Day in precincts or vote centers, the ExpressVote handles the entire ballot-casting process. Election officials no longer have to guess the number of ballots to print — instead, an inexpensive Vote Session Activator™ card determines the ballot style presented on the touch screen.

ExpressVote can serve every eligible voter, including those with special needs. As a fully compliant ADA (Americans with Disabilities Act) voting solution, ExpressVote enables each voter to cast his or her ballot independently.



# Choose Leading-edge Technology

## KEY FEATURES

### VOTE SESSION ACTIVATOR

The voter receives a voting session activator card to begin the process. Election officials can choose from three options:

- If only one ballot is programmed for the election, a blank card activates the ballot.
- If the election has multiple ballots, a blank card requires a poll worker to select the correct ballot for the voter.
- If the election has multiple ballots, a card with an activation barcode displays the correct ballot for the voter.

### CASTING OPTIONS

The ExpressVote enables casting options. Voters can:

- Manually place ballots in the DS200 for scanning and tabulating.
- Use AutoCast® to place ballots into a secure container for later tabulation by an election official, who may use the DS850 central scanner and tabulator.

### VERIFIABLE PAPER RECORD

After all selections are made, a human- and machine-readable paper record is produced, including text and an optical scan barcode. All votes are digitally scanned for tabulation on ES&S' DS200 and DS850 devices.

### EASY TO SET UP AND USE

The one-step startup and poll-closing procedure makes the ExpressVote an ideal device for poll workers. The intuitive design offers streamlined simplicity for all voters, poll workers and election staff. The paper card is the vote session activator – there is no expensive technology to manage or program. The ExpressVote is small, lightweight at less than 20 pounds, and easy to carry.

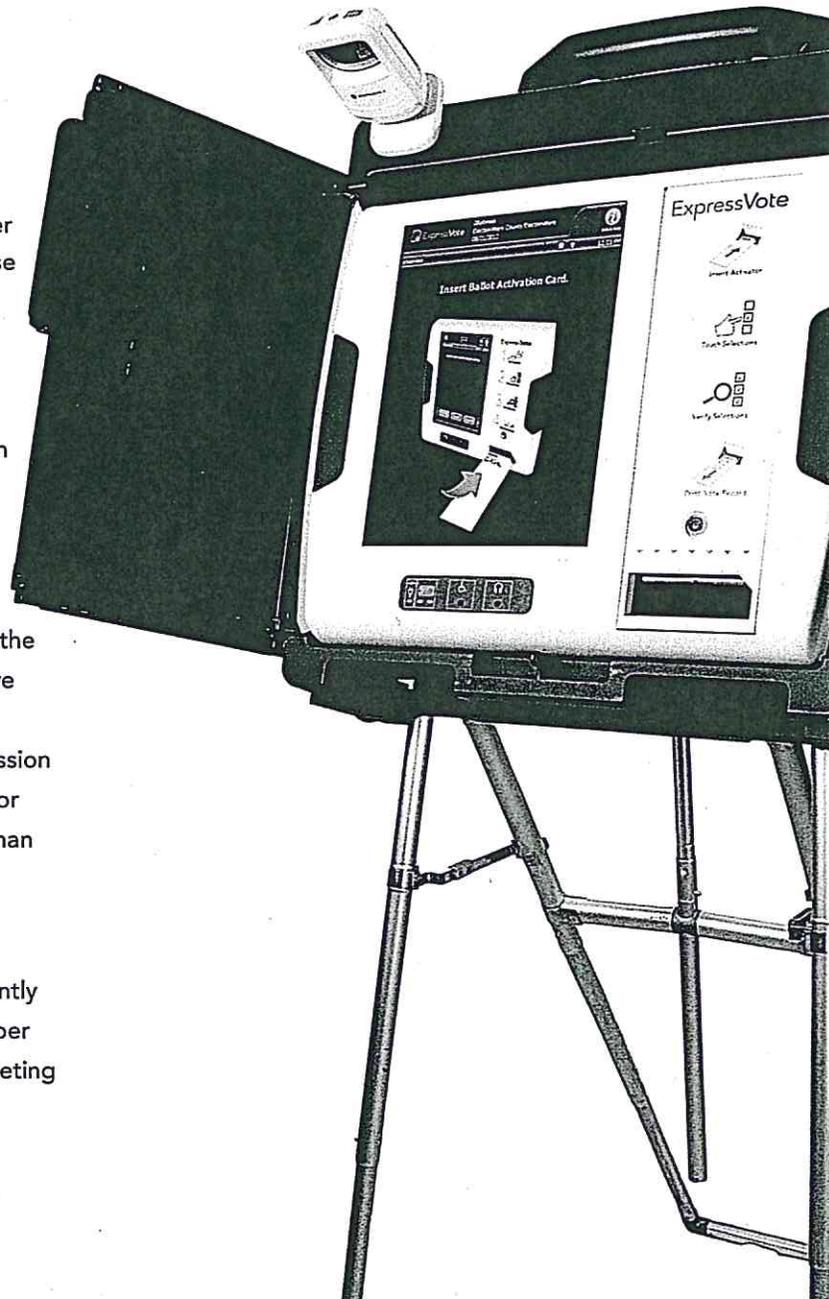
### CONTROLLED AND REDUCED COSTS

Traditional ballot printing costs can be reduced significantly by eliminating the need and expense for pre-printed paper ballots. With low operation and maintenance fees, budgeting for recurring expenses with the ExpressVote is easy.

The system does not use ink, toner, or paper rolls and consumes 70 percent less paper than traditional ballots.

### INNOVATIVE DESIGN

Complete and total independence is maintained while voters cast their own records. Voters review a summary page and can make changes before casting ballots. A voter's selection changes will not spoil the voting session. The system produces a verifiable paper record for each voter that is digitally scanned for tabulation. ExpressVote neither stores nor tabulates vote counts. The system is secure – the election definition media device is protected in a locked environment.



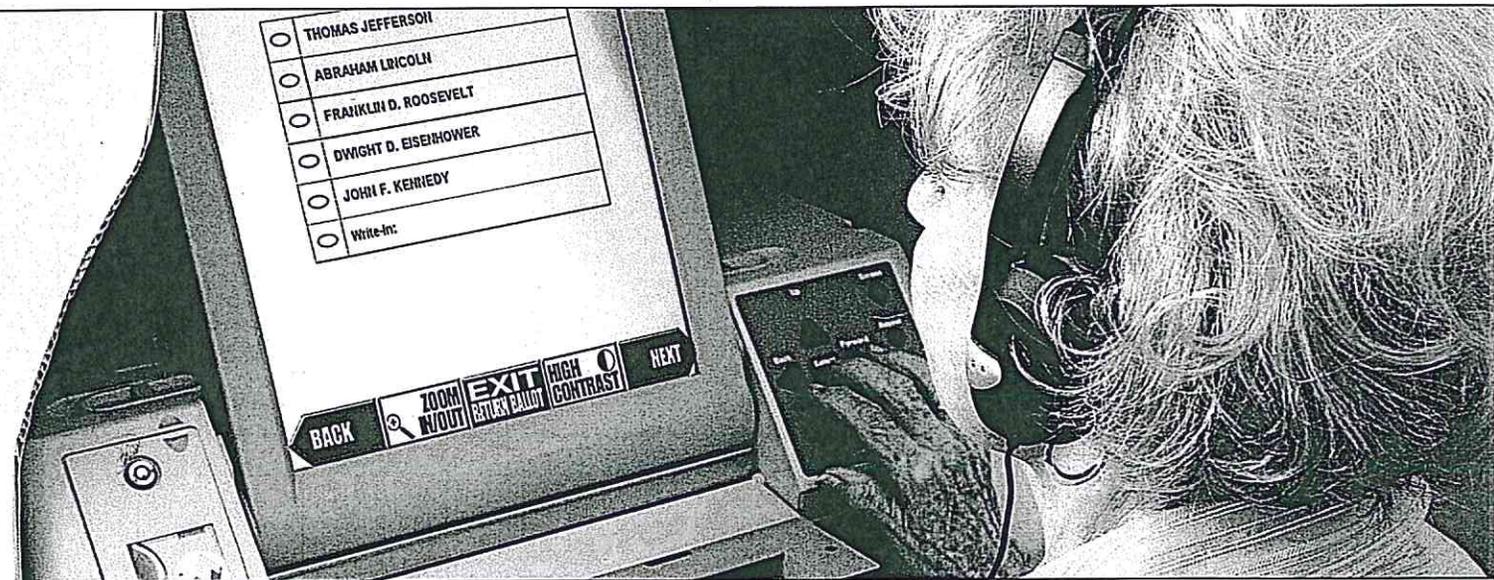


VOTER ASSIST TERMINAL

# AutoMARK

Election officials and organizations representing people with disabilities wanted to give voters with special needs the ability to mark their ballots independently and privately.

ES&S listened and developed the AutoMARK®, a ballot-marking system designed to provide autonomy to voters who are blind, visually impaired, or have a disability or condition that makes it difficult to traditionally mark a ballot. With its revolutionary technology, AutoMARK Voter Assist Terminal is the future of paper ballot marking.



# Key Features & Benefits

## **AUTOCAST™**

Allows voters to cast ballots without assistance directly into a secure ballot box after verification

## **HASH CHECK**

Provides jurisdictions the opportunity to securely validate the firmware version

## **AUDIO FUNCTION**

- Voter hears list of candidates through headphones
- Synthesized voice enables voter control of speech speed and volume
- Choices may be repeated easily
- Selections are read back to voter at the end of session, ensuring proper selections were made

## **SUMMARY VERIFICATION PROCESS**

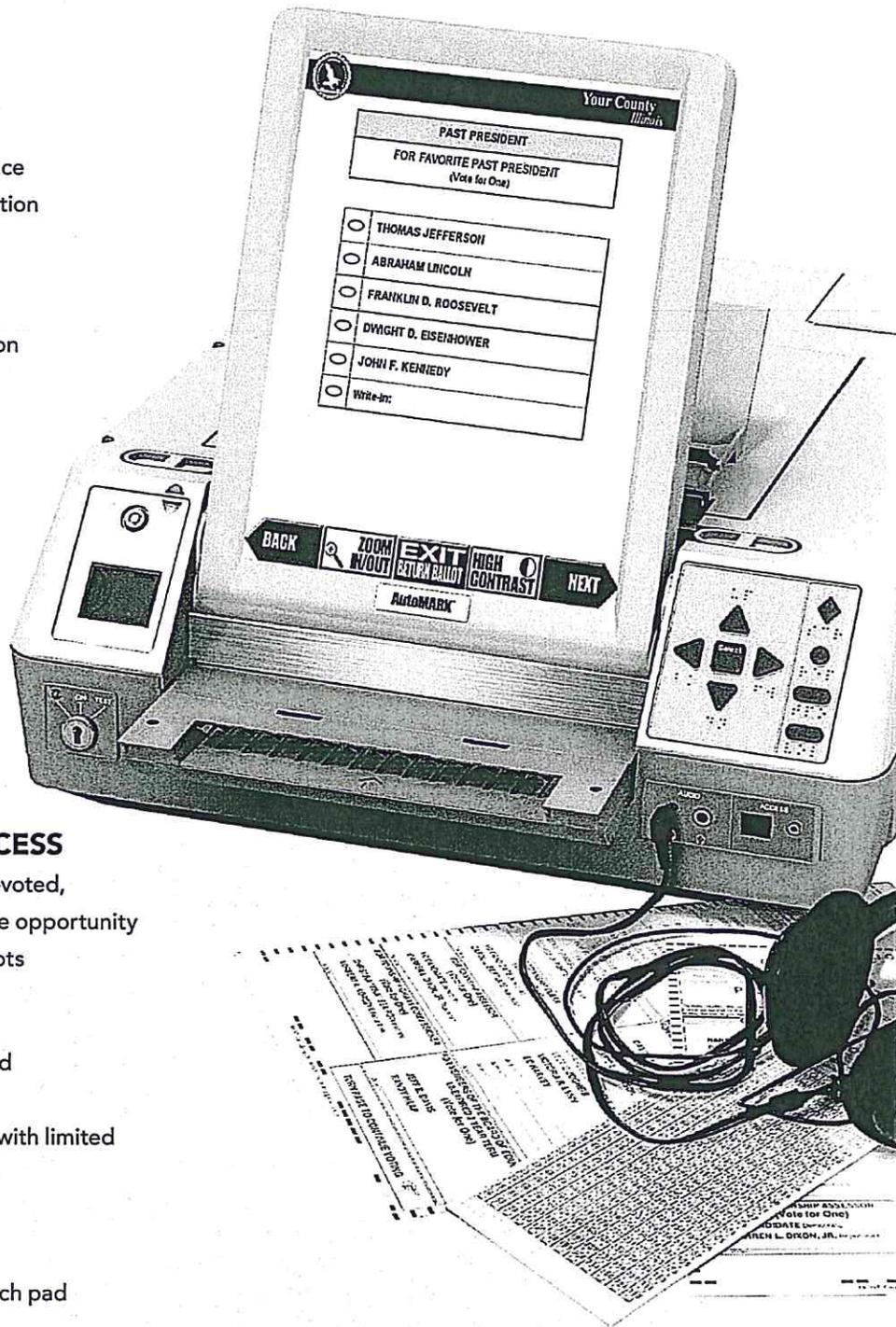
Ensures that no races are accidentally under-voted, over-voted, or left blank, providing voters the opportunity to adjust selections before casting their ballots

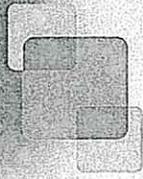
## **ZOOM FEATURE**

- Voters are able to increase font size displayed on the viewing touch screen
- Adjustable brightness contrast helps voters with limited vision or macular degeneration
- Compatible with current voting systems

## **SIP-AND-PUFF TUBE**

- Voters unable to use the touch screen or touch pad are able to vote autonomously





# electionware<sup>®</sup>

## election management system

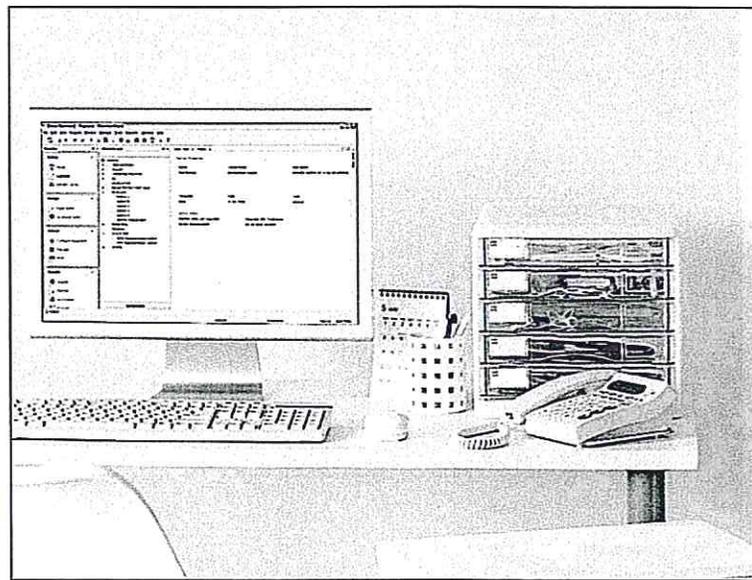
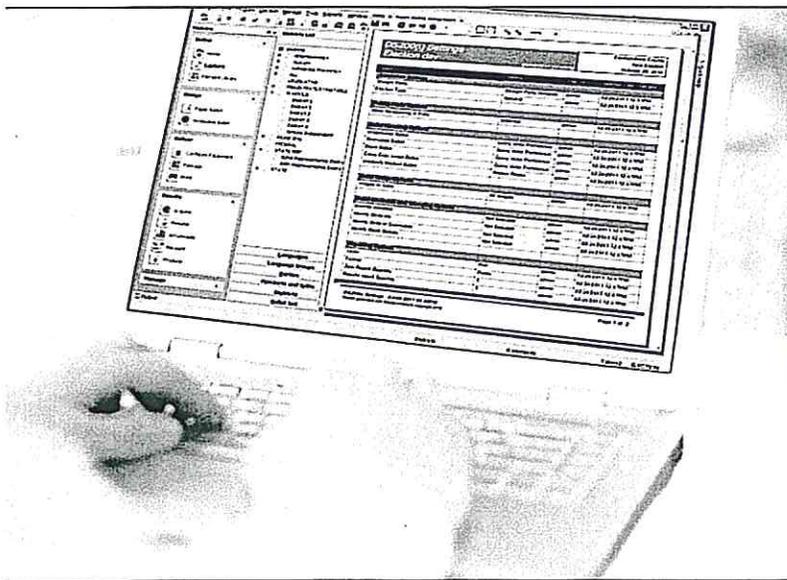
Electionware<sup>®</sup> allows jurisdictions of all sizes to manage their elections through an easy-to-use interface. This agile election management system is the result of our nearly 35 years of election software leadership.

The election management system provides everything needed to run an election at every stage, enabling election administrators to:

- Create elections
- Design ballots
- Manage election results data
- Configure selected digital scanning and accessible equipment

Electionware's design accommodates the latest in election trends, such as early voting, super polls, and electronic ballot image management.

Electionware's ability to use data from past elections as well as built-in election and ballot templates eliminates the need to re-enter data or re-create templates with each new election. These powerful capabilities enable election administrators to create error-free elections in less time.



# Electionware Group Structure

## KEY FEATURES

### • EASE OF USE

Electionware is an intuitive, easy-to-use application that streamlines workflow and removes repetition.

### • SIMULTANEOUS MULTIUSER ACCESS

Electionware enables large jurisdictions to allow multiple authorized personnel to simultaneously create poll media devices. Additionally, multiple teams of election officials can work simultaneously on different elections.

### • DATA SECURITY

Electionware incorporates the latest in election security, including heightened audit controls and change management processes that are built in to keep election data safe and secure.

### • COMPLIANT WITH THE LATEST VOTING SYSTEM STANDARDS

Electionware is certified by the U.S. Election Assistance Commission (EAC) according to its 2005 Voluntary Voting Systems Guidelines.

## BENEFITS

### • POWER

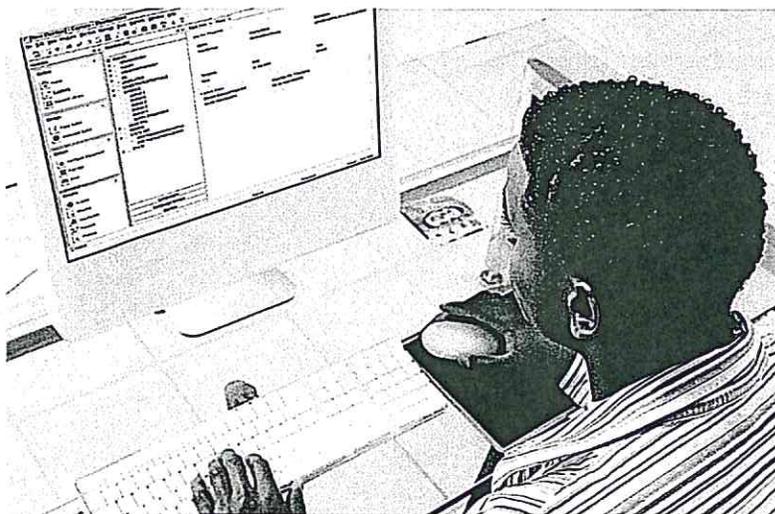
Manages thousands of ballot styles and precincts; incorporates many languages; manages and deploys multiple levels of security

### • INTELLIGENCE

Real-time election data queries and reports; workflow management and error alerts; enforced data accuracy; user customization; tracking of election media; live status indicators for incoming results

### • PRODUCTIVITY

Fast data import; re-use of election and ballot layout templates; simple translation and audio file management; multiple simultaneous users; ballot image filtering, viewing, and printing



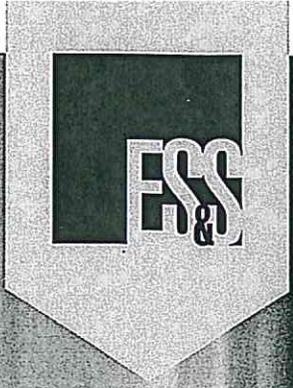
DEFINE

DESIGN

DELIVER

RESULTS

MANAGE



MAKE YOUR MARK™

# Ballot Online®

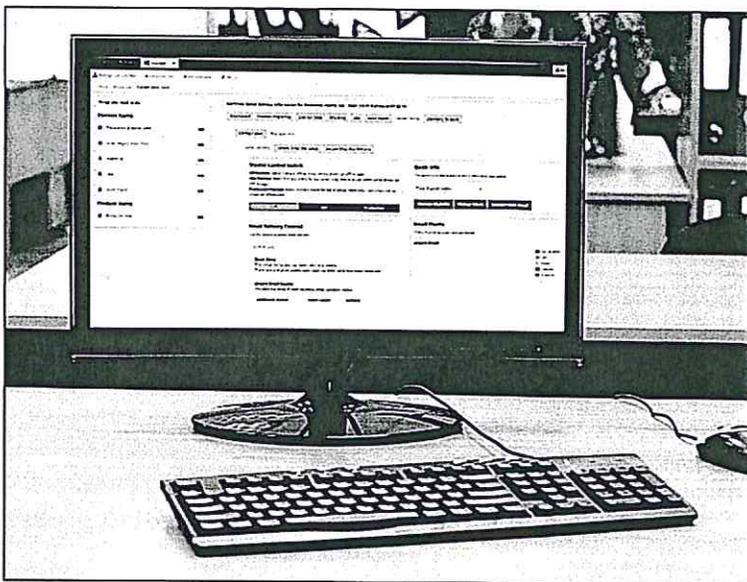
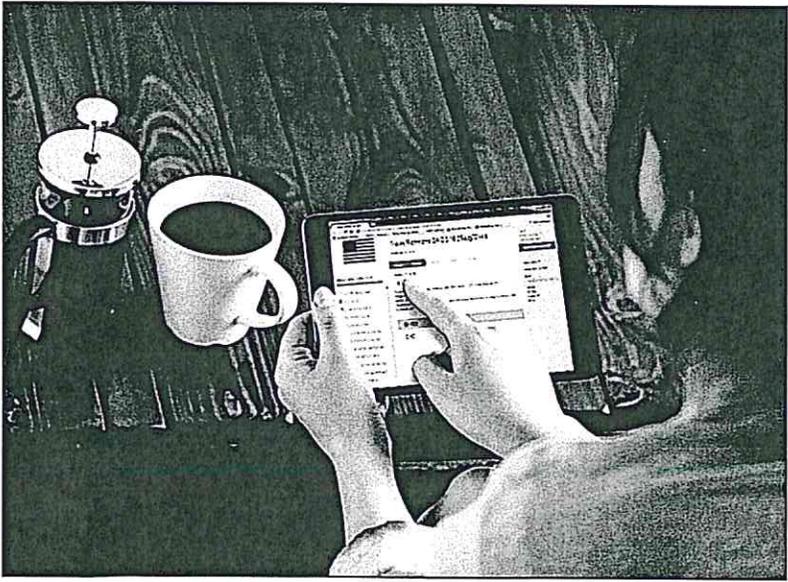
The future of voting is now with ES&S' Ballot Online® system.

Ballot Online enables election jurisdictions to deliver official absentee ballots and accurate sample ballots to eligible voters through a secure and easy-to-use website.

Voters can be notified that a ballot is available or provided with an address for the jurisdiction's unique Ballot Online website. A voter logs into the Ballot Online website to receive his or her appropriate ballot type, which is customized for voter convenience, security, and accuracy.

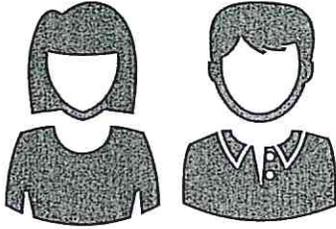
### The voter can choose to:

- Make selections online and print a completed ballot
- Print and mark the ballot by hand



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

# Make Your Mark



## BENEFITS FOR ELECTION ADMINISTRATORS

Ballot Online provides detailed voter and election information. The web-based administrative dashboard interface provides robust reporting options, detailed voter and election statistics, and tracks all ballot and voter activity. This information is particularly valuable to administrators who are reporting to the Federal Voting Assistance Program (FVAP) and the U.S. Election Assistance Commission (EAC).

## CONVENIENT AND MANAGEABLE

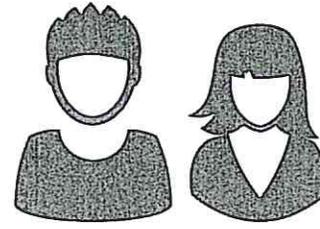
The solution provides useful real-time analytics and customizable voter communication options.

## A COMPLETE ABSENTEE BALLOT SOLUTION

Ballot Online can manage delivery of domestic absentee ballots as well as ballots for military personnel and overseas voters.

## ACCESSIBLE

Ballot Online meets the requirements of Section 508 of the U.S. Rehabilitation Act.



## BENEFITS FOR VOTERS

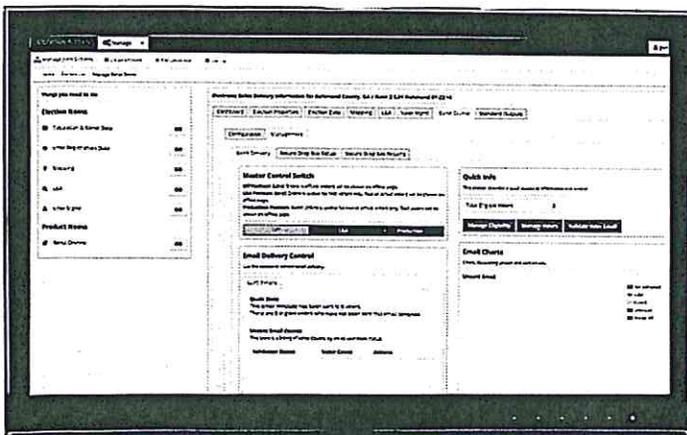
Ballot Online provides an easy-to-understand interface. It's simple to navigate through the ballot and mark selections. The process is as easy as completing an online form or survey.

## A COMFORTABLE AND THOROUGH VOTING EXPERIENCE

From the privacy and security of their own homes, voters can research their ballot choices and take as much time as needed to mark their ballots. A voter can verify and change his or her selections at the polling place as desired before the ballot is finalized and cast.

## SIMPLE BALLOT CASTING

Voters have their Ballot Online sample ballots quickly scanned at the polling place, making casting ballots easy and fast.



[www.essvote.com/ballotonline](http://www.essvote.com/ballotonline)



# Key Features & Benefits



## Ballot Design

- Clear, easy-to-read ballot design
- Guaranteed compatibility with your tabulator
- Conforms with state and local requirements
- Final review and approval by you

## Audio File Creation

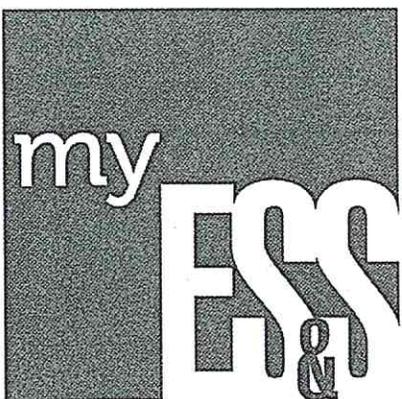
- Maintain autonomy for voters who are visually impaired
- Compatible with ES&S tabulators
- Full comprehension of ADA compliance specifications
- Leverages ES&S' network of quality, trusted production studios

## Tabulator Programming

- Comprehensive testing process ensures accurate tabulation
- ES&S sends testing results to jurisdictions for comparison
- Conforms with your state regulations
- Inventory control system to track election media

## Your Free Online Resource

Convenience and election management come together in My ES&S™ online customer portal. Customers can access account information, submit forms, monitor status, and retrieve product documents.



## Customer Portal

## Managing coding services and design has never been easier!

- Complete and submit Election Forms online, eliminating the hassle of paper forms and e-mails
- Helpful reminders about deadlines are sent to keep your county on track for a smooth election
- Simply transfer data from previous elections through copy and paste functionality, saving you time wasted constantly re-entering the same information
- Track order progress of coding media and printed ballots
- Single access point for documents, news, and information regarding ES&S products and services

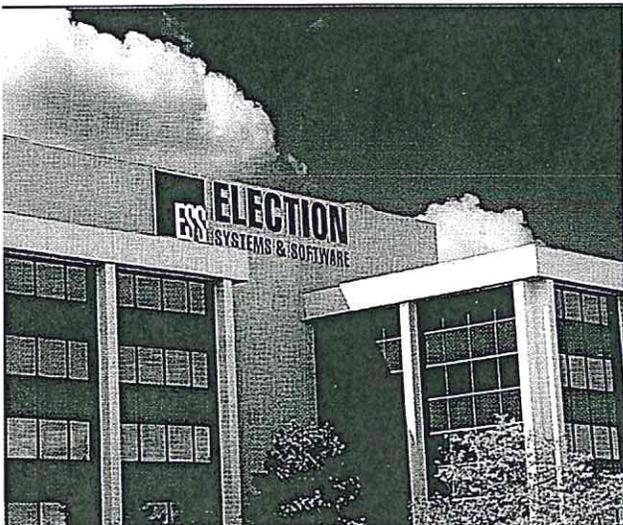
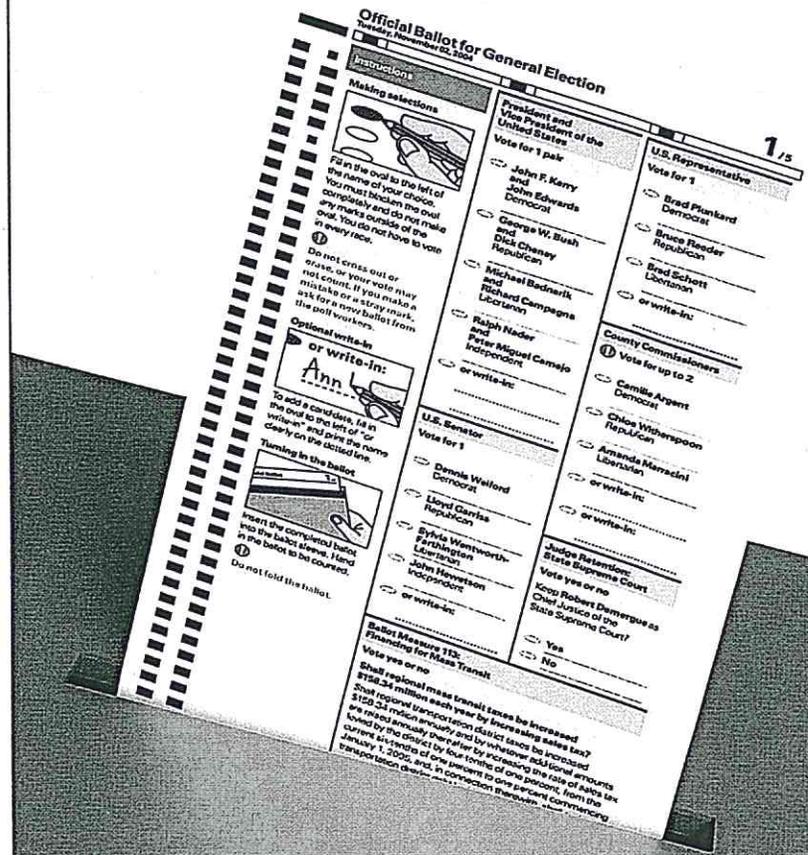
**MAINTAINING VOTER CONFIDENCE. ENHANCING THE VOTING EXPERIENCE.**

11208 John Galt Boulevard | Omaha, NE 68137 USA | P: 402.593.0101 | TF: 1.800.247.3683 | F: 402.593.8107  
www.essvote.com | hardware@essvote.com | software@essvote.com

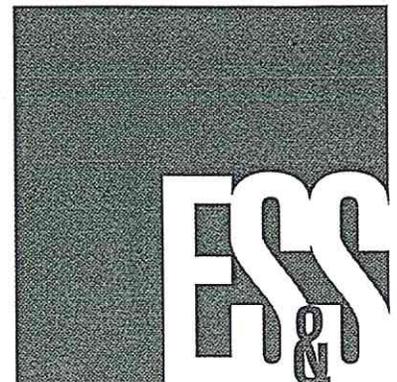
# Election Services

## Ballot Design & Programming

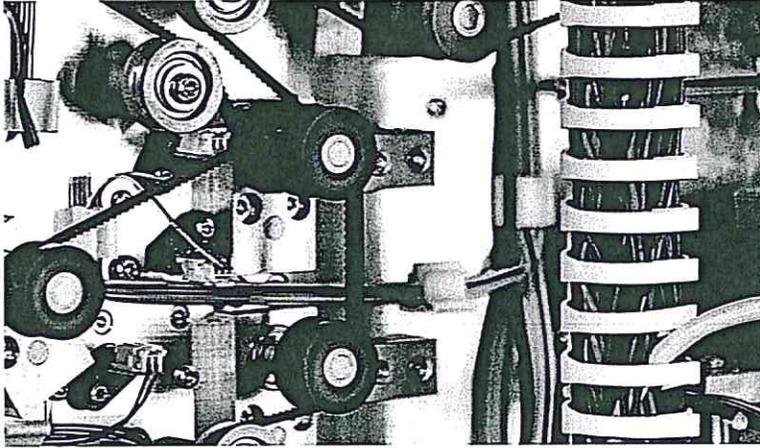
We are the experts you can trust with your ballot design, tabulator coding, and audio file needs. Our experienced staff has completed tens of thousands of ballot designs and tabulator programming jobs and has created over 20,000 audio files. Partnering with ES&S ensures an accurate, on-time and smooth election.



experience.  
reliability.  
security.  
innovation.



# Technical Support Services



## **RELIABLE**

We are there when you need us, providing 24-hour technical assistance for any ES&S hardware or software questions on Election Night. Our Technical Support hours on non-election weekdays are from 7 a.m. to 7 p.m. Central Time.

## **EFFICIENT**

We understand your tight election schedule. Our extensive knowledge base and troubleshooting skills means we are able to resolve customer issues quickly and accurately.

## **QUALITY ASSURANCE**

Each call and email is documented in our call tracking system. This helps us track your progress and individual needs. Also, it enables us to create reliable step-by-step reliable technical bulletins for special needs.

## **SERVICE WITH A SMILE!**

We understand that it's not all about technology, but about the organization, people and processes that surrounds that technology.

The groundwork for a trouble free election begins well before the votes are cast and doesn't end when the last ballot is counted. At ES&S, we do more than just sell you the box. We provide a team to back you up all day, every day.

## **LOCAL**

ES&S does not outsource its technical support. This allows our in-house specialized personnel to be available for all internal and external customers.

## **EXPERIENCED**

In addition to offering technical support, we enjoy meeting our customers at various Site Support and Preventative Maintenance (PM) events. We have the hands-on experience required to assist our customers as well as ES&S departments such as Election Services, Training, Quality Assurance, and Development.

## **MEMBERSHIP BENEFITS**

Receive subscription software and firmware updates, unlimited software and hardware support, preventative maintenance and repairs.

## **DEDICATED, EXPERIENCED, RELIABLE**

"I have called several times with questions about various things. The ES&S staff has been very helpful! I have been so pleased with all of the help and support that they have given me! Thank you, Thank you!"

"Every time I call your staff is able to help me right away! I am extremely pleased with the knowledge and efficiency of your technical staff!"



# Tech Support

Our top priority is to deliver exceptional service and strive to ensure that you have a smooth and accurate election. Our Technical Support Department consists of two teams.

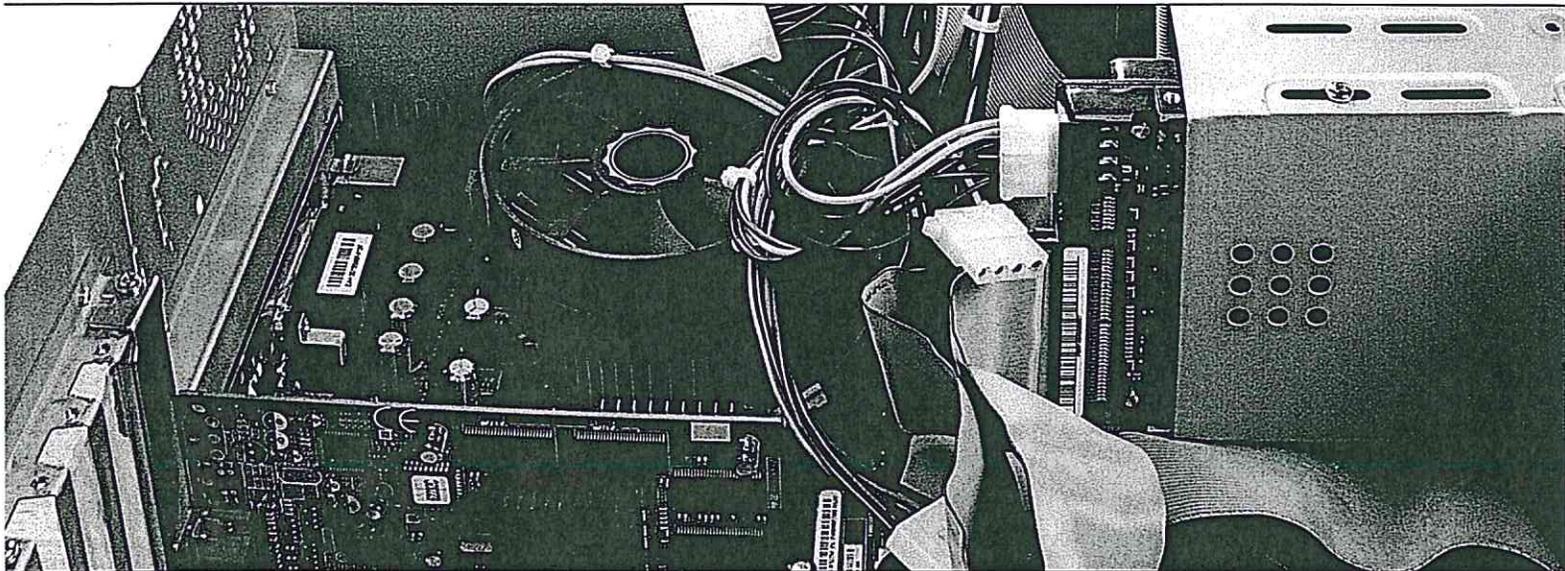
## **HARDWARE SUPPORT**

Experts on the physical tabulators, voting equipment and all peripheral devices, such as printers and card readers.

## **SOFTWARE SUPPORT**

Specialists on ES&S Unity programs used on the computer to facilitate your ballots, reporting and poll books.

ES&S is the world's largest and most experienced provider of total election management solutions. Our goal is to deliver exceptional service and ensure that our work helps you run a smooth, reliable and accurate election.





### IT ALL STARTS WITH THE RIGHT PAPER

- Quality of a ballot determines whether it scans and tabulates properly
- Our ballot's distinct characteristics are certified with your specific system
- Only one facility in the US produces CountRight™ Paper, trademarked by ES&S
- Specific formulas designed around weight, opacity, smoothness, thickness, and brightness

### FOLLOWED BY INDUSTRY'S MOST EXPERIENCED CUSTOMER SERVICE TEAM

- State-specific teams know your specific requirements, deadlines, and statutes
- Easy and convenient online ordering systems
- Dedicated teams provide continuous service throughout the process, helping you package, ship and track your orders

### VERIFIED BY BALLOT CHECK™ QUALITY ASSURANCE PROGRAM

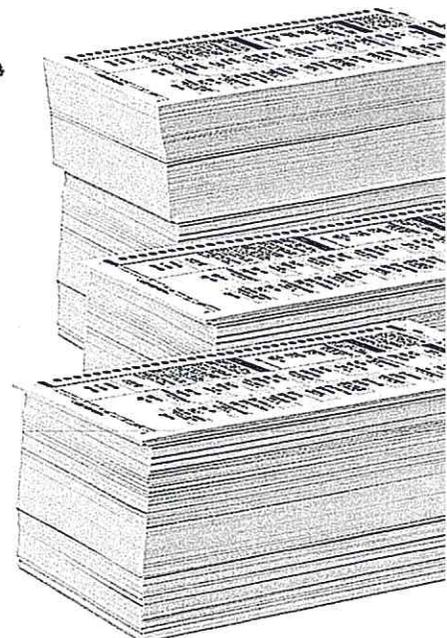
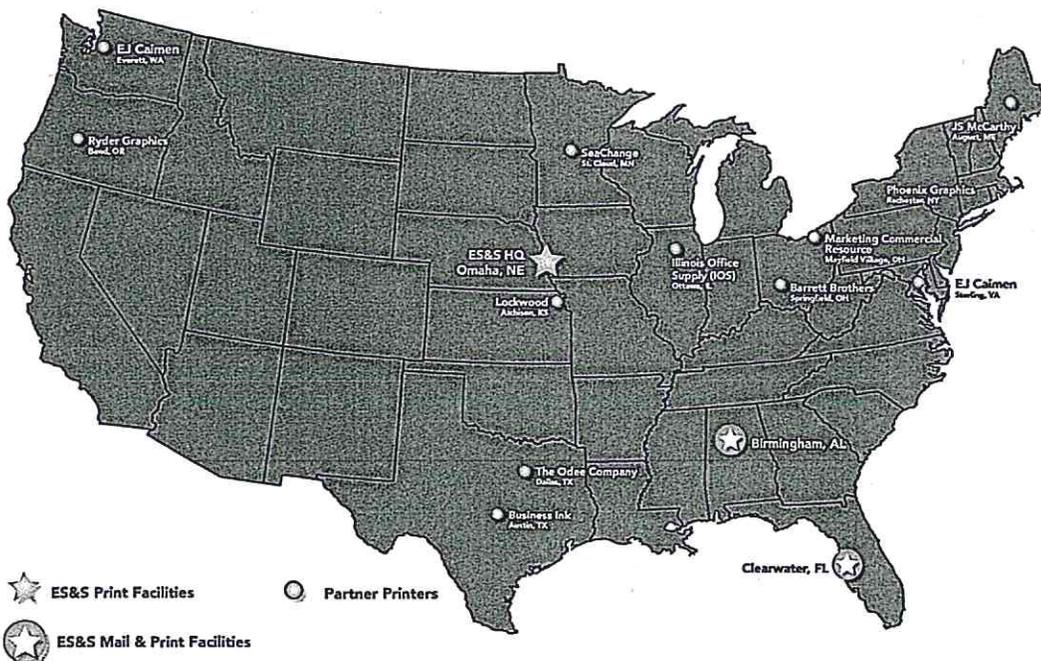
Each ES&S print facility employs the BallotCheck™ Quality Assurance Program providing the highest level of ballot print accuracy. It gives our clients peace of mind and satisfaction knowing that all ballots delivered have been thoroughly tested, inspected, and properly prepared for Election Day.

In addition to standard proofing and verification of ballot content, with BallotCheck™ all ballot print jobs provided by ES&S will be inspected and a Quality Assurance audit log will be maintained for a variety of critical characteristics, specific to each order.

No one in the industry has the knowledge, the tools, or the experience to produce the high quality ballots ES&S provides.



### ES&S PRINTER NETWORK



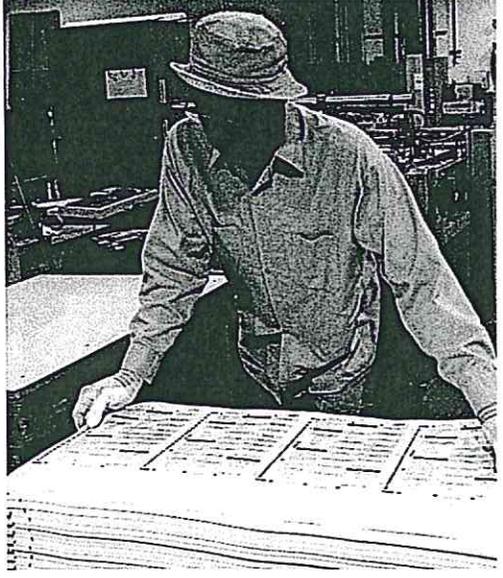
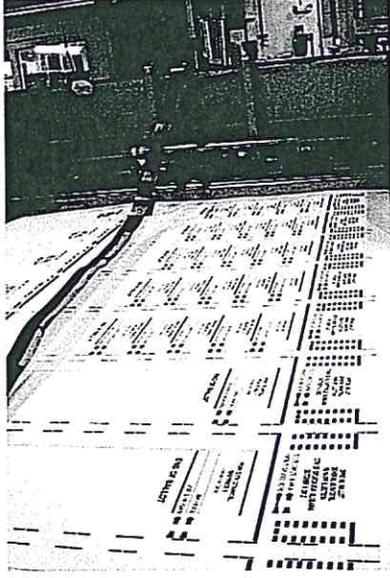
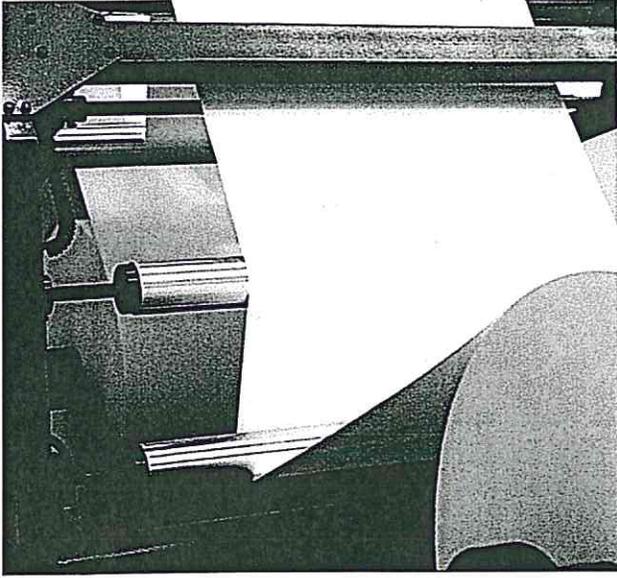


# Print Services

## TOTAL BALLOT PRINTING SOLUTION

Forty years of election experience have shaped Election Systems & Software into the industry leader in ballot production. Your ballots are produced efficiently, precisely, and specifically to your jurisdiction's needs. CountRight™ ballot stock optimizes voting machine performance, ensuring success on your Election Day. Large or small, we have resources to match any need.

From the start of ballot production to the end with accurate tabulation, ES&S is your friend in elections. We stand behind our work and guarantee our service and support. Quality assurance measures are built into every step of our process to ensure the outcome is right, every time in every election.



**ARF-3317**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Steve Sanders, Director

Submitted By: Tom Homan, GIS Supervisor, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Resolution No. 15-09-01 to name a previously unnamed section of road in Globe as W. Dalmolin Heights.

Background Information

Rural Addressing was contacted by Gila County resident Frankie Dalmolin to name an unnamed private easement through family property. Mr. Dalmolin is the owner of two of four parcels requiring access from the unnamed easement. A petition was submitted with the suggested name of W. Dalmolin Heights. Rural Addressing approved the name.

Evaluation

The road to be named is a private unnamed easement that extends westerly off of Ruiz Canyon Rd. The section is identified as PT E 1/2 SEC 36 T1N R15E and is located within Supervisorial District 2 of Supervisor Michael Pastor.

The County Rural Addressing Analyst determined the location and appropriately mapped the roadway. A map is attached.

Conclusion

Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a notice of public hearing was mailed to the property owners. Included in the public notice was the proposed name of W. Dalmolin Heights, map of the area, date for filing objections and the date scheduled for the public hearing before the Board of Supervisors. There were no objections received.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution No. 15-09-01 naming a previously unnamed road in Globe as W. Dalmolin Heights.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-09-01 to name one unnamed section of road in Globe as W. Dalmolin Heights.

**(Steve Sanders)**

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Attachments

Resolution No. 15-09-01

PUBLIC NOTICE-W Dalmolin Heights

Signed Petition Dalmolin Heights

Resident Notification Dalmolin Heights

Map

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**RESOLUTION NO. 15-09-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD IN THE GLOBE AREA TO BE CALLED W. DALMOLIN HEIGHTS**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

**W. DALMOLIN HEIGHTS – PT W 1/2 SEC 36 T1N R15E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 1st day of September 2015.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

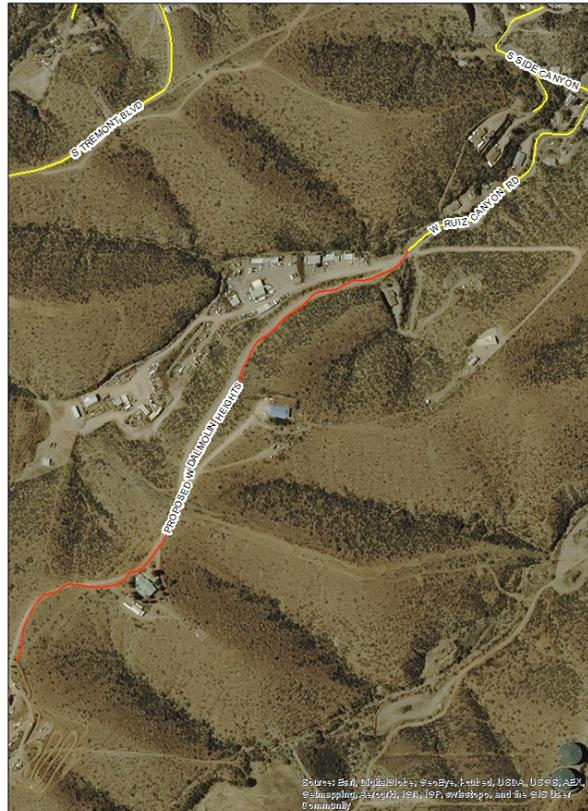
## PUBLIC NOTICE

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of an unnamed road in the Globe area. The road will be named to: **W Dalmolin Heights**

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, August 10<sup>th</sup>, 2015 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **W Dalmolin Heights** is scheduled for September 1st, 2015 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Tom Homan, Rural Addressing Supervisor  
745 N Rose Mofford Way  
Globe, AZ 85501  
1(928) 402-8515



**Proposed Road Name: W Dalmolin Heights**

**GILA COUNTY RURAL ADDRESSING**

**Please Return To:**

STEVEN MCGILL, ANALYST  
 GILA COUNTY 911 RURAL ADDRESSING  
 745 N ROSE MOFFORD WAY, GLOBE, AZ. 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE  
 RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

**PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE**

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: \_\_\_\_\_ DALMOLIN HEIGHTS \_\_\_\_\_

PROPOSED ROAD NAME #2: \_\_\_\_\_

PROPOSED ROAD NAME #3: \_\_\_\_\_

	Signature (Owner)	APN (Parcel #)	Owner Phone #	Owner Mailing Address
1.		207-26-001C	(928) 842-6890	Russel Dalmolin 1190 E Ash Globe, AZ 85501
2.	Betty Dalmolin	208-08-004N	928-425-9098	Betty Dalmolin 118 N Central Ave Globe, AZ 85501
3.	Frankie R. Dalmolin Carol J. Dalmolin	208-08-004A	928-425-3450	FRANKIE R & CAROL J. DALMOLIN #2 DALMOLIN HEIGHTS GLOBE, AZ 85501
4.	Frank R. Dalmolin	207-26-001D	928-425-9098	FRANK R. DALMOLIN #1 DALMOLIN HEIGHTS GLOBE, AZ 85501
5.				
6.				
7.				



**GILA COUNTY RURAL ADDRESSING**

---

**TO BE FILLED OUT BY COUNTY PERSONNEL**

DATE RECEIVED: 7/15/15

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: \_\_\_\_\_

\_\_\_\_\_ Assigned as requested

\_\_\_\_\_ Modified as follows: \_\_\_\_\_

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2015 \_\_\_\_\_

**Rural Addressing Analyst**

TO BE FILLED OUT BY CONTRACTOR

DATE RECEIVED	
NAME OF CONTRACTOR	
ADDRESS	
CITY	
STATE	
ZIP CODE	
TELEPHONE	
FAX	
E-MAIL	
SIGNATURE	
TITLE	

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE SANDERS  
Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

---

July 21, 2015

Dear Gila County Resident:

This letter will serve as written notification that the Gila County Rural Addressing Department has received a petition with over 75% of the property owners' signatures to name the road adjacent to your property that will be called "**W Dalmolin Heights.**"

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No 11-03. In order to accomplish this, Gila County has included a public notice informing you of the proposed name of **W Dalmolin Heights**, a sketch of the road, a date for filing objections and the date scheduled for the naming to be presented to the Gila County Board of Supervisors.

If you prefer an alternative name, 75% of property owners adjacent to the easement must submit a signed petition. Petitions are available online at [www.gilacountyaz.gov](http://www.gilacountyaz.gov) or by contacting our office. Alternative petitions, suggestions and objections must be received in writing by August 10, 2015.

Please feel free to contact our Rural Addressing Analyst, Tom Homan at (928) 402-8510 with any questions or concerns. Our offices are open from 7:00 a.m. to 5:00 p.m. Monday through Thursday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in black ink, appearing to read "Tom Homan".

Tom Homan  
Rural Addressing Supervisor



**Proposed Road Name: W Dalmolin Heights**

**ARF-3318**

**Public Hearing 3. B.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Steve Sanders, Director

Submitted By: Tom Homan, GIS Supervisor, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Resolution No. 15-09-02 to name a previously unnamed road located in the Central Heights area, west of Globe, as N. Gambel Drive.

Background Information

Rural Addressing was contacted by Bob Urioste regarding the naming of an unnamed road segment that provides access to his property. Mr. Urioste completed a petition of affected residents with the proposed name of N. Gambel Drive. Property owners were mailed notification letters and a copy of the public notice. No objections to the proposed road name were received.

Evaluation

The unnamed section of road is identified as PT SW1/4 SEC 22 T1N R15E branching north off of Roberts Drive in the Central Heights area, west of Globe, within Supervisorial District 2.

The County Rural Addressing Analyst determined the location and appropriately mapped the roadway. A map is attached.

Conclusion

Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a public notice was mailed. Included in the public notice was the proposed name of N. Gambel Drive, map of the area, date for filing objections and the date scheduled for the public hearing before the Board of Supervisors. There were no objections received.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution No. 15-09-02 naming a previously unnamed road in the Central Heights area, west of Globe, as N. Gambel Drive.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-09-02 to name one unnamed road in the Central Heights area, west of Globe, as N. Gambel Drive.

**(Steve Sanders)**

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Attachments

Resolution No. 15-09-02

Public Notice

Letter to Resident

Petition

---



**RESOLUTION NO. 15-09-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD IN THE CENTRAL HEIGHTS AREA, WEST OF GLOBE, TO BE CALLED N. GAMBEL DRIVE**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

**N. GAMBEL DRIVE – PT SW 1/4 SEC 22 T1N R15E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 1st day of September 2015.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

## PUBLIC NOTICE

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of an unnamed road in the Globe area. The road will be named to: N Gambel Drive

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, August 10<sup>th</sup>, 2015 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **N GAMBEL DRIVE** is scheduled for September 1st, 2015 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Tom Homan, Rural Addressing Supervisor  
745 N Rose Mofford Way  
Globe, AZ 85501  
1(928) 402-8515



**Proposed Road Name: N Gambel Drive**

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE SANDERS  
Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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July 21, 2015

Dear Gila County Resident:

This letter will serve as written notification that the Gila County Rural Addressing Department has received a petition with over 75% of the property owners' signatures to name the road adjacent to your property that will be called "**N Gambel Drive.**"

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No 11-03. In order to accomplish this, Gila County has included a public notice informing you of the proposed name of **N. Gambel Drive**, a sketch of the road, a date for filing objections and the date scheduled for the naming to be presented to the Gila County Board of Supervisors.

If you prefer an alternative name, 75% of property owners adjacent to the easement must submit a signed petition. Petitions are available online at [www.gilacountyaz.gov](http://www.gilacountyaz.gov) or by contacting our office. Alternative petitions, suggestions and objections must be received in writing by August 10, 2015.

Please feel free to contact our Rural Addressing Analyst, Tom Homan at (928) 402-8510 with any questions or concerns. Our offices are open from 7:00 a.m. to 5:00 p.m. Monday through Thursday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in black ink, appearing to read "Tom Homan".

Tom Homan  
Rural Addressing Supervisor

**GILA COUNTY RURAL ADDRESSING**

**Please Return To:**

STEVEN MCGILL, ANALYST  
 GILA COUNTY 911 RURAL ADDRESSING  
 745 N ROSE MOFFORD WAY, GLOBE, AZ. 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE  
 RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

**PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE**

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: Gambel DR  
 PROPOSED ROAD NAME #2: Agave LN  
 PROPOSED ROAD NAME #3: Quail Hollow

	<b>Signature (Owner)</b>	<b>APN (Parcel #)</b>	<b>Owner Phone #</b>	<b>Owner Mailing Address</b>
1.	<i>David W. McLendon</i>	207-01-010E	928-425-0925	Destiny School Inc 798 E Prickly Pear Dr Globe, AZ 85501
2.	<i>Harley Taylor</i>	207-01-005S	928-700-0208	Harley Taylor PO Box 185 Claypool, AZ 85532
3.		207-01-014B		Mark & Bettina Hunnicutt 1755 Mizpah St Winnemucca NV 89445
4.	<i>Joy Minefee Hugh Minefee</i>	207-01-010A	928-425-2520 " " "	Hugh & Joy Minefee PO Box 1473 Globe, AZ 85502
5.	<i>Robert Urioste Peggy Urioste</i>	207-01-016C	928-719-1093 928-425-3950	Robert & Peggy Urioste PO Box 2583 Globe, AZ 85502
6.	<i>David McLendon Nancy McLendon</i>	207-01-016D	928-701-7511	David & Nancy McLendon PO Box 2410 Globe, AZ 85502
7.				

**ARF-3319**

**Public Hearing 3. C.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Steve Sanders, Director

Submitted By: Tom Homan, GIS Supervisor, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Resolution No. 15-09-03 to name a previously unnamed road located in the Washington Park area, north of Payson, as E. Rim Estates Trail.

Background Information

Rural Addressing was contacted by Fred Wolfe in 2014 requesting that the road be named as there are a number of properties served by the road. Without there being a road name, finding properties was difficult for friends, deliveries and emergency services. Rural Addressing concurred with the need and mailed notification letters with the public notice with the suggested name. No objection to the proposed road name was received from the property owners.

Evaluation

The unnamed road is identified as PT E 1/2 SEC 23 T12N R 10E branching east off of Forest Service Rd 32 in the Washington Park area within Supervisorial District 1.

The County Rural Addressing Analyst determined the GPS location and appropriately mapped the roadway. A map is attached.

Conclusion

Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a public notice was mailed. Included in the public notice was the proposed name of E. Rim Estates Trail, map of the area, date for filing objections and the date scheduled for the public hearing before the Board of Supervisors. There were no objections received.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution No. 15-09-03 naming a previously unnamed road in the Washington Park area, north of Payson, as E. Rim Estates Trail.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-09-03 to name one unnamed road in the Washington Park area, north of Payson, as E. Rim Estates Trail. **(Steve Sanders)**

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Attachments

Resolution No. 15-09-03

Public Notice

Second Letter - Notification

First Letter to Residents

Map

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**RESOLUTION NO. 15-09-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD IN THE WASHINGTON PARK AREA, NORTH OF PAYSON, TO BE CALLED E. RIM ESTATES TRAIL**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

**E. RIM ESTATES TRAIL – PT E ½ SEC 23 T12N R10E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 1st day of September 2015.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

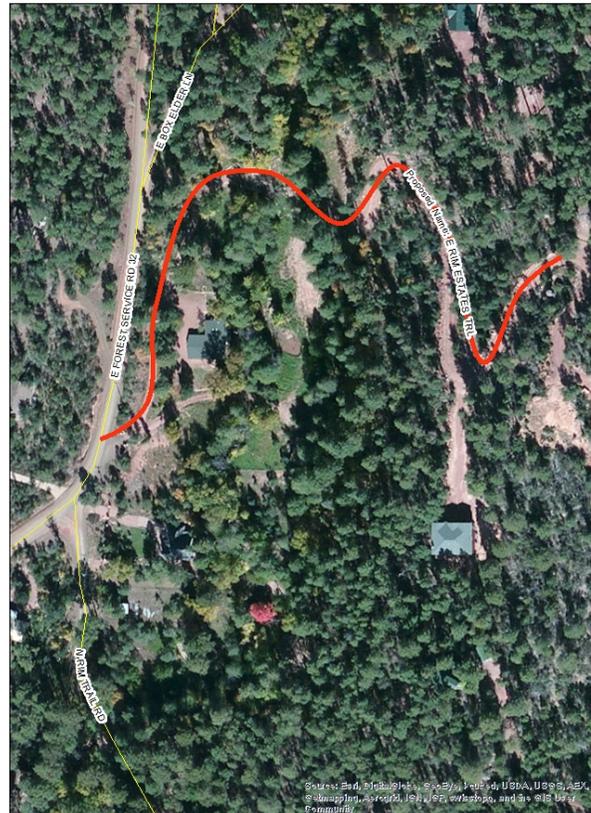
## PUBLIC NOTICE

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of an unnamed road in the Payson area. The road will be named to: E Rim Estates Trail

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, August 10<sup>th</sup>, 2015 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **E Rim Estates Trail** is scheduled for September 1st, 2015 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Tom Homan, Rural Addressing Supervisor  
745 N Rose Mofford Way  
Globe, AZ 85501  
1(928) 402-8515



**Proposed Road Name: E Rim Estates Trail**

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE SANDERS  
Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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July 21, 2015

Dear Gila County Resident:

This letter will serve as written notification that the Gila County Rural Addressing Department is in the process of naming a road adjacent to your property.

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No 11-03. In order to accomplish this, our office has suggested the name of “**E Rim Estates Trail**”. A public notice informing you of the proposed name, a sketch of the road, a date for filing objections and the date scheduled for the naming to be presented to the Gila County Board of Supervisors has been enclosed.

If you prefer an alternative name, 75% of property owners adjacent to the easement must submit a signed petition. Petitions are available online at [www.gilacountyaz.gov](http://www.gilacountyaz.gov) or by contacting our office. Alternative petitions, suggestions and objections must be received in writing by August 10, 2015.

Please feel free to contact our Rural Addressing Analyst, Tom Homan at (928) 402-8515 with any questions or concerns. Our offices are open from 7:00 a.m. to 5:00 p.m. Monday through Thursday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tom Homan', is written over a light blue horizontal line.

Tom Homan  
Rural Addressing Supervisor

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE STRATTON  
Director

STEVE SANDERS  
Deputy Director

**Gila County Public Works Division**  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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March 3, 2015

Dear Gila County Resident:

Gila County is in the process of naming a road in your area. A map has been included showing the location of the road to be named. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 System.

In order to accomplish this, our office has offered the below suggestions for the road that serves your property.

E Rim Estates Trl  
E Rim Mountain Trl  
E Rim Mountain Est

Please sign and return the enclosed petition and specify any preference of the three by March 17, 2015. If you prefer a different road name, you must provide our office with alternative petition in writing also by March 17, 2015. Petitions must have signatures of at least 75% of property owners who own property adjacent to the road being named. I have enclosed a blank petition. It is also recommended to work with your neighbors to suggest a road name agreeable to all. Please note the road naming guidelines in section 801 of Ordinance 11-03. The above suggestions are 16 characters including spaces, excluding the prefix.

You will receive notification of the final name, deadline to file objections and review date set to go before the Board of Supervisors.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Steve McGill  
Rural Addressing Analyst



**Proposed Road Name: E Rim Estates Trail**

**ARF-3337**

**Public Hearing 3. D.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Malissa Buzan

Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division

Department: Community Services Division      Division: Administration

Fiscal Year: 2015-2016      Budgeted?: No

Contract Dates 2015-2016      Grant?: Yes

Begin & End:

Matching No      Fund?: New

Requirement?:

Information

Request/Subject

Community Development Block Grant Application Federal FY 2015.

Background Information

The Community Development Block Grant (CDBG) Program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the Arizona Department of Housing for projects that must meet at least one of the following National Objectives; benefiting an area that is 51% or more low to moderate income; prevent or eliminate slum and blight; or address an urgent need due to a natural disaster or human health hazard.

Evaluation

This is an application to submit for Community Development Block Grant Regional Account funds. Federal Funds are funneled through the Arizona Department of Housing and the Central Arizona Association of Government. This is a yearly regional fund source allocated to cities, towns and counties within the State of Arizona. Funding, if awarded, would be in the amount of \$113,169.

Conclusion

If approval is granted and funding awarded, the Community Action, Housing services Program will be able to provide services in the form of single family home owner rehabilitation to two eligible citizens residing in Gila County.

Recommendation

The Community Services Director recommends that the Board of Supervisors approve this application.

Suggested Motion

Information/Discussion/Action to authorize the submission of an application for Federal FY 2015 State Community Development Block Grant (CDBG) funds in the amount of \$113,169 that will be used for two proposed CDBG housing rehabilitation projects in Gila County. **(Malissa Buzan)**

Attachments

CDBG App2015

Housing Services Guidelines 2015

CDBG Public Hearing Notice 2015

CDBG Disclosure Report 2015

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**FORM 1**  
**FY FFY15 COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**

<input checked="" type="checkbox"/>	A. Regional Account (RA) COG: CAG	<input type="checkbox"/>	B. State Special Project (SSP)
<input type="checkbox"/>	C. Colonias	<input type="checkbox"/>	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 074462102	2. Legislative/ Congressional Districts: 1 / 5
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3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430  
Name of County Applicant Located In: Gila

4. Contact Person/Title (Grantee) Malissa Buzan/Director	5. Contact Person/Title (COG/Other): Leitha Griffin/Administrative Assistant
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Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	Phone/Fax/Email: 928-402-8697/lgriffin@co.gila.az.us
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6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	20,370.42		CDBG	20,370.42
2. OOHR	92,798.58		CDBG	92,798.58

**Total CDBG Funds Requested for this Project (Activities #1 and #2):** \$ **113,169.00**

8. List all other activities applied for this fiscal year. Indicate by  which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG \$ only)	CDBG USE ONLY - Contract No.
<input checked="" type="checkbox"/> a. CDBG SSP OOHR	330,000.00	
<input checked="" type="checkbox"/> b. HOME/SHF	275,000.00	
<input checked="" type="checkbox"/> c. CDBG/RA	132,417.00	
<input type="checkbox"/> d.		

**9. Total CDBG Funds Requested** (all activities applied for this fiscal year, including administration): \$ **737,417.00**

10. **Certification:** To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official 	Date: 09-01-2015
Name (typed): Michael A. Pastor	Title: Chairman, Gila County Board of Supervisors



**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATIVE SUMMARY**

1. Applicant: Gila County

ITEM	a. CDBG \$	b. Non-CDBG \$*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement	500.00		500.00
3. Salaries, Wages, Fringe Benefits			
% or Hours			
3.1 Position #1 Title: Director	4,021.00		4,021.00
3.2 Position #2 Title: Housing Admin.	3,187.00		3,187.00
3.3 Position #3 Title: Accountant	3,405.00		3,405.00
3.4 Position #4 Title: Fiscal Manager	4,815.00		4,815.00
4. Professional Services (Contractual)			
4.1 For:			
4.2 For:			
4.3 For:			
5. Travel	200.00		200.00
6. Office Supplies and Equipment	187.42		187.42
7. Advertising/Publications	150.00		150.00
8. Indirect Costs (% documented by cost allocation plan)			
9. Other Operating Expenses (specify)			
9.1 Item 1: Rent	3,205.00		3,205.00
9.2 Item 2:			
9.3 Item 3:			
9.4 Other (Fair Housing, Section 504, etc.)	700.00		700.00
10. TOTALS	\$20,370.42		\$20,370.42

\* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title):

Nick Montague, Fiscal Manager

b. Provide the street address for the location of the financial records:

5515 S. Apache Ave., Suite 200, Globe, Arizona 85501- 4430

2



**FORM 3**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY BUDGET**

1. Applicant: Gila County	2. Activity Name: OOHR		
	<b>a.</b> CDBG \$	<b>b.</b> Non-CDBG \$	<b>c.</b> TOTAL \$
3. Environmental Review Record Check box if included in Administration <input type="checkbox"/>	\$200.00		\$200.00
4. Design/Engineering/Inspection (or other Professional Services related to project)  Previously Procured <input type="checkbox"/> Procure <input type="checkbox"/> In-House <input type="checkbox"/>			
5. Construction Contract Work (include materials and DB wage rates)	\$74,038.86		\$74,038.86
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) ( <i>must comply with the Uniform Relocation Act</i> )			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/>	\$18,559.72		\$18,559.72
9. Other (specify or attached as page     ):			
<b>10. For City/Town, County or Other Construction</b>			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page     )			
<b>11. TOTALS</b>	<b>\$92,798.58</b>		<b>\$92,798.58</b>

FORM 8



COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. Applicant: Gila County

2. Activity Name: Owner-Occupied Housing Rehab

3. Map(s) attached as page(s)

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

- a. [X] Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
b. [ ] Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
c. [ ] Residential rental rehabilitation, more than two units (51% low and moderate income persons)
d. [ ] New housing construction (only eligible if executed by a sub-recipient) Proforma attached as page
e. [ ] Acquisition or conversion of property for housing Proforma attached as page
f. [ ] Housing services
g. [ ] Lead-based paint hazard evaluation and reduction
h. [ ] Infrastructure related to a proposed housing project Proforma attached as page
i. [ ] Home Ownership Assistance (Home Ownership Assistance Guidelines required)
j. [ ] NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
k. [ ] Commercial Rehabilitation
l. [ ] Other (describe):

5. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.
We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted with in Gila County boundaries except reservation land. OOHR will complete 2 or more projects at an average of \$37,356.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

a. Is the site properly zoned? Yes  No  If no, when will the zoning issue be resolved?  
n/a

b. Are all utilities presently available to the site?  Yes  No If no, which utilities must be brought to the site? n/a  
Who has the responsibility for bringing utilities to the site? n/a

c. Provide copy of deed of ownership as page n/a

7. WHY ARE YOU GOING TO DO IT?

Describe the problems and conditions or other factors that indicate a need for the activity.

Gila County has an area of 4,768 square miles, with a high percentage of homes built before 1939. Our housing stock is in poor condition, especially in the Southern part of Gila County, we have a high percentabe of elderly and low-income population. Our goal is to preserve our housing stock by allowing the elderly and low-income population to remain in their homes. Our economic outlook has remained dismal, with above average unemployment rates in Gila County. On average, there are 100 applicants on our OOHR waiting list. That is why we propose to rehabilitate two owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 4

d. Total Number of Units: 2

b. Total Low Moderate People: 4

e. Total Low Moderate Units: 2

c. LM Percentage: 100%

f. Source of Information as page:

9. Will there be program income generated from the activity?  Yes  No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

**Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time. Project #1 income was verified on 2/11/2015, and Project #2 Income was verified on 2/18/2015.**

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." *Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.*

**Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OOHR projects in this contract.**

12. For housing acquisition, conversion, or new construction projects and programs, indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

n/a

13. a. For housing acquisition, construction, or conversion projects, attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page n/a.

b. Proforma attached as page

14. For all rental housing projects and programs:

a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

b. a definition of affordable;

c. a method whereby such were made public; and

d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page )

15. For homeownership assistance, include the following:

a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.  
n/a

b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated?  Yes (Describe plans or see page )  No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

a. Copy of articles of incorporation attached as page

b. By-laws attached as page

c. Tax exempt status attached as page

d. Current board of directors attached as page

b. Most recent audit and financial report attached as page

c. Civil Rights Certification attached as page

d. Financial Management Certification attached as page

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page



**FORM 12**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**DEMOGRAPHIC/RACIAL DATA**

<b>1. Applicant Name</b>	Gila County	<b>2. Project Name</b>	Owner Occupied Housing Rehabilitation
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This form should be used to capture demographic/racial data for CDBG-funded projects.

**3. Demographic/Ethnicity Data**

- a) Source of Racial/Demographic Data: Waiting List
- b) See page(s): 9-11

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
<b>Single Race Categories</b>				
White	69	97%	19	27%
Black/African American	0	0	0	0
Asian	0	0	0	0
American Indian/Alaskan Native	2	3%	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0
<b>Multi-Race Categories:</b>				
American Indian/Alaskan Native & White	0	00	0	0
Asian & White	0	0	0	0
Black/African American & White	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0
Other Multi-Racial	0	0	0	0
<b>Non-Hispanic/Latino Ethnicity</b>			52	73%
<b>TOTAL 6)</b>	71	100%	71	100%

<b>Total Hispanic/Latino Ethnicity 7)</b>			19	
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For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.

No	Date	Name	Address	Telephone	Rehab Elig.	Disabled Y/N	Elderly Y/N	Ethnic	%
						Complete this section for rehab only			
1	3/12/2012	Williams, Iva	246 N. Skyline Trail, Miami	928-473-4124	yes	Y	N	W	1
2	3/27/2012	Handy, Carol	112 S. 5th Street, Globe	928-425-4830	no			W	
3	10/12/2012	Werner, Desiree	5550 S. Glendale Ave, Globe	480-309-8215	no			H	
4	11/1/2012	Lopez, Adela	6052 Porto Rico Ave, Miami	928-473-8258	no			H	
5	5/14/2013	Minke, Suzanne	1065 N. Wheatfields #12, Globe	928-200-2172	no			W	
6	5/29/2013	Burkett, Patsy	6206 S. Russell Road, Globe	928-425-8455	no			W	
7	6/13/2013	Martinez, Robert	5885 Van Winkle, Miami	928-200-0470	no			H	
8	10/16/2013	DiSomma, Alan	99 E. Quail Hollow Drive, Globe	928-478-6811	no			W	
9	10/31/2013	Markman, David(HOLD) 8-6-15	404 S. Vista Road, Payson	702-782-7059	yes	Y	N	W	1
10									
11	1/2/2014	Newton, Ellen	601 N. Ponderosa Circle #2 Payson	928-472-2222	no			W	
12	1/10/2014	Jones, Billie	5258 Lincoln Way, Globe	928-961-4400	no			W	
13	1/16/2014	Vanes, Tyler	1107 S. McLane Rd Space #25	928-978-5956				W	
14	1/23/2014	Cordero, Angela	115 E. Quail Hollow Dr. Star Valley	602-507-7550	no			W	
15	1/31/2014	Bailey, Michele	4521 N. Pine Creek, Pine AZ	928-899-2564	yes	Y	N	W	1
16	2/10/2014	Barnett, Jacqueline	201 W. Holly Circle, Payson AZ	928-478-6031	no			W	
17	3/5/2014	Thyrion, Patrisha(HOLD 12-15	720 N. Lawrence, Globe	928-961-3665	yes	N	N	H	2
18	4/2/2014	Henson, Rita	7429 N. Paloma Vista, Payson	928-474-4846	yes	N	Y	N	1
19	5/1/2014	Ortiz, Marylou	7946 S. Six Shooter Canyon, Globe	No phone				H	
20	5/5/2014	Lola Jascha	8958 S. Six Shooter Canyon #80	928-310-9357	no	N	N	W	2
21	5/27/2014	Smith, Aaron	8234 E. Abiquice Trial, Globe AZ	480-234-6277	no			W	
22	6/9/2014	Wick, Mary	8200 W. Sepia Road, Payson	928-478-6141	yes	Y	Y	W	2
23	6/13/2014	Parker, Gloria	843 First Ave, Miami AZ 85539	928-701-1646	yes	N	Y	W	2
24	7/3/2014	Logan, Linda	480 S. Rainbow Drive #60 Star	928-472-9785	no	N	Y	W	1
25	12/10/2014	Critzer, Teryl	1025 N. Wheatfields Lot #12	928-961-2921	no			W	
26	1/6/2015	Morgan, Bonnie	1160 W. Frederick Street, Miami	928-701-3075	yes	N	Y	H	2
27	1/14/2015	Boosamra, Daniel	903 E. Granite Dells Road #45	623-302-8972	no			W	
28	1/16/2015	Moltz, Shandelle	1264 E. Montecito Drive #8	928-200-2548				W	
29	1/26/2015	Barnicoat, Tamara	211 S. Franz Ave, Miami	928-961-0043	yes	Y	N	W	1
30									
31									
32									
33									
34									

Comments
Rehab/replace
Needs new doors
Needs heating and cooling
Needs ramp
Floor needs repairs
Flooring needs work
Weatherization
Weatherization only rents
Rehab/Weatherization
Weatherization
Inspection needed
Weatherization only
Weatherization only
Rehab
Rental Weatherization only
Rehab
Rehab
repairs
Weatherizaion only
Weatherization/unless name
Either WAP/Rehab
Rehab
Weatherization only
Weatherization only
Weatherization only

72									
73									
74									
75									
76									
77									
78									
79									
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82									
83									
84									
85									

<b>* Demographic Codes</b>	
<b>Race of HH</b>	<b>HH Type (Select ALL that apply)</b>
11- White    12- Black/African American    13- Asian	1- Single, Non-Elderly
14- American Indian or Alaskan Native	2- Elderly (62+)
15- Native Hawaiian or other Pacific Islander	3- Single Parent
16- American Indian or Alaskan Native & White	4- Two parent
17- Asian & White    18- African American & White	5- Not Related
19- American Indian or Alaskan Native & Black	6- Female Head of House
20- Other Multi-racial	7- Disabled

Revised

8/20/2015



DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
<b>SEX AND AGE</b>				
Total population	53,436	*****	53,436	(X)
Male	26,751	+/-151	50.1%	+/-0.3
Female	26,685	+/-151	49.9%	+/-0.3
Under 5 years	3,116	+/-68	5.8%	+/-0.1
5 to 9 years	3,096	+/-354	5.8%	+/-0.7
10 to 14 years	3,089	+/-368	5.8%	+/-0.7
15 to 19 years	3,257	+/-222	6.1%	+/-0.4
20 to 24 years	2,513	+/-252	4.7%	+/-0.5
25 to 34 years	4,669	+/-251	8.7%	+/-0.5
35 to 44 years	5,081	+/-49	9.5%	+/-0.1
45 to 54 years	7,372	+/-74	13.8%	+/-0.1
55 to 59 years	4,248	+/-415	7.9%	+/-0.8
60 to 64 years	4,541	+/-381	8.5%	+/-0.7
65 to 74 years	7,355	+/-77	13.8%	+/-0.1
75 to 84 years	3,604	+/-267	6.7%	+/-0.5
85 years and over	1,495	+/-252	2.8%	+/-0.5
Median age (years)	47.8	+/-0.3	(X)	(X)
18 years and over	42,053	+/-102	78.7%	+/-0.2
21 years and over	40,413	+/-297	75.6%	+/-0.6
62 years and over	15,174	+/-345	28.4%	+/-0.6
65 years and over	12,454	+/-37	23.3%	+/-0.1
18 years and over	42,053	+/-102	42,053	(X)
Male	20,790	+/-129	49.4%	+/-0.2
Female	21,263	+/-72	50.6%	+/-0.2
65 years and over	12,454	+/-37	12,454	(X)
Male	5,969	+/-35	47.9%	+/-0.2
Female	6,485	+/-17	52.1%	+/-0.2
<b>RACE</b>				
Total population	53,436	*****	53,436	(X)

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
One race	52,210	+/-323	97.7%	+/-0.6
Two or more races	1,226	+/-323	2.3%	+/-0.6
One race	52,210	+/-323	97.7%	+/-0.6
White	42,288	+/-482	79.1%	+/-0.9
Black or African American	238	+/-41	0.4%	+/-0.1
American Indian and Alaska Native	7,831	+/-171	14.7%	+/-0.3
Cherokee tribal grouping	15	+/-19	0.0%	+/-0.1
Chippewa tribal grouping	0	+/-31	0.0%	+/-0.1
Navajo tribal grouping	512	+/-239	1.0%	+/-0.4
Sioux tribal grouping	4	+/-9	0.0%	+/-0.1
Asian	140	+/-105	0.3%	+/-0.2
Asian Indian	0	+/-31	0.0%	+/-0.1
Chinese	37	+/-53	0.1%	+/-0.1
Filipino	94	+/-87	0.2%	+/-0.2
Japanese	0	+/-31	0.0%	+/-0.1
Korean	0	+/-31	0.0%	+/-0.1
Vietnamese	8	+/-15	0.0%	+/-0.1
Other Asian	1	+/-3	0.0%	+/-0.1
Native Hawaiian and Other Pacific Islander	26	+/-26	0.0%	+/-0.1
Native Hawaiian	15	+/-23	0.0%	+/-0.1
Guamanian or Chamorro	0	+/-31	0.0%	+/-0.1
Samoa	0	+/-31	0.0%	+/-0.1
Other Pacific Islander	11	+/-14	0.0%	+/-0.1
Some other race	1,687	+/-413	3.2%	+/-0.8
Two or more races	1,226	+/-323	2.3%	+/-0.6
White and Black or African American	103	+/-57	0.2%	+/-0.1
White and American Indian and Alaska Native	383	+/-203	0.7%	+/-0.4
White and Asian	290	+/-130	0.5%	+/-0.2
Black or African American and American Indian and Alaska Native	24	+/-25	0.0%	+/-0.1
Race alone or in combination with one or more other races				
Total population	53,436	*****	53,436	(X)
White	43,479	+/-443	81.4%	+/-0.8
Black or African American	463	+/-106	0.9%	+/-0.2
American Indian and Alaska Native	8,340	+/-195	15.6%	+/-0.4
Asian	452	+/-74	0.8%	+/-0.1
Native Hawaiian and Other Pacific Islander	34	+/-29	0.1%	+/-0.1
Some other race	2,001	+/-451	3.7%	+/-0.8
HISPANIC OR LATINO AND RACE				
Total population	53,436	*****	53,436	(X)
Hispanic or Latino (of any race)	9,612	*****	18.0%	*****
Mexican	8,505	+/-320	15.9%	+/-0.6
Puerto Rican	71	+/-98	0.1%	+/-0.2
Cuban	22	+/-29	0.0%	+/-0.1
Other Hispanic or Latino	1,014	+/-334	1.9%	+/-0.6
Not Hispanic or Latino	43,824	*****	82.0%	*****
White alone	35,059	+/-46	65.6%	+/-0.1
Black or African American alone	238	+/-41	0.4%	+/-0.1
American Indian and Alaska Native alone	7,734	+/-164	14.5%	+/-0.3
Asian alone	139	+/-105	0.3%	+/-0.2
Native Hawaiian and Other Pacific Islander alone	26	+/-26	0.0%	+/-0.1
Some other race alone	30	+/-46	0.1%	+/-0.1
Two or more races	598	+/-195	1.1%	+/-0.4
Two races including Some other race	0	+/-31	0.0%	+/-0.1
Two races excluding Some other race, and Three or more races	598	+/-195	1.1%	+/-0.4

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Total housing units	32,644	+/-106	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The ACS questions on Hispanic origin and race were revised in 2008 to make them consistent with the Census 2010 question wording. Any changes in estimates for 2008 and beyond may be due to demographic changes, as well as factors including questionnaire changes, differences in ACS population controls, and methodological differences in the population estimates, and therefore should be used with caution. For a summary of questionnaire changes see [http://www.census.gov/acs/www/methodology/questionnaire\\_changes/](http://www.census.gov/acs/www/methodology/questionnaire_changes/). For more information about changes in the estimates see <http://www.census.gov/population/hispanic/files/acs08researchnote.pdf>.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010, issued March 2011. (pdf format)

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

People QuickFacts	Gila County	Arizona
Population. 2013 estimate	53,053	6,626,624
Population. 2010 (April 1) estimates base	53,597	6,392,015
Population. percent change. April 1, 2010 to July 1, 2013	-1.0%	3.7%
Population. 2010	53,597	6,392,017
Persons under 5 years. percent. 2013	5.7%	6.5%
Persons under 18 years. percent. 2013	20.4%	24.4%
Persons 65 years and over. percent. 2013	25.8%	15.4%
Female persons. percent. 2013	50.4%	50.3%
White alone. percent. 2013 (a)	80.6%	84.0%
Black or African American alone. percent. 2013 (a)	0.8%	4.6%
American Indian and Alaska Native alone. percent. 2013 (a)	16.2%	5.3%
Asian alone. percent. 2013 (a)	0.7%	3.2%
Native Hawaiian and Other Pacific Islander alone. percent. 2013 (a)	0.1%	0.3%
Two or More Races. percent. 2013	1.6%	2.6%
Hispanic or Latino. percent. 2013 (b)	18.5%	30.3%
White alone. not Hispanic or Latino. percent. 2013	63.8%	56.7%
Living in same house 1 year & over. percent. 2009-2013	88.3%	80.4%
Foreign born persons. percent. 2009-2013	3.4%	13.4%
Language other than English spoken at home. pct age 5+. 2009-2013	14.4%	26.8%
High school graduate or higher. percent of persons age 25+. 2009-2013	84.3%	85.7%
Bachelor's degree or higher. percent of persons age 25+. 2009-2013	16.1%	26.9%
Veterans. 2009-2013	6,166	522,382
Mean travel time to work (minutes). workers age 16+. 2009-2013	20.8	24.6
Housing units. 2013	32,947	2,892,325
Homeownership rate. 2009-2013	75.8%	64.4%
Housing units in multi-unit structures. percent. 2009-2013	5.2%	20.7%
Median value of owner-occupied housing units. 2009-2013	\$134,000	\$165,100
Households. 2009-2013	20,601	2,370,289
Persons per household. 2009-2013	2.54	2.67
Per capita money income in past 12 months (2013 dollars). 2009-2013	\$20,792	\$25,358
Median household income. 2009-2013	\$39,954	\$49,774
Persons below poverty level. percent. 2009-2013	21.6%	17.9%
<b>Business QuickFacts</b>	<b>Gila County</b>	<b>Arizona</b>
Private nonfarm establishments. 2012	1,016	131,375
Private nonfarm employment. 2012	11,413	2,134,252
Private nonfarm employment. percent change. 2011-2012	0.0%	1.2%
Nonemployer establishments. 2012	3,497	413,571
Total number of firms. 2007	5,250	491,529
Black-owned firms. percent. 2007	F	2.0%
American Indian- and Alaska Native-owned firms. percent. 2007	4.3%	1.9%
Asian-owned firms. percent. 2007	S	3.3%
Native Hawaiian and Other Pacific Islander-owned firms. percent. 2007	F	S
Hispanic-owned firms. percent. 2007	S	10.7%
Women-owned firms. percent. 2007	28.7%	28.1%
Manufacturers shipments. 2007 (\$1000)	0	57,977,827
Merchant wholesaler sales. 2007 (\$1000)	D	57,573,459
Retail sales. 2007 (\$1000)	550,763	86,758,801
Retail sales per capita. 2007	\$10,545	\$13,637
Accommodation and food services sales. 2007 (\$1000)	106,693	13,268,514

Building permits. 2012	51	21.726
Geography QuickFacts	Gila County	Arizona
Land area in square miles. 2010	4.757.93	113.594.08
Persons per square mile. 2010	11.3	56.3
FIPS Code	7	4
Metropolitan or Micropolitan Statistical Area	Payson. AZ Micro Area	
(a) Includes persons reporting only one race.		
(b) Hispanics may be of any race. so also are included in applicable race categories.		
FN: Footnote on this item for this area in place of data		
NA: Not available		
D: Suppressed to avoid disclosure of confidential information		
X: Not applicable		
S: Suppressed; does not meet publication standards		
Z: Value greater than zero but less than half unit of measure shown		
F: Fewer than 100 firms		
Source: US Census Bureau State & County QuickFacts		

Key Zip or Address  Find Zipcode or click on the map.   Zip Layer 3+1, 0

This page shows a Google Map of USPS Zip Codes for Gila County, AZ. Users can easily view the boundaries of each Zip Code and the county as a whole. [Index](#) [Instructions](#) [Privacy Policy](#) [The New Maps](#)  
 Gila County, Arizona Zip Code Polygon Map Version 3.1 Copyright © 1996-2014 John Corvot -





**FORM 14**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**LIMITED CLIENTELE LOW MOD INCOME BENEFIT**

1. Applicant: Gila County

2. Activity Name: Owner Occupied Housing Rehab

**LIMITED CLIENTELE LOW MOD INCOME BENEFIT**

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: 2

b. Total Low and Moderate Income Persons to be Served: 2 (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
<input type="checkbox"/>	1) Abused Children	
<input type="checkbox"/>	2) Battered Spouses	
<input type="checkbox"/>	3) Elderly Persons (62 and older)	
<input type="checkbox"/>	4) Homeless Persons	
<input type="checkbox"/>	5) Illiterate Persons	
<input type="checkbox"/>	6) Migrant Farm Workers	
<input type="checkbox"/>	7) Adults w/Severe Disabilities*	
<input type="checkbox"/>	8) Persons Living with AIDS	
<input checked="" type="checkbox"/>	9) Persons earning 80% or less of median income and not included in other groups listed above.	

c. Percentage of Low/Moderate Income to be Served: 100% (b ÷ a)

d. The source of the data in a. and b: Pre-Application Forms(or attached as page )

\* See Instructions for definition of Adults with Disabilities



Gila County Housing Services  
Pre-Application Form

Rehab

Please PRINT all information

Date: 1/31/14

First Name: Michele MI: K. Last Name: Bailey

Home Address: 4521 N. Pine Creek Canyon Rd, Pine, AZ 85544  
Street City State Zip Code

Mailing Address: P.O. Box 1811, Pine, AZ 85544  
Street City State Zip Code

Telephone Number: \_\_\_\_\_ Cell#: (928) 899-2564 Message#: \_\_\_\_\_

Age of Head of Household: 56 1/2 Gender of Head of Household:  
 Male  Female

Number of persons in household: 1 Adults 0 Children

Is anyone living in the home disabled?  Yes  No

- Ethnicity:** Please mark one
- 11 White
  - 12 Black/African American
  - 13 Asian
  - 14 American Indian or Alaskan Native
  - 15 Native Hawaiian or Other Pacific Islander
  - 16 American Indian or Alaskan Native & White
  - 17 Asian and White
  - 18 African American & White
  - 19 American Indian or Alaskan Native & Black
  - 20 Other Multi-Racial

Hispanic?  Yes  No

1. Type of Home:  house  mobile home  travel trailer  Other \_\_\_\_\_

2. Is the home listed for sale at this time?  Yes  No

3. Do you have a deed/title to the home and property in your name only?  Yes  No - *My Name is Mortgage Lender Also*

4. Do you have total loss/fire coverage insurance on your home/property?  Yes  No

5. Are your property taxes paid up to date?  Yes  No

If No, explain: \_\_\_\_\_

6. Age of home: 30 yrs Square Footage: @ 750 # of Bedrooms: 2

Continued on reverse side

7. List all household members' Monthly Income (Gross amount - before taxes and deductions):

Source: Social Security Amount: \$ 968<sup>00</sup> mo

Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Source: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

TOTAL Monthly Amount: \$ 968<sup>00</sup> mo

8. Is there a health or safety emergency at this time?  Yes  No

Explain: Large Crack in Floor Slab, Cement Blocks missing from foundation-dirt pack interior eroding.

9. What type of home repair(s) do you need?

Total home rehabilitation - painting, staining, possibly siding, sliding glass door replacement, many repairs and weatherization check.

10. Have you received housing rehabilitation from Gila County in the past?  Yes  No

if yes, when/explain? \_\_\_\_\_

I authorize Gila County Housing Services (GCHS) to contact any source necessary to establish the accuracy of the information on this form. Housing Services will use the information only in the administration on any assistance. GCHS will not release this information to any person or agency outside of GCHS or its agents. Under penalty of perjury and acknowledged by my signature below, I swear and affirm that all information on this form is true and correct to the best of my knowledge.

Signature: Michelle X Bailey Date: 1-31-14

When complete return this form to:

Gila County Housing Services  
5515 S. Apache Ave., Suite 200  
Globe, Arizona 85501

Phone: (928) 425-7631  
Fax: (928) 425-9468  
Toll Free: 800-304-4452, Ext.8650



Gila County Housing Services  
Pre-Application Form

Called 1-16-15 et  
left message.  
Called 1-28-15 et  
left message

Never sent paperwork

Please PRINT all information

Date: 10/31/2013

First Name: David MI: B Last Name: Markman

Home Address: 404 South Vista Rd. Payson AZ 85541  
Street City State Zip Code

Mailing Address: Same  
Street City State Zip Code

Telephone Number: 702 782-7059 Cell#: 702 782-7059 Message#: \_\_\_\_\_

Age of Head of Household: Self 53

Gender of Head of Household:  
 Male  Female

Number of persons in household: 1 Adults 0 Children

Is anyone living in the home disabled?  Yes  No

Ethnicity: ~~Please mark one~~

- 11 White
- 12 Black/African American
- 13 Asian
- 14 American Indian or Alaskan Native
- 15 Native Hawaiian or Other Pacific Islander
- 16 American Indian or Alaskan Native & White
- 17 Asian and White
- 18 African American & White
- 19 American Indian or Alaskan Native & Black
- 20 Other Multi-Racial

Hispanic?  Yes  No

1. Type of Home:  house  mobile home  travel trailer  Other \_\_\_\_\_

2. Is the home listed for sale at this time?  Yes  No

3. Do you have a deed/title to the home and property in your name only?  Yes  No

4. Do you have total loss/fire coverage insurance on your home/property?  Yes  No

5. Are your property taxes paid up to date?  Yes  No

If No, explain: \_\_\_\_\_

6. Age of home: 40 yrs Square Footage: 1248 # of Bedrooms: 2

Continued on reverse side

7. List all household members' Monthly Income (Gross amount - before taxes and deductions):

Source: <u>State Compensation Arizona</u>	Amount: \$ <u>675.51</u>
Source: <u>Payson multipurpose Senior ctr</u>	Amount: \$ <u>274.00</u>
Source: <u>4 hrs weeks</u>	Amount: \$ _____
Source: _____	Amount: \$ _____

*add 200  
Payson @  
gmail.com*

TOTAL Monthly Amount: \$ 949.51

*\$ 150.00 Food Stamps*

8. Is there a health or safety emergency at this time?  Yes  No

Explain: I have congestive heart failure and it gets too cold in the house  
And the leaking roof has mold in laundry room.

9. What type of home repair(s) do you need?

Winter proofing: The windows let in cold air old single pane w/holes..roof  
leaks and wall have on insulation..Heater has to run 24/7 to keep house at  
low 60's

10. Have you received housing rehabilitation from Gila County in the past?  Yes  No

if yes, when/explain? \_\_\_\_\_

I authorize Gila County Housing Services (GCHS) to contact any source necessary to establish the accuracy of the information on this form. Housing Services will use the information only in the administration on any assistance. GCHS will not release this information to any person or agency outside of GCHS or its agents. Under penalty of perjury and acknowledged by my signature below, I swear and affirm that all information on this form is true and correct to the best of my knowledge.

Signature: [Handwritten Signature] Date: 10/31/2013

When complete return this form to:

Gila County Housing Services  
5515 S. Apache Ave., Suite 200  
Globe, Arizona 85501

Phone: (928) 425-7631  
Fax: (928) 425-9468  
Toll Free: 800-304-4452, Ext.8650



## FORM 16 - HR

### CDBG - MILESTONES FOR PROJECT PLANNING HOUSING REHABILITATION

**1. Applicant** Gila County Housing Services

**2. Activity Owner** Occupied Housing Rehab

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones↓	Months→	1 Oct '15	2 Nov '15	3 Dec '15	4 Jan '16	5 Feb '16	6 Mar '16	7 Apr '16	8 May '16	9 Jun '16	10 Jul '16	11 Aug '16	12 Sep '16
General ERR		x	x	x									
Marketing		x	x	x									
Quarterly Progress Reports					1-15-16	x	x	4-15-16	x	x	8-15-16	x	x
Request for Payment (at least quarterly)					1-15-16	~	x	4-15-16	x	x	8-15-16	x	x
<b>House(s) #1 &amp; 2</b>													
ERR (Appendix A)		x	x	x	1-5-16								
Initial Inspection & Work write-ups		x	x	12-15-16	x								
Procurement		x	x	x	x	2-15-16							
Construction & Final Inspection						x	x	x	5-15-16				
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													

74

<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>Milestones</b> ↓	<b>Months</b> →	13 Oct '16	14 Nov '16	15 Dec '16	16 Jan '17	17 Feb '17	18 Mar '17	19	20	21	22	23	24
Marketing													
Quarterly Progress Reports		1-15-16											
Request for Payment (at least quarterly)		1-15-16											
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													

25

ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>CLOSEOUT</b>													
<b>Milestones</b> ↓ <b>Months</b> →	25	26	27	28	29	30	31	32	33	34	35	36	
Marketing													
Quarterly Progress Reports													
Request for Payment (at least quarterly)													
<b>House(s) #</b>													

26

ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>House(s) #</b>													
ERR (Appendix A)													
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<b>House(s) #</b>													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>CLOSEOUT</b>			11-15-16										

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## CERTIFICATIONS

### APPLICANT CERTIFICATIONS FOR FFY 2015

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.

19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:



Signature of Mayor or Chair of County Board

9/1/2015

Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.



**RESOLUTION NO. 15-02-01**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2013/14 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), STATE SPECIAL PROJECTS, AND A FUTURE APPLICATION FOR REGIONAL ACCOUNT (RA) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

**WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and**

**WHEREAS, the State of Arizona is administering the CDBG program; and**

**WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and**

**WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations.**

**THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2013/2014 Community Development Block Grant, State Special Projects, and Regional Account program funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and**

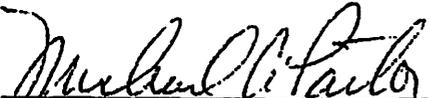
**BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all Community Development Block Grant program guidelines; state and federal statutes and regulations applicable to the Community Development Block Grant program; and the certifications contained in this application.**

PASSED AND ADOPTED this 17<sup>th</sup> day of February 2015, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

  
Marian Sheppard, Clerk

  
Michael A. Pastor, Chairman

Approved as to form:

  
Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief



**RESOLUTION NO. 15-02-02**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION GUIDELINES DATED APRIL 5, 2006, IN RELATION TO AN APPLICATION FOR FISCAL YEAR (FY) 2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECT ACCOUNT AND FISCAL YEAR 2015 REGIONAL ACCOUNT PROGRAM FUNDS FOR AN OWNER OCCUPIED HOUSING REHABILITATION ACTIVITY.**

**WHEREAS**, Gila County is desirous of undertaking an owner-occupied housing rehabilitation program; and

**WHEREAS**, this program is funded with CDBG and State Special Project Account program funds provided by the State of Arizona; and

**WHEREAS**, the CDBG and State Special Project Account program requires that every local government requesting SHF funds for housing rehabilitation adopt specific guidelines for such a program; and

**WHEREAS**, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines (OOHRGs) dated April 5, 2006, which have been pre-approved by the CDBG program.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors hereby adopts such OOHRGs dated April 5, 2006, in order to implement its housing rehabilitation program that will be funded through its applications for FY 2013/14 CDBG State Special Project Account and FY 2015 Regional Account program funds; and

**BE IT FURTHER RESOLVED** that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG and State Special Project Account program's CD-1 form, with such revisions submitted to the CDBG and State Special Project Account program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 17<sup>th</sup> day of February 2015, at Globe, Gila County, Arizona

Attest:

Laurie J. Kline for  
Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor  
Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers  
Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief



**RESOLUTION NO. 15-02-03**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND  
RELOCATION ASSISTANCE PLAN FOR FY 2015-2016, AS REQUIRED  
UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974 AS AMENDED.**

**WHEREAS**, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

**WHEREAS**, Gila County is submitting an application to the Arizona Department of Housing for Community Development Block Grant (CDBG) and State Special Project funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-displacement and Relocation Assistance Plan as described below.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

The County of Gila will replace all occupied and vacant occupy-able low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the Arizona Department of Housing the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

Gila County Housing Services will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of February 2015, at Globe, Gila County, Arizona

Attest:

Laurie Kline for:  
Marian Sheppard, Clerk

**GILA COUNTY BOARD OF SUPERVISORS**

Michael A. Pastor  
Michael A. Pastor, Chairman

Approved as to form:

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

# GILA COUNTY HOUSING SERVICES



## OWNER-OCCUPIED HOUSING REHAB GUIDELINES

**Gila County Housing Services Program Guidelines  
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## **OWNER-OCCUPIED HOUSING REHABILITATION**

### **PURPOSE**

The Gila County Owner-Occupied Housing Rehabilitation Program is designed to serve low income homeowners with health, safety, energy efficiency, and renewable (green) related home repairs within Gila County. The program is generally defined by these guidelines. These guidelines apply only to the owner-occupied housing rehabilitation loans and/or emergency repair grants funded by Gila County Housing Services Program.

### **Goals**

- To improve the quality, health, safety and energy efficiency of the housing stock and to promote neighborhood revitalization in Gila County.
- To benefit elderly, handicapped, and families with children whose income levels are at or below 80% of Gila County Median Income Limits.

### **Objectives**

- To invest sufficient funds in each home, that is owned and occupied as a primary residence by low income homeowners to meet the State of Arizona Rehabilitation Standards at a minimum.
- To provide technical assistance, counseling and follow-up services to eligible families, including but not limited to:
  - a. Ownership, revitalization, and neighborhood responsibilities
  - b. Budgeting for property taxes and insurance
  - c. Property maintenance
  - d. Energy conservation
- To provide referral services to the various agencies offering assistance in the areas of housing, medical, financial hardship, legal aid, etc.

The goals and objectives of the Gila County Housing Services Department can be properly implemented and accomplished by having:

- Properly trained personnel to provide assistance from the initial contact through completion of work and loan services
- Properly trained code enforcement personnel (education/human relations) to serve as liaison for all available programs and tasks associated with the Housing Services Department programs
- A network of County and human services agencies which will provide support services for the programs listed under this department.

### **FUNDING**

Funding from a variety of sources, such as, Community Development Block Grant (CDBG), HOME Partnership Project, Housing Trust Funds, Arizona Department of Energy, Low Income Home Energy Assistance Program. Any project may have one or any combination of funds as

necessary, to accomplish the goal of providing decent, safe housing. HOME Partnership Project and Community Development Block Grant (CDBG) fund sources have specific minimum and maximum code requirements that must be followed. The use of a particular fund source, at the discretion of the Community Services Director, will determine whether the project is a partial or full rehabilitation.

Funding limits per unit are: rehab maximum of \$55,000; and reconstruction maximum of \$80,000.

Prior to starting an Owner Occupied Housing Rehab project, the property valuation, will not exceed ninety five percent (95%) of the area median purchase price for single family housing as determined and published by HUD.

### **TARGET AREA**

The target area consists of all of Gila County with the exception of Indian Reservations and floodplains. Gila County encompasses 4,752 square miles.

### **ACCESSIBILITY**

The program will provide assistance to potential participants who have special barriers to ensure equal access to benefits. For Spanish speaking persons, we will utilize Spanish speaking staff to assist with the entire rehabilitation process. Gila County Housing Services offices/facilities comply with ADA accessibility requirements.

### **ELIGIBILITY REQUIREMENTS**

- The property must be located within Gila County boundaries excluding Indian Reservations and floodplains.
- Participants must be at or below 50% to 80% of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- The applicant must provide verification that the property is owner occupied as a primary residence at least 12 months before application, during construction and for the entire recapture period.
- The property must be free from liens that unduly restrict the marketable ownership interest. If the home is on the market for sale, it will not be eligible for assistance.
- The home must be suitable for rehabilitation under the time and funding constraints of the program, including the ability to improve the property up to minimum code with funding available. If all funding assistance is not sufficient to rehab the unit to minimum standards, the application will be denied or placed back on the waiting list, at the discretion of the Community Services Director.
- Homeowner must provide verification of Total Loss Coverage Insurance at the time of application for services.
- Homeowner must hold a Fee Simple Title or a 99-year leasehold on the property, verifiable by a preliminary title search only, deeds alone do not suffice.
- Property taxes must be paid and current at the time of application for services.

### **MANUFACTURED HOME REQUIREMENTS**

All Manufactured housing units must meet the following:

- a. Placed on a permanent foundation (required certification) and is connected to permanent utility hook-ups;
- b. Is located on land that is held in fee-simple title, or long-term ground lease with a term of at least 99 years (50 years for tribal land); and
- c. Meets the construction standards of 24CFR 3280 if manufactured after June 15, 1976, or, meets applicable local and/or state codes if manufactured prior to June 15, 1976.

Manufactured housing units must be permanently affixed to land owned by the household and not in a leased mobile park.

**PRIORITY POPULATIONS**

Gila County will give priority assignment to the following:

- a. Households including children under the age of 18 years old
- b. Households with a physically disabled family member
- c. Households including an elderly (60 years of age or older) family member;  
and
- d. Households with income at or below 50% of area median income
- e. Households with income at or below 60% of area median income
- f. Households with income at or below 80% of area median income

**NON-DISCRIMINATION**

The program will not discriminate against any potential participant based on race, color, religion, gender, family status, disability, or violate any other applicable federal statute.

**AFFORDABILITY TO LOW-INCOME HOUSEHOLDS**

Owner Occupied Housing Rehabilitation funds will be invested in each home to meet, at a minimum, the State of Arizona Rehabilitation Standards Guidelines and local building codes. Lien amounts placed on rehabilitated homes will not be allowed to exceed 100 percent combined loan to value. In some cases, reconstruction will be more cost effective than rehabilitation.

**GRANT/LOAN**

Owner-Occupied Housing Rehabilitation assistance to homeowners may be in the form of:

- **FORGIVABLE LOANS** – These loans do not require scheduled repayment by beneficiaries, forgiveness of the loan is conditional upon the beneficiary complying with program and occupancy requirements, as well as, the requirements of the loan documents. A forgivable loan may include repayment of only a portion of the principal amount. Forgiveness may be proportional based on the beneficiary’s continued owner occupancy for the recapture period or conditioned upon other locally defined criteria. The forgivable loan must be secured by a promissory and a Deed of Trust naming Gila County as beneficiary.
- **EMERGENCY REPAIR GRANT (ERG)** – This is an outright grant (not to exceed \$10,000) to low income residents to address emergency conditions for the purpose of eliminating a threat to life, safety, and/or eliminating an imminent health hazard.

**AFFORDABILITY PERIOD**

Loan Amount  
\$10,000 or less

Recapture Period  
no repayment is required

\$10,001 to \$15,000  
\$15000 to \$40,000  
Over \$40,000

5 years  
10 years  
15 years

### **Affordability Options:**

- **Owner Moved/Home Rented** – this is a violation of affordability, steps will be taken to enforce repayment of the lien in this circumstance
- **Owner Passes Away** - In the event of the homeowner's death during the affordability period there are two options:
  - in the event a qualifying\* immediate family member inherits the property, he/she may assume the balance of the deferred payment loan;
  - the lien may be released at the discretion of the Community Services Director
- **Owner Wants to Sell** – repayment of the lien will be enforced
- **Foreclosures** – Options include:
  - In the event of a Foreclosure or Deed in Lieu of Foreclosure, any provisions of the Deed of Trust or any provisions in any collateral agreement restricting the use of the property or otherwise restricting the Homeowner's ability to sell the property shall have no further force or effect on subsequent owners or purchasers of the property. Any person, including successors or assigns (other than the homeowner or a person or entity related to the homeowner), receiving title to the property through foreclosure or deed in lieu of foreclosure of the First Mortgage/Deed of Trust shall receive title to the property free and clear from such restrictions.
  - The lien created by the Deed of Trust will be released upon Foreclosure, transfer of Deed in Lieu of Foreclosure, assignment to HUD or market sale.
- **Subordination of Lien Position** – Loan subordination will only be allowed when: 1) the refinancing results in a fixed rate, lower monthly payment; and 2) loan subordination will not be allowed under any circumstances for a cash-out refinancing.
- **End of Affordability Period** - the Housing Coordinator will process and record the lien release documents at the end of the affordability period. Each homeowner will be sent an annual statement of during the affordability period to inform them of their lien status.

If these guidelines are adopted by other entities with whom Gila County is the sub-recipient, then the Grantor entity shall be responsible for securing the lien and promissory note for the forgivable loan.

### **LOAN SERVICING**

Gila County Housing Services uses Pioneer Title Company in Payson, Arizona to process the Deed of Trusts and Promissory Notes on each project. They will act as the loan servicing agents for our program.

The Deed of Trust and Promissory Note will be signed by the homeowner at the beginning of the housing rehabilitation process. A standard rehab project amount will be utilized at this time, with revisions prior to recording the documents.

\*qualifying – must meet all State Housing Fund Income Guidelines, and other criteria as applicable.

## **PROGRAM INCOME**

In the event that Gila County Housing Services recaptures any funds, we will remit them to the Arizona Department of Housing.

## **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, contractors, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious animal, excessive animals)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- If in the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or Contactor, the work should not proceed until the condition is corrected.

## **SELF-HELP OR SWEAT EQUITY**

The Housing Services Department does not operate a self-help or sweat equity program. Gila County will not allow the homeowner to perform any scope of the work. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Director.

## **STANDARD AND SPECIFICATIONS**

All housing rehabilitation projects will meet:

- State of Arizona Rehabilitation Standards (Attachment 3) or local code. In addition Gila County has adopted the Uniform Building Code (UBC) (1991), National Electric Code (NEC)(1990), Uniform Mechanical Code (UMC)(1991), Uniform Plumbing Code (UPC)(1991), Uniform Conservation Code (UCC)(1991), as well as, the Uniform Housing Code (UHC)(1991).
- Gila County uses standard specifications, which are tailored to each specific project which may include minor, substantial, and removal of all code violations.
- Energy Star
- International Energy Conservation Code (EICC, 2012 Edition or most recently adopted by local building jurisdiction)
- All plumbing fixtures are to be "low-flow"
- WEATHERIZATION STANDARDS - Gila County will meet Weatherization Standards for OOHHR Housing Rehab in each home that is rehabilitated with CDBG, SHF, HTF, SSP, and/or HOME Partnership Program funding sources. (*Issued 10/12/12, Rev. 11/18/13*)
- Uniform Federal Accessibility Standards (Section 504 of the 1974 Rehabilitation Act) and the Americans with Disabilities Act, as applicable and needed by homeowner

## **TEMPORARY RELOCATION**

Temporary housing will be used if necessary to house families whose house is under construction through the rehab program. Funding will be utilized from a variety of programs operated by the Gila County Community Services Division.

- a. If the completion of the identified repairs imposes a health and safety risk to the occupants, Gila County Community Services Division will make temporary housing arrangements for the period of time estimated by the contractor to complete the repairs.
- b. Temporary relocation with area relatives or friends will be the first alternative. If this is not available, the occupants will be temporarily relocated to an area hotel/motel that is equipped with a microwave and refrigerator, if available. The occupants will be responsible for their own meals.
- c. If necessary, personal belongings of the occupants will be placed in temporary storage at either a commercial location or a Gila County storage location, if available.
- d. All temporary relocation costs will be included in the total rehabilitation cost.

### **REPLACEMENT REHABILITATION**

Replacement is only allowed under the Rehabilitation Program.

1. Staff will make cost estimates for each dwelling. If the unit is a manufactured home and the cost estimate of the necessary repairs exceeds the budgeted amount and if the repairs that can be made would still not bring the unit "up to code", the decision can be made to replace the unit with a new or used manufactured home, providing the cost of transport, hookup and after-rehab value is within the allowable cost of the program.
2. The replacement manufactured home will be competitively procured through the solicitation of three written quotes, in accordance with Gila County Procurement Department Policy. If the homeowner refuses to accept the unit selected by Gila County during the first round of the selection process, the homeowner will be allowed a second chance to select a unit. Gila County will again attempt to competitively procure a unit for the homeowner. If the homeowner refuses to accept the unit selected by Gila County during the second round of the selection process, the homeowner's application will be cancelled. The homeowner will be notified in writing of this cancellation and they will have ten (10) days from the date of the cancellation letter to request an Administrative Review/Informal Hearing on the decision to cancel the application. In the Administrative Review/Informal Hearing, the homeowner must prove "just cause" as to the reason for not selecting a unit.
3. On used mobile home replacements, all appliances, utilities and fixtures will be in good working order. However, homeowner understands that if this is not a new mobile home, homeowner accepts it "as is". All appliances and fixtures will be replaced with new, if enough funding is left in their grant.
4. Staff will first try to replace mobiles with new factory built ones, as costs allow.

### **ACQUISITION**

All acquisition of land, which includes long term leases and permanent use easement, must meet the requirements of the Uniform Relocation and Real Property Acquisition Act. This requires documentation of various notices to the owner, and appraisals (and review appraisals) in most instances.

### **LEAD BASED PAINT HUD REGULATIONS**

In order to comply and implement lead-based paint requirements, the Housing Services Department shall use as guidance the OHD Housing Bulletin #1 issued by the GOHD on December, 2001 (Attachment 6 under Section A). The program shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. Any interim control or abatement procedures of lead-based paint hazards as prescribed by HUD requirements shall be included in the scope of work. The Housing Services Department shall

also attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and encourage contractors to secure lead-based paint hazard liability insurance.

Staff will provide the homeowner with the EPA/HUD Pamphlet "Protect Your Family from Lead in Your Home". Staff shall also provide the homeowner with the Lead Based Paint Notification for the homeowner's review and signature. Staff shall specifically review the notification form with the homeowner and make every effort to ensure the homeowner is aware of the hazards and ways to avoid lead based paint poisoning. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. If lead based paint hazards are identified by risk assessment and treated the participant shall be provided with the following notices: Notice of Evaluation and Notice of Lead Hazard Reduction. All brochures are available in alternate format for non-English Spanish speaking persons.

### **MARKETING TO GENERAL PUBLIC/POSSIBLE APPLICANTS**

Gila County makes every effort to promote awareness to the general public by presenting its program to local groups, such as the Chamber of Commerce, the Lions Club, the Rotary Club, Southern Gila County Network Team, and any other group that expresses interest. Public Service announcements and press releases are also sent to local radio, television and newspapers to market our program.

The Housing Services Program makes every possible effort to inform and promote program awareness to every segment of the community. Informational materials are distributed across the county and are freely available through various county departments. Although, "word of mouth" is the best and foremost method of communication in our community, the Housing Services Program also advertises in the local newspapers within the county.

The Housing Services Program has also developed a network for referrals from:

1. Gila County Health Department, Public Health Nursing, Public Environmental Health Dept., Public Gila County Public Fiduciary's Office, Gila County Community Development Office, Gila County Section 8 Housing Program, Workforce Investment Department, Gila County Community Action Program.
2. Gila County Community Development Office advising of dangerous or condemned buildings.
3. Gila County Community Development Office or Gila County Health Department advising of a broken sewer, leaky roof, etc. during their inspections.
4. Various social services agencies (Gila Aging, Child Protective Services, Vocational Rehabilitation Program, etc.) advising of health and safety issues.

All promotional materials and other marketing tasks are done by the Housing Services Program staff on an ongoing basis.

### **MARKETING TO CONTRACTORS**

The Housing Services Department follows the procedures for procurement and contracting as directed in the handbook distributed by the Arizona Department of Housing. This handbook and any updating information/additions to the same are kept by the Director and are available for review and reference by any interested person(s).

## **STAFFING AND ADMINISTRATIVE STRUCTURE**

The Gila County Housing Services Department currently consists of approximately 6 staff with additional services provided by the county departments listed under the heading of the Community Services Division on an as needed basis. The Housing Services Department is administered and staffed as follows:

Community Services Director  
Community Services Fiscal Manager  
Community Services Housing Coordinator  
Community Services Housing Project Coordinator – BPI Certified Building Analyst & Quality Control Inspector  
Community Services Housing Rehabilitation Specialist – BPI Certified Building Analyst  
Community Services Grants Administrator

The Director provides oversight of the program. The Housing Coordinator is responsible for monitoring the expenditure of funds for each project.

The Grants Administrator is responsible for grant applications to funding agency(ies). Additional responsibilities include completing: Environmental Review Reports, Flood Hazard Determinations, Set Up Reports, Closure Reports, and Performance/Schedule of Completion Reports. The Grants Administrator will maintain the program guidelines and will assist the Housing Coordinator with compliance issues, and periodical monitoring of the administration of the program(s).

The Housing Coordinator is responsible for the implementation of the program, expenditure of funds and compliance with the program rules and regulations. The Housing Coordinator's secondary tasks are those related directly to rehabilitation services and working on a one to one basis with the applicants from identification to completion of the project.

The Housing Coordinator is responsible for intake, contacting licensed, minority and women owned businesses to request their participation in the Housing Services programs, determination of eligibility of the property and the applicant, maintenance of waiting lists, correspondence between department and homeowner, monitoring and data entry of each project. Also assists the Fiscal Manager with financial management and contract closeouts, and assists the Housing Project Coordinator and Rehabilitation Specialist with program eligibility.

The Housing Rehabilitation Project Coordinator and Specialist are responsible for all necessary disclosures, preliminary and subsequent inspection of the subject property, preparation of the plans and/or specifications for bidding, cost estimating, and final close-out of the project. Both positions are responsible for inspecting weatherization items on HOME and CDBG funded rehabilitation projects. During construction, the Housing Project Coordinator and Rehabilitation Specialist conduct periodic inspections of the work, interfaces with the homeowner and contractor to ensure quality work, approves change orders for referral to the homeowner and participates in the final walk through. Maintenance, energy conservation, and homeowner responsibility/neighborhood revitalization counseling will be provided to each participant by any member of the Housing Services Department. The Housing Rehabilitation Project Coordinator is a BPI Certified Quality Inspector and is responsible for performing inspections at all properties prior to final closeout.

Training for the Housing Services Program staff is provided by Gila County and by attending workshops training sessions paid for with grant monies. In addition to the Housing Services Department staff, we will utilize the Gila County Planning/Zoning, Community Development, and Engineering Departments for appropriate technical assistance to the program.

### **PRE-SCREENING PROCESS**

The prospective participant will be asked to complete a pre-screening form, which will be used to determine eligibility for a housing rehabilitation project. The Housing Coordinator will review the following requirements:

- a. Applicant presently owns the property;
- b. Location of the home is within the county boundaries, excluding Indian Reservations and floodplains;
- c. Income verification;
- d. Determination if Property Taxes and Insurances are current on the property;
- e. Household size and composition;
- f. Market value of the home does not exceed guidelines as established by HUD

The prospective participant is then asked to complete the application for services process (See Below), based on the information provided, an eligibility determination will be made. The prospective participant will be notified in writing within ten (10) working days of eligibility determination to be placed on the waiting list. The waiting list is based on a first come, first serve basis.

Placement on the Waiting List does not constitute a guarantee of approval for services. A perspective participant on the waiting list must meet qualifications in order to be considered for a housing rehabilitation project when funding becomes available. Eligibility for continuation on the waiting list is determined every six months.

### **APPLICATION PROCESS**

The prospective participant(s) will be contacted by Housing Services Coordinator who will then verify the application to ensure the information accurately reflects the prospective participant's present situation.

Income will be verified via verification received directly from employers, Social Security Administration, Veteran's Administration, previously filed income tax returns, check stubs, etc. During rehab, income verification shall be valid for a period of six (6) months, after which it must be recertified if the project has not been completed. All information obtained through this process shall be kept in locked files to ensure confidentiality.

The following definitions aid staff in the application process:

- Income - All wages, financial assistance from Social Security, Veteran's Administration, Department of Economic Security, Temporary Assistance to Needy Families, Unemployment Insurance, Alimony, Child Support, and income from any other source by any member of the household.
- Family/Household – All persons occupying the home, including permanent extended family, i.e., elderly parents, single children with children of their own. In the case of

more than one family per unit, every effort is made to provide the non-owner with housing assistance through another program to decrease over-crowding.

Prior to the application being approved, two eligibility determinations/certifications are made:

- 1). Family – based on income and home ownership (if on waiting list more than 6 months must be recertified every 6 months.)
- 2). Property Ownership – must be owned solely by the applicant and/or co-applicant

During the application process staff will review each case with the. The Housing Coordinator is responsible for approval or disapproval of each application. Housing Services staff will then inform the applicant of the type and extent of assistance being offered and advise the applicant of the estimated time line for the sequence of events that will be necessary in the repair/rehabilitation process.

A title search will be ordered by the staff to ensure that the home is in the applicant(s) name. A preliminary parcel search will be used to determine that there are no taxes owed against the property and should arrearages exist, Housing Services staff will meet with the homeowner to attempt to resolve the situation. The Administrative Assistant will preliminarily verify ownership by obtaining a copy of the deed or title and a tax valuation from the Gila County Assessor's Office. The participant shall provide the Housing Coordinator with verification of total loss coverage insurance on the home. Eligibility determination will not be made nor will the repairs/rehabilitation of the property be commenced until all information/verifications are received.

If the potential participant has a 504/ADA issue or is non-English speaking, staff provides the necessary assistance through the entire process.

The Housing Coordinator shall review and authorize each application prior to the project commencing.

Upon acceptance into program, certified staff will schedule an initial property inspection and will conduct a visual assessment to identify lead hazards and determine the Scope of Work. The homeowner is also informed that all contracts are strictly between the owner and contractor. The Housing Project Coordinator and/or Housing Rehabilitation Specialist will monitor the progress, inspect for proper performance and sign off along with the homeowner after both are satisfied with the completed project.

Copies of all forms that are pertinent to the project will be provided to each homeowner at their request.

### **WORK WRITE-UP**

Work Write-Up Forms are prepared by the Housing Project Coordinator and/or Rehabilitation Specialist who are experienced in construction and is required to keep abreast of the latest code requirements, construction methods and materials, and particularly, preservation of a designated historical building. It is important in our program to preserve the architectural features of a particular era. In a case where code and preservation conflict, the work shall be done to code, but every effort will be made to provide the "look" of a particular feature, structural or nonstructural. A change order will be prepared, if necessary, and it will bear approval from the homeowner,

Housing Project Coordinator and/or Rehabilitation Specialist, the Contractor and Housing Services Coordinator.

The Housing Project Coordinator and/or Rehabilitation Specialist are responsible for reviewing the accuracy of the work write-up and the homeowner will approve final work write-up. The work write-up will call for items that meet code as per the Rehabilitation Standards, but will specify brands, sizes, location, etc. The work write-up may be accompanied by a set of plans complete with construction details. The plans will identify all areas of the house and approximate dimensions, door and window location, etc. The work write-up can be specifically cross-referenced.

Only FHA approved improvements are eligible under this program. A Property Inspection Checklist is utilized to assist with ensuring homes meet State Rehabilitation Standards and are safe, sanitary, decent and energy efficient.

The Housing Project Coordinator, Rehabilitation Specialist and staff utilize a computerized specification writing program when preparing the specifications for each project. Sample building specifications are included as Attachment 4, which is a copy of the standardized rehabilitation specifications generated by the Respec 8 program when developing the work write-up for each project. Staff also has the ability to create additional specifications tailored to each project.

### **COST ESTIMATES**

The Housing Project Coordinator and/or Rehabilitation Specialist are responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under the work write-up, the Housing Project Coordinator and/or Rehabilitation Specialist must keep abreast of the economic conditions in our area with respect to the construction trades, including, but not limited to:

- a. Availability of qualified contractors with emphasis on disabled, women, and minority business enterprises;
- b. Availability/cost of materials;
- c. Present labor costs.
- d. Must have Building Pressure Institute (BPI) and Home Energy Rate Training (HERS) Course Certifications

The Housing Project Coordinator and/or Rehabilitation Specialist will prepare a cost estimate of each individual dwelling based on the technical specifications as determined in the work write-up. The cost estimate will include all costs for materials and labor, as well as, costs for overhead and profit. In order to stretch the rehabilitation dollars, the county and incorporated areas may waive permit fees on all projects.

### **MANDATORY WALK-THRU**

A mandatory Walk-Thru is held on each property prior to bidding. The Walk-Thru will be advertised via public notice at least 7 days in advance of the scheduled time and date of the walk-thru. This mandatory process enables contractors to visit the property to view the items listed on the bid package and assists in minimizing any misunderstandings with the staff, contractors and homeowners regarding work to be accomplished during the project.

Gila County will only utilize Contractors who have successfully completed a contractor eligibility package. This package includes verification of licensing, insurances, and that contractor is in good standing with the Arizona Registrar of Contractors and SAMS (Systems for Award Management). Any Contractor that does not complete the process, or has otherwise been deemed ineligible, will not be able to participate in the program.

## **PROCUREMENT**

It is standard procedure to advertise for rehabilitation bids in the locally distributed newspaper that is contracted by Gila County at the time. The Housing Services Department also keeps files on qualified contractors, who are notified by mail, telephone or by fax of any jobs that may be out to bid.

Bids will be solicited from only those contractors who have successfully completed Building Pressures Institute (BPI) training and are currently certified as such.

Every effort is made to obtain a minimum of three (3) bids for each house.

The Housing Coordinator shall retain the files on licensed, insured, bonded and otherwise qualified (not disbarred) contractors who are notified in writing of any bid invitation. Contractors will be encouraged to secure lead based hazard liability insurance as the Housing Services Program will grant preference to those with this type of insurance.

**Bid Award:** Bids are awarded by the Gila County Procurement Department and the homeowner, however, housing staff will recommend the award be made to the lowest qualified bidder. The Housing Project Coordinator reserves the right to reject any and/or all bids for reasons including but not limited to the following:

1. The Contractor is not licensed or has had his license suspended or has been disbarred from projects involving certain funding sources (i.e. HUD) the Contractor's status is researched online via the website: [www.sam.gov](http://www.sam.gov)
2. The Contractor is not able to proceed with the project in a timely manner due to other commitments.
3. The bid submitted is more than 15% below the Cost Estimate and, in the Housing Program Coordinator's judgment, the Contractor will not be able to complete the project as specified for the bid price.
4. The Contractor has failed to complete past projects in a timely or workman like manner or has failed to respond appropriately to request for warranty service.
5. The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
6. Bidding forms are improperly filled out or incomplete.
7. All bids submitted are more than 15% above the Cost Estimate.

**B. Owner Bid Rejection:** The Owner may reject any or all bids without cause subject to the following provisions:

1. he Owner may choose to reject the lowest qualified bid recommended by the Housing Program Coordinator and select a Contractor other than the lowest bidder if the Owner is willing to provide from his/her/their own funds and amount equal to the difference between the low bid and the selected bid.

2. The Owner may reject all bids at any time up to three working days after the contract is closed.

C. Delays in Awarding Contract: Generally the contract will be closed and work will begin within thirty days of the date of bid submission. If thirty days have passed since the submittal of bids and no contract has been signed, the Contractor has the option of:

1. Honoring the original bid.
2. Withdrawing his bid.

If the Contractor chooses to withdraw his bid, the project will be offered to the next qualified low bid or a new bid process will begin. The Housing Program Coordinator reserves the right, with the owner's concurrence, to negotiate any bid.

### **PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held with the Contractor, homeowner and Housing Staff to review the scope of work, and other necessary documents prior to start of the construction on the project.

### **AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS**

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the housing rehabilitation program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

### **PROPERTY INSPECTIONS**

Property inspections will be performed by a qualified BPI Building Analyst to ensure all work complies with the applicable building codes, as well as, for adherence to Department of Energy Weatherization standards.

In addition, Housing Program Coordinator and Housing Rehab Specialist will conduct frequent inspections to monitor progress, identify problems that may occur, initiate change orders that may arise, ensure compliance with State Rehabilitation Standards requirements and non-code items. Staff is certified in the State Rehabilitation Standards inspections, energy audits and in general code requirements. The Housing Program Coordinator is a certified BPI Quality Control Inspector. Each property will be inspected by him/her after construction is completed. Training in these areas is provided with Gila County and/or grant funds.

### **CHANGE ORDERS**

A Change Order may be requested by the contractor due to circumstances which were unforeseen and not included in the original Work Write-Up. An example would be a safety or code violation that could not be determined until the actual work began. The homeowner must be informed of Change Orders and agree to these changes in writing. The contractor must have written approval from the Housing Project Coordinator and Director before undertaking any Change Order work, for any reason. Change Orders must be processed through to the Gila County Procurement Office and documented in the client file. If the Change Order is costly the project scope of work may be adjusted as not to exceed the projects budget. ADOH will be notified of all change orders accepted on each project. Multiple requests for change orders can and will result in audit findings.

## **SCHEDULE OF CONTRACTOR PAYMENT**

Contractor payments are structured so that the contractor may request to submit an invoice for approximately thirty three percent (33%) of the total bid amount at commencement of the job, a second draw, not to exceed thirty three percent (33%) of the remaining balance, may be requested when at least fifty percent (50%) of the construction is complete and the final draw is submitted once the rehabilitation has been performed to the satisfaction of the contract terms, homeowner, and final inspection by the Housing Project Coordinator, and/or Housing Rehabilitation Specialist.

Upon completion, Housing Program Coordinator and/or Housing Rehab Specialist will inspect each completed home, along with the homeowner. The homeowner will approve and sign off that all work has been completed, as well an acknowledgement that they have received all necessary warranty information.

## **WARRANTIES**

All contractors are required to provide a two-year warranty on workmanship as set forth by the Arizona Registrar of Contractors. The homeowner is responsible to contact the contractor for any warranty-related problems. If the homeowner does not feel the contractor has lived up to warrantee obligations, they may contact Housing Services staff to assist in resolution. If no resolution is available or it is not to homeowner's satisfaction, homeowner may appeal to the Arizona Registrar of Contractors.

The homeowner must sign the Warranty Documentation Notice to verify receipt of the documents. The Administrative Assistant will also maintain copies of warranties in the client file.

## **REPORTING, CASEMANAGEMENT AND TRACKING**

The Housing Coordinator and Fiscal Manager are responsible for reporting procedures. The Weatherization Technician and the Administrative Assistant are responsible for maintenance of all case files, and the Housing Services Program staff maintains a real time progress chart detailing the progress on each dwelling under construction. The Housing Rehabilitation Specialist and Administrative Assistant prepare monthly progress reports to the Director and the Fiscal Manager. The Fiscal Manager is responsible for all financial and performance reports to the Arizona Department of Housing including, but not limited to family and contractor profiles (minority, handicapped, ethnicity, etc.). The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

## **HOMEOWNER COUNSELING**

Each homeowner will be educated on the following subjects, before, during and after rehab:

- Energy Efficiency measures which can be adopted in their home to increase their comfort and increase their awareness of energy usage
- Must participate in a budget counseling session/class to help them understand the importance of developing a budget, including understanding utility consumption, maintaining a budget to prevent future financial emergencies, etc.
- Contractors provide detailed education on the proper use, maintenance and warranties of appliances/systems installed in their homes
- Homeowner responsibility to keep their property clean, safe, and sanitary, before, during and after rehab.

After construction is completed Housing Services staff will provide applications for local utility discount programs, as well as, other topics necessary to enhance homeowner's understanding of their role in the community.

### **ENERGY EFFICIENCY GUIDELINES**

All owner-occupied family housing rehabilitation projects are required to incorporate The Arizona Governor's Office of Energy Policy, Weatherization Standards. All new construction is to achieve a Home Energy Rating System (HERS) index beyond the baseline of 85. Final HERS index must be submitted prior to receipt of the final draw. The projected, pre-construction HERS index must be submitted to the ADOH once the construction drawings have been completed and the final HERS index must be submitted prior to the receipt of the final draw. All of the above assessments and weatherization work are to be overseen by Building Performance Institute, Inc. (BPI) certified weatherization professionals.

### **GREEN TECHNOLOGY**

All projects will be evaluated for the use of alternative energy sources. These may include solar energy, tank-less water heaters and water harvesting and reuse. The Arizona Department of Housing's minimum energy efficiency requirements will be used as a guide for green technology.

### **REHABILITATION ASSESSED VALUE**

During the HOME and/or CDBG eligibility determination phase Housing Coordinator will determine the "After Rehab Value" by conducting an online study using property value sources such as *Zillow*, *Home Snap* and *Trulia*. The value will be determined by researching comparables for homes using one of the above named sources, or by using all 3 online resources. Gila County staff will obtain at least 3 comparables for each home to determine its value. The results will be printed out and retained in the beneficiary file along with the "Rehab Value" form.

Effective August 23, 2013 HUD has established the HOME Maximum After-Rehab Value Limits for owner occupied housing rehabilitation. These limits will remain in effect until HUD issues new limits.

The HOME value limit for existing housing to be used for owner occupied housing rehabilitation is 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data and other nation-wide data on the sales of existing housing. For further information regarding HUD's policy change and methodology please visit: <https://www.onecpd.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

The rehabilitation assistance will not exceed maximum per state unit investment amounts for Gila County.

### **GRIEVANCE/PROTEST PROCEDURE**

#### **Client Grievance Procedure:**

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Housing Rehabilitation Program.

- All participants will be provided a copy of the procedure and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Coordinator. Complaints shall be brought to the attention of the Housing Coordinator within 10 days after the client becomes aware of the problem.
- The Housing Services Assistant will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Coordinator, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Community Services Housing Services Department.

**Contractor Grievance Procedure:**

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Housing Coordinator will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor,

homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

**CONFLICT OF INTEREST**

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division - Housing Services Department who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

**Affidavit of Publication**

**State of Arizona  
County of Gila**

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described \_\_\_legal, or \_\_ advertising was duly published.

**DISPLAY AD  
3X6  
CDBG FUNDS ARE AVAILABLE**

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the \_\_\_\_ Arizona Silver Belt newspaper, and/or the \_\_\_ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

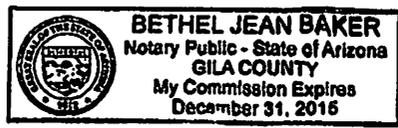
**January 14, 2015**

*Marc Marin*  
\_\_\_\_\_  
(s) By: Marc Marin  
Publisher

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me January 14, 2015, by Marc Marin.

*Bethel Jean Baker*  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
December 31, 2015

## **CDBG Funds Are Available To Primarily Help Low and Moderate Income Persons**

Gila County is expected to receive approximately \$120,000 in FY 2015 Federal CDBG funds from the Arizona Department of Housing Regional Account (RA). Gila County also intends to apply for \$330,000 in FY 2015 CDBG funds from the State Special Projects (SSP) account. CDBG Funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. A public hearing will be held at the time and date at the location below to gather citizen input on the use of CDBG funds.

These are examples of activities for which Gila County can use Federal Community Development Block Grant (CDBG) funds (approx. \$120,000.00) and State Special Project Funds (\$330,000.00 max) if the project primarily benefits low- and moderate-income persons, reduces slums or blight or meets an urgent need, and health hazard.

- 1) Public Infrastructure (e.g. water, wastewater, street improvements);
- 2) Community Facilities (e.g. parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g. owner occupied or multi-family rehab, new housing constructed by non-profit);
- 4) Public Services (e.g. purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program);
- 5) Economic Development (e.g. a loan to a business for job creation, acquisition of land for an existing business expansion).

Please come to the public hearings listed below to discuss community needs and possible projects:

Dates: January 30, 2015

February 2, 2015

Times: 5:30 p.m.

5:00 p.m.

Locations: Gila County Complex  
Conference Room #200  
5515 S. Apache Ave.  
Globe, AZ 85501

Gila County Board of Supervisors  
Small Conference Room  
610 E. Hwy 260  
Payson, AZ 85541

For more information regarding the meeting and for information about how Gila County can help you if you have an idea for a possible project, please contact Malissa Buzan at 928-425-7631, ext. 8698.

**REQUIRED:** If you have a disability and require a reasonable accommodation such as a sign interpreter, please call TDD (928) 425-0839 as soon as possible.

**Affidavit of Publication**

**State of Arizona  
County of Gila**

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described \_\_\_ legal, or \_\_\_ advertising was duly published.

**3x6 DISPLAY AD  
PUBLIC HEARING REGARDING USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS**

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the \_\_\_ Arizona Silver Belt newspaper, and/or the \_\_\_ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

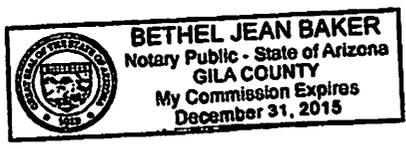
**January 21, 2015**

  
\_\_\_\_\_  
(s) By: Marc Marin  
Publisher

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me January 21, 2015, by Marc Marin.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
December 31, 2015

# Gila County

## Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

Gila County is expected to receive approximately \$113,000 in FY 2015 Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional Account (RA). Gila County also intends to apply for \$330,000 in FY 2014 CDBG Funds from the State Special Projects (SSP) account. CDBG funds must be used to benefit low income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives one potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Gila County Board of Supervisors Meeting 10:00a.m. at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona on February 17, 2015 to discuss the potential projects. It is expected that the Gila County Board of Supervisors will select the final project(s) at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. Owner Occupied Housing Rehabilitation – we propose to provide housing rehabilitation for approximately 8 or more units to low income homeowners in Gila County.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

**Name, Title:** Malissa Buzan, Director  
**Organization:** Gila County Community Services  
**Address:** 5515 S. Apache Avenue, Suite 200  
**City, State, Zip:** Globe, Arizona 85501  
**Telephone:** 928-425-7631  
**Fax:** 928-425-9468  
**TTY:** 7-1-1

Persons with disabilities who require special accommodations may contact the organizer at the above location at least 48 hours before the hearing.



Applicant: Gila County

CDBG Contract No.(if known): \_\_\_\_\_  RA for FFY 2015  SSP for FFY \_\_\_\_\_

**CDBG DISCLOSURE REPORT  
FEDERAL FISCAL YEAR  
10/1/2013- 9/30/2014**

**This form must be completed and submitted with each application for CDBG funds.**

---

**PART I - APPLICANT INFORMATION**

---

1. Applicant, Complete Address with 9-digit zip code, Phone Number:

Gila County Community Services Division

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501-4430 Telephone: 928-425-7631

---

2. Federal Employer Identification Number: 86-60000444

---

3. Indicate whether this is:  Initial Report  Update Report # \_\_\_\_\_

---

4. Amount of this CDBG Grant Applied for: \$113,169.00

---

**PART II - THRESHOLD DETERMINATION**

---

1. Is the amount listed in 4(above) more than \$500,000?  Yes  No

---

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000?  Yes  No

---

**PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR**

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
Arizona Dep't. of Housing	HOME	OOHR	275,000.00
1110 W. Washington St. Suite #310	CDBG SSP	OOHR	330,000.00
Phoenix, AZ 85007			\$
			\$
AZCAA	DOE, LIHEAP	Weatheriza tion	\$99,692.00
2700 North 3 <sup>rd</sup> Street, Suite 3040	SWG/APS	Weatheriza tion	\$7,150.00
Phoenix, AZ 85004	URRD		58,501.00
	APS WAP	Weatheriza tion	\$ 106,429.00
			\$
			\$

**PART IV - INTERESTED PARTIES**

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %



## DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit the Disclosure Report either with the application or after receipt of the CDBG award letter. *Note that no contract will be issued until the CDBG Program receives a completed Disclosure Report.*

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### PART I - GRANTEE INFORMATION

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Complete information requested.

Updated reports are required if:

- Information was omitted from the initial report;
- Additional interested parties are identified (unless such are identified through other documents such as those relating to the procurement process);
- A person or entity's pecuniary interest has increased;
- Government assistance has increased by \$250,000 or 10% (whichever is lower);
- There is a change in the source and/or use of funds that exceeds the amount of all previously disclosed sources and/or uses of funds by \$250,000 or 10% (whichever is lower).

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### PART II - THRESHOLD DETERMINATION

---

Complete information requested.

---

### PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

---

Complete information requested.

---

### PART IV - INTERESTED PARTIES

---

Interested parties are those persons and entities with a reportable pecuniary interest in the project. A *pecuniary interest means any financial involvement* in the project, including such situations in which a person or entity:

- Has an equity interest in the project,
- Shares in any profit or resale;
- Shares in any distribution of cash surplus or other assets of the project;
- Receives compensation for any goods or services provided in connection with the project. (Exception: if compensated as a result of a competitive procurement process.)

(The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

If an entity is disclosed, the information provided in Part IV must include the identification of each officer, director, principal stockholder or other official of the entity.

Applicants/grantees may not be aware of all interested parties when completing this report. If, as the project is implemented, the grantee becomes aware of other interested parties, it should submit an updated Disclosure Report.

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### **PART V - EXPECTED SOURCES AND USES OF FUNDS**

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Note that this section must include all other assistance identified in Part III as well as the CDBG funds.

Describe the "Uses of Funds" in general terms - do not provide line item budget information.

---

### **PART VI - CERTIFICATION**

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Have Chief Elected Official sign and date form.

Original must be included with application.

## APPENDIX A

The following HUD programs are considered "covered assistance" for purposes of the Disclosure Report. All applicants for CDBG funds must review this list to determine if they are receiving or can reasonably expect to receive assistance from any of these covered sources in determining whether they reach the threshold (Part II). Applicants must consider: a) ALL CDBG funds for which they will apply, both RA and all SSPs; b) ALL other "covered assistance" whether received directly from HUD or through the State, e.g., ADOH or DES.

**NOTE: This list does NOT include the HOME program.**

1. Section 312 Rehab Loans under 24 CFR Part 510 except loans for single-family properties
2. Rental Rehabilitation Grant Programs
3. Specific projects or activities under Title I of the Housing and Community Development Act of 1974 to:
  - a) HUD for a Special Purpose Grant
  - b) HUD for a loan under 24 CFR Part 470, Subpart M
  - c) HUD for a grant to an Indian tribe under Title I
  - d) HUD for a grant under the HUD administered Small Cities program; and
  - e) a state or unit of general local government for CDBG
4. Emergency Shelter Grants (specific project or activity), under 24 CFR part 576
5. Transitional Housing under 24 CFR part 577
6. Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578
7. Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehab Programs under 24 CFR part 88 but including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H)
8. Section 9 Housing Assistance Payments for Housing for the elderly or handicapped under 24 CFR part 855
9. Loans for Housing for the Elderly or Handicapped including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968
10. Section 8 Housing Assistance Payments, Special Allocations under 24 CFR part 886
11. Flexible Subsidy under 25 CFR part 219, both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C
12. Low Rent Housing Opportunities under 24 CFR part 904
13. Indian Housing under 24 CFR part 905
14. Public Housing Development under 24 CFR art 942
15. Comprehensive Improvement Assistance under 24 CFR part 968
16. Resident Management under 24 CFR part 964, Subpart C
17. Neighborhood Development Demonstration under Section 123 of the Housing and Urban Rural Recovery Act of 1983

18. Nehemiah Grants under 24 CFR part 280
19. Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970
20. Congregate Services under the Congregate Housing Services Act of 1978
21. Counseling Under Section 106 of the Housing and Urban Development Act of 1968
22. Fair Housing Initiatives under 24 CFR part 125
23. Public Housing Drug Elimination Grants under Section 5129 of the Anti Drug Abuse Act of 1988
24. Fair Housing Assistance under 24 CFR part 111
25. Public Housing Early Childhood Development Grants under Section 222 of the Housing and urban Rural Recovery Act of 1983
26. Mortgage Insurance under 24 CFR Subtitle B, chapter II (only multifamily and non residential)
27. Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 57928. Shelter Plus Care Assistance under Section 837 of the Cranston Gonzales National Affordable Housing Act
29. Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A of the Cranston-Gonzales National Affordable Housing Act
30. Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B of the Cranston-Gonzales National Affordable Housing Act
31. HOPE for Elderly Independence Demonstration under section 803 of the Cranston-Gonzales National Affordable Housing Act.

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Sheila's Creekside Steakhouse and Tavern Liquor License Applications -- Gila County Order Nos. LL-15-03 and LL-15-04.

Background Information

Sheila Lynn Marcum has submitted two applications to the Arizona Department of Liquor Licenses and Control (DLLC) for Sheila's Creekside Steakhouse & Tavern in Payson. The first application is for a person transfer of a Series 7 beer and wine liquor license with an interim permit to operate, and the second application is for a new Series 12 restaurant license with an interim permit to operate.

The purpose of a Series 7 beer and wine bar license is defined as follows: "Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises."

The purpose of a Series 12 restaurant license is defined as follows: "Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement shall result in revocation of the license. 4-213(C)"

Part of the statutory process is once the DLLC accepts and processes the license applications, they are sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the applications, a recommendation is then issued by the local governing body, which in Gila County it is the Board of Supervisors (Board), to the DLLC to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding these applications. To date, the Clerk of the Board's Department has not received any objections to these applications.

### Evaluation

These applications have been forwarded to the Gila County Clerk of the Board of Supervisors Department for submission to the Board. An internal review has been conducted by the Gila County Building Permit Department, the Treasurer's Office, and the Health Department.

Building Permit Department staff visited the establishment and noted that the building is in compliance with zoning and building clearances. Treasurer's Office staff has submitted documentation indicating that there are no tax issues with this property. Health Department staff visited the establishment and determined there are no issues with regard to Health Department permits.

### Conclusion

These applications have been reviewed by several County departments with no objections and no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to these applications before the Board takes an action to issue a recommendation to the DLLC.

### Recommendation

The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC if there are no objections received during the public hearing.

### Suggested Motion

Information/Discussion/Action to approve two liquor license applications submitted by Sheila Lynn Marcum for Sheila's Creekside Steakhouse and Tavern located in Payson, as follows: 1) Order No. LL-15-03 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-15-04 for a new Series 12 restaurant license with an interim permit to operate. **(Marian Sheppard)**

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### Attachments

Series No. 7 Beer & Wine Liquor License Application

Series No. 12 Restaurant Liquor License Application

Sheriff's Office Affidavits of Posting

Interoffice Memos (3)

Local Governing Body Recommendations

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Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007  
 www.azliquor.gov  
 (602) 542-5141

LL-15-03

15 JUL 21 11:49 AM PM1258

7/27/15

**Application for Liquor License**  
 Type or Print with **Black Ink**

**SECTION 1** This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)  
(Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
(Complete Sections 2, 3, 4, 9, 13, 14, 16)  
(Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

**SECTION 2** Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
- Individual (Complete Section 6)
- Partnership (Complete Section 6)
- Corporation (Complete Section 7)
- Limited Liability Co (Complete Section 7)
- Club (Complete Section 8)
- Government (Complete Section 10)
- Trust (Complete Section 6)
- Tribe (Complete Section 6)
- Other (Explain) \_\_\_\_\_

**SECTION 3** Type of license

LICENSE # 07040041

1. Type of License: Series 7

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: Moraum Sheila Lyan  
Last First Middle P1074263
2. Owner Name: Prevailing Concepts LLC  
(Ownership name for type of ownership checked on section 2) B1054820
3. Business Name: Sheila's Creekside Steakhouse and Tavern  
(Exactly as it appears on the exterior of premises) B1004094
4. Business Location Address: 1520 E Christopher Creek Loop Payson Az 85541 Gila  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 1520 E. Christopher Creek Ln Payson Az 85541  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: (928) 428-4557 Daytime Contact Phone: 928 951 2067
7. Email Address: CreeksideSteak@gmail.com
8. Is the Business located within the incorporated limits of the above city or town?  Yes  No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  Yes  No  
 If Yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store ( license only) \$ 10

Fees: <u>100.00</u> Application		<u>100.00</u> Interim Permit		<b>Department Use Only</b>		\$ <u>200.00</u>	
				Site Inspection		Finger Prints	
						<b>Total of All Fees</b>	
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Accepted by: <u>SG</u>		Date: <u>7/27/15</u>		License # <u>07040041</u>			

**SECTION 5 Interim Permit**

15 JUL 21 11:47 AM 1258

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

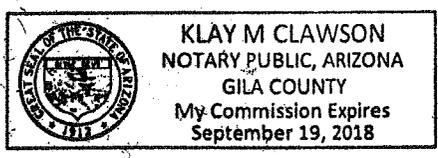
1. Enter license number currently at the location: 07040041

2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_  
 (If over six (6) months, attach a letter requesting Interim Permit)

Attach a copy of the license currently issued at this location to this application.

I, Michael Richard Jelinek declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING  
 (Print Full Name) PERSON on the stated license and location.

X [Signature]  
 (Signature)



State Az County of Gila  
 The foregoing instrument was acknowledged before me this

13 day of July, 2015  
 Day Month Year

My Commission Expires on: 9/19/18  
 Date

[Signature]  
 (Signature of Notary Public)

**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business?  Yes  No  
 If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

**Partnership**

Name of Partnership: \_\_\_\_\_

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 07040041

Issue Date: 2/23/2015

Expiration Date: 6/30/2016

Issued To:

MICHAEL RICHARD JELINEK, Agent  
WICKENBURG OIL COMPANY INC, Owner

Beer & Wine Bar

Mailing Address:

MICHAEL RICHARD JELINEK  
WICKENBURG OIL COMPANY INC  
CREEKSIDE STEAKHOUSE & TAVERN  
1101 E CHRISTOPHER CREEK LOOP  
PAYSON, AZ 85541

Location:

CREEKSIDE STEAKHOUSE & TAVERN  
1520 E CHRISTOPHER CREEK LOOP  
PAYSON, AZ 85541

EXP 6/30/2016



POST THIS LICENSE IN A CONSPICUOUS PLACE

**SECTION 6 - continued**

**TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ L.L.C.: Prevailing Concepts LLC
- Date Incorporated/Organized: July 14, 2015 State where Incorporated/Organized: AZ
- AZ Corporation or AZ L.L.C File No: L20187924 Date authorized to do Business in AZ: 7/16/15
- Is Corp/L.L.C. Non Profit?  Yes  No
- List Directors, Officers, Members in Corporation/L.L.C: \_\_\_\_\_

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Marcum	Sheila	Lynn	Member	294 Cienga Payson	Az	85541	
Hoffman	Michael	Ross	Member	1193 W. Staudage	Payson	Az	85541

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code
Marcum	Sheila	Lynn.	50%	294 Cienga Payson	Az	85541	
Hoffman	Michael	Ross	50%	1193 W. Staudage	Payson	Az	85541

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.



**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: Jelivek Michael Richard Entity: Agent  
Last First Middle (Individual, Agent, Etc)
2. Ownership Name: Wickenburg Oil Company, Inc.  
(Exactly as it appears on license)
3. Business Name: Creekside Steakhouse and Tavern  
(Exactly as it appears on license)
4. Business Location Address: 1520 E Christopher Creek Loop Payson, Arizona 85541  
Street City State Zip
5. License Type: Series 7 License Number: 07040041
6. Current Mailing Address: 1101 E Christopher Creek Loop Payson, Arizona 85541  
Street City State Zip
7. Have all creditors, lien holders, interest holders, etc. been notified?  Yes  No
8. Does the applicant intend to operate the business while this application is pending?  Yes  No
- If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) Michael Richard Jelivek hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) Michael Richard Jelivek, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

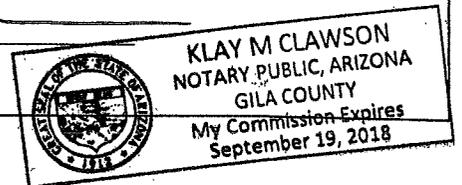
X [Signature]  
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of Az County of Gila  
State County

The foregoing instrument was acknowledged before me this 13 day of July, 2015.  
Day Month Year

My commission expires on 9/19/18 [Signature]  
Day/ Month/Year Signature of NOTARY PUBLIC



**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: 23 miles  
(if less than one (1) mile note footage)

Address: 902 W. Main Street, Payson, AZ 85541  
Name of School: Payson Rim Country Middle School

2. Distance to nearest Church: 1 mile  
(if less than one (1) mile note footage)

Address: 3 Apple Ln, Payson, AZ 85541  
Name of Church: Church of Latter Day Saints

**SECTION 14 Business Financials**

1. I am the:  Lessee  Sub-lessee  Owner  Purchaser  Management Company

2. If the premise is leased give lessors:

Name: 8th deal LLC  
Address: 1948 N. Hamilton Chandler AZ 85225  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 3500

4. What is the remaining length of the lease? 1 yrs 2 months

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other: Pay remainder  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0  
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

Restaurant Tavern

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year?  Yes  No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  Yes  No

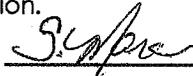
10. Is the premises currently license with a liquor license?  Yes  No

If yes, give license number and licensee's name:

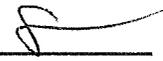
License #: 07040041 Individual Owner /Agent Name: Wickenburg Oil Co Inc   
(Exactly as it appears on license)  
Michael Richard Helm

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this  Restaurant  Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

  
 \_\_\_\_\_  
 (Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

  
 \_\_\_\_\_  
 (Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

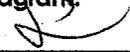
- Entrances/Exits       Liquor storage areas      **Patio:**       Contiguous
- Service windows       Drive-in windows       Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
 If yes, what is your estimated completion date? \_\_\_\_\_

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

**As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

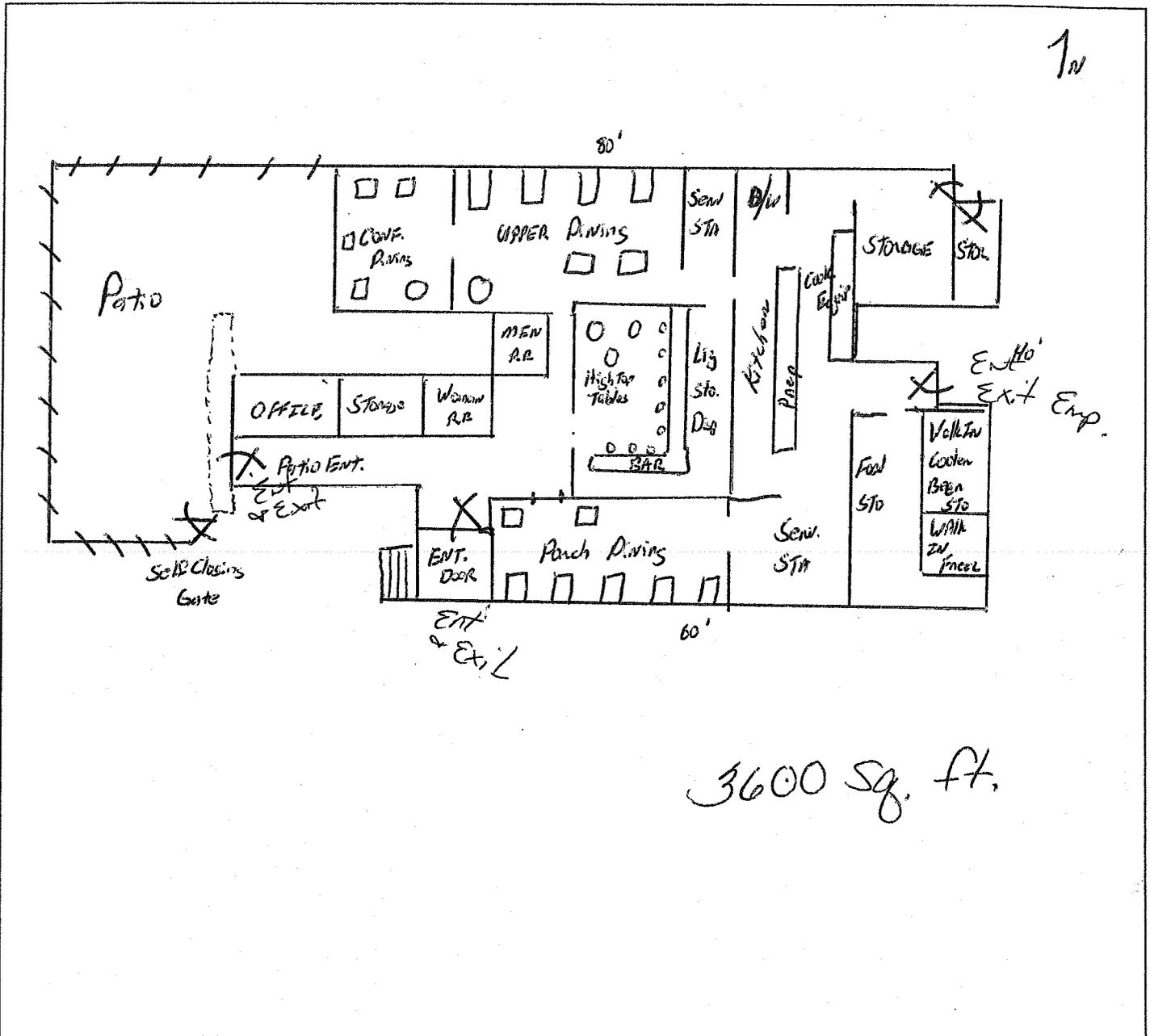
  
 \_\_\_\_\_  
 (Applicant's Initials)

SECTION 16 Diagram of Premises - continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



**SECTION 17 SIGNATURE BLOCK**

Sharon hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.  
(Print Full Name)

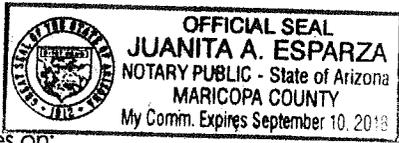
I have read this application and verify all statements to be true, correct and complete.

x S. Marc  
(Signature)

State of Arizona County of MARICOPA

The foregoing instrument was acknowledged before me this

20 of JULY 2015  
Day Month Year



My commission expires on: \_\_\_\_\_

Juanita A. Esparza  
Signature of NOTARY PUBLIC

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007  
 www.azliquor.gov  
 (602) 542-5141

LL-15-04  
 7/27/15

JUL 21 10:41 AM '15

**Application for Liquor License**  
 Type or Print with Black Ink

**SECTION 1** This application is for a:

- Interim Permit (Complete Section 5)
- New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- Location Transfer (Bars and Liquor Stores Only)  
 (Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
 (Complete Sections 2, 3, 4, 9, 13, 14, 16)  
 (Fee not required)
- Government (Complete Sections 2, 3, 4, 10, 13, 16)
- Seasonal

**SECTION 2** Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
- Individual (Complete Section 6)
- Partnership (Complete Section 6)
- Corporation (Complete Section 7)
- Limited Liability Co (Complete Section 7)
- Club (Complete Section 8)
- Government (Complete Section 10)
- Trust (Complete Section 6)
- Tribe (Complete Section 6)
- Other (Explain) \_\_\_\_\_

**SECTION 3** Type of license

1. Type of License: Series 12

LICENSE # ~~12043094~~ 12043094

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: Marcum Sheila Lynn  
Last First Middle

2. Owner Name: Prevailing Concepts LLC  
(Ownership name for type of ownership checked on section 2)

3. Business Name: Sheila's Creekside Steakhouse and Tavern 01004094  
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 1520 E. Christopher Creek Loop Payson AZ 85541 Gila  
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 1520 E. Christopher Creek Loop Payson AZ 85541 Gila  
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: (928) 478-4557 Daytime Contact Phone: 928 951 2067

7. Email Address: CreeksideSteak@gmail.com

8. Is the Business located within the incorporated limits of the above city or town?  Yes  No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?  Yes  No  
 If Yes, what City, Town or Tribal Reservation is this Business located in: \_\_\_\_\_

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ 10-

<b>Department Use Only</b>				
Fees: <u>100</u>	<u>100</u>	<u>50</u>	<u>44 + 26</u>	\$ <u>320</u>
<small>Application</small>	<small>Interim Permit</small>	<small>Site Inspection</small>	<small>Finger Prints</small>	<small>Total of All Fees</small>
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>M.S.</u>		Date: <u>07/21/2015</u>		License # <u>12043094</u>

**SECTION 5 Interim Permit**

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

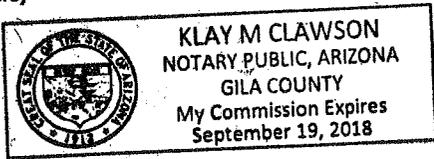
1. Enter license number currently at the location: 12043091

2. Is the license currently in use?  Yes  No If no, how long has it been out of use? \_\_\_\_\_  
 (If over six (6) months, attach a letter requesting Interim Permit)

Attach a copy of the license currently issued at this location to this application.

I, Michael Richard Jelonek declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING  
 (Print Full Name) PERSON on the stated license and location.

X [Signature]  
 (Signature)



State Az County of Gila  
 The foregoing instrument was acknowledged before me this

13 day of July, 2015  
 Day Month Year

My Commission Expires on: 9/19/18  
 Date

[Signature]  
 (Signature of Notary Public)

**SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

**Individual**

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business?  Yes  No  
 If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

**Partnership**

Name of Partnership: \_\_\_\_\_

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							

**J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)**

Name of J.T.W.R.O.S: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

15 JUL 21 09 AM 1 56

STATE OF ARIZONA  
DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 12043091

Issue Date: 2/23/2015

Expiration Date: 6/30/2016

Issued To:

MICHAEL RICHARD JELINEK, Agent  
WICKENBURG OIL COMPANY INC, Owner

Restaurant

Mailing Address:

MICHAEL RICHARD JELINEK  
WICKENBURG OIL COMPANY INC  
CREEKSIDE STEAKHOUSE & TAVERN  
1101 E CHRISTOPHER CREEK LOOP  
PAYSON, AZ 85541

Location:

CREEKSIDE STEAKHOUSE & TAVERN  
1520 E CHRISTOPHER CREEK LOOP  
PAYSON, AZ 85541



EXP 6/30/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

**SECTION 6 - continued**

**TRUST**

Name of Trust: \_\_\_\_\_

Last	First	Middle	Mailing Address	City	State	Zip Code

**TRIBE**

Name of Tribal Ownership: \_\_\_\_\_

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code

**SECTION 7 Corporations/ Limited Liability Co**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ L.L.C.: Prevailing Concepts LLC
- Date Incorporated/Organized: July 14<sup>th</sup> 2015 State where Incorporated/Organized: AZ
- AZ Corporation or AZ L.L.C File No: 20187924 Date authorized to do Business in AZ: 7/16/15
- Is Corp/L.L.C. Non Profit?  Yes  No
- List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Marcum	Sheila	Lynn	Member	294 Cienga Payson	AZ	85541	
Hoffman	Michael	Ross	member	1193 W. Standage Payson	AZ	85541	

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Marcum	Sheila	Lynn	50%	294 Cienga Payson	AZ	85541	
Hoffman	Michael	Ross	50%	1193 W. Standage Payson	AZ	85541	

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

**SECTION 8 Club Applicants**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_

2. Is Club non-profit?  Yes  No

3. List all controlling members (minimum of four (4) required)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

**ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.**

**SECTION 10 Government (for cities, towns, or counties only)**

1. Government Entity: \_\_\_\_\_

2. Person/Designee: \_\_\_\_\_  
First Last Middle ( ) Day time Contact Phone #

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)**

1. Current Business: Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Exactly as it appears on license)

2. New Business: Name: \_\_\_\_\_

Address: \_\_\_\_\_

3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

**SECTION 12 Person to Person Transfer**

**Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)**

1. Individual Owner / Agent Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: \_\_\_\_\_  
(Exactly as it appears on license)

3. Business Name: \_\_\_\_\_  
(Exactly as it appears on license)

4. Business Location Address: \_\_\_\_\_  
Street City State Zip

5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_

6. Current Mailing Address: \_\_\_\_\_  
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified?  Yes  No

8. Does the applicant intend to operate the business while this application is pending?  Yes  No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) \_\_\_\_\_ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) \_\_\_\_\_, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of \_\_\_\_\_ County of \_\_\_\_\_  
State County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

My commission expires on \_\_\_\_\_  
Day/ Month/Year Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B) (5))

1. Distance to nearest School: 23 miles  
(if less than one (1) mile note footage)

Address: 902 W Main Street Payson AZ 85541  
Name of School: Payson Unified School District

2. Distance to nearest Church: 1 mile  
(if less than one (1) mile note footage)

Address: Christopher Creek Loop Payson AZ 85541  
Name of Church: Church of Latter Day Saints

**SECTION 14 Business Financials**

1. I am the:  Lessee  Sub-lessee  Owner  Purchaser  Management Company

2. If the premise is leased give lessors: Name: 8th Deal LLC  
Address: 1948 N Hamilton Charles Az 85505  
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 3500.00

4. What is the remaining length of the lease? 1 yrs 0 months

5. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or other: Pay remainder  
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0  
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?  
Restaurant & Tavern

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year?  Yes  No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  Yes  No

10. Is the premises currently license with a liquor license?  Yes  No

If yes, give license number and licensee's name:

License #: 12043091 Individual Owner /Agent Name: Wickentburg Oil Co Inc  
(Exactly as it appears on license)  
Michael Richard Agent

**SECTION 15 Restaurant or hotel/motel license applicants**

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location?  Yes  No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H) (2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this  Restaurant  Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

  
 \_\_\_\_\_  
 (Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

  
 \_\_\_\_\_  
 (Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

- Entrances/Exits
- Liquor storage areas
- Patio:**  Contiguous
- Service windows
- Drive-in windows
- Non Contiguous

- 1. Is your licensed premises currently closed due to construction, renovation or redesign?  Yes  No  
 If yes, what is your estimated completion date? \_\_\_\_\_  
 Month/Day/Year
- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
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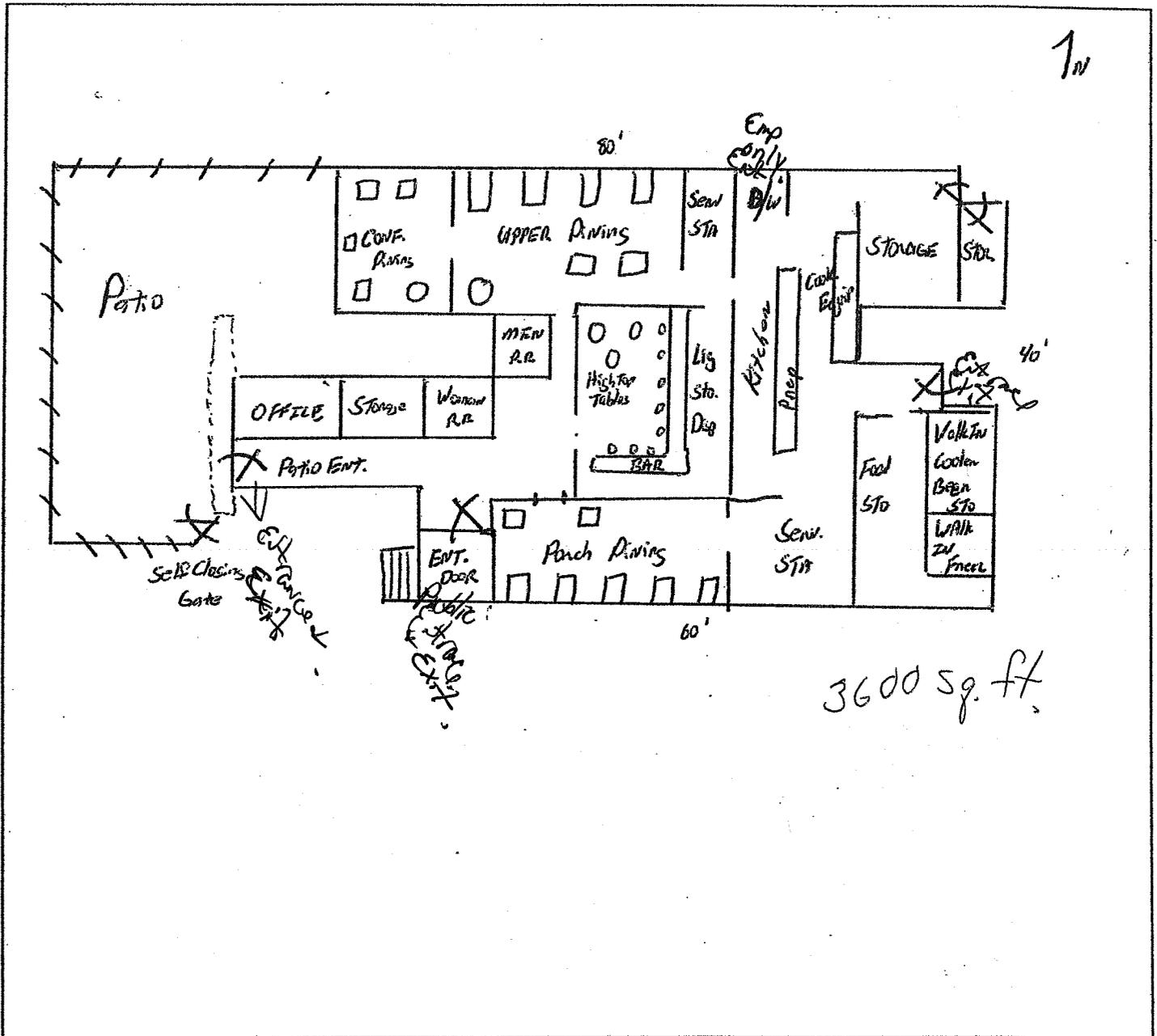
  
 \_\_\_\_\_  
 (Applicant's Initials)

**SECTION 16** Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**



**SECTION 17 SIGNATURE BLOCK**

Sheila Lynn Maclean, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.  
(Print Full Name)

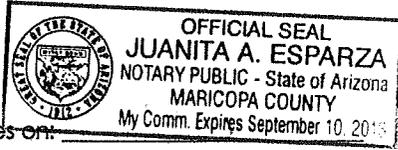
I have read this application and verify all statements to be true, correct and complete.

x S. Maclean  
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

20 of JULY, 2015  
Day Month Year



My commission expires on:

[Signature]  
Signature of NOTARY PUBLIC

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

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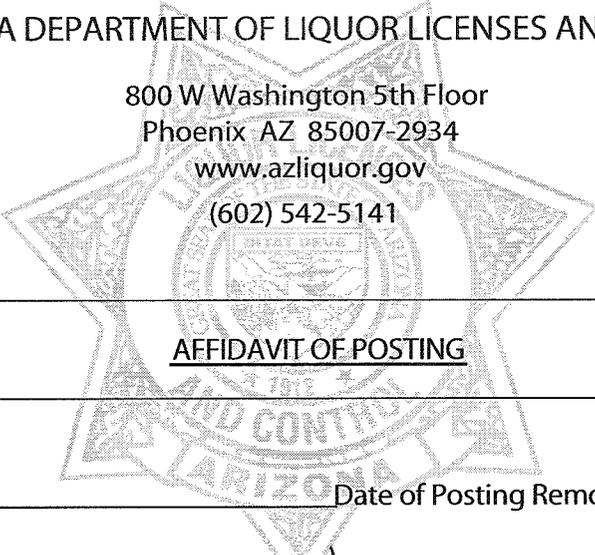
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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

LL-15-03

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 7-28-15 Date of Posting Removal: 8-18-15

Applicant Name: Marcum Sheila Lynn  
Last First Middle

Business Address: 1520 E. Christopher Creek Loop, Payson, AZ 85541  
Street City Zip

License #: 07040041

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez Deputy Sheriff (928) 701-1550  
Print Name of City/County Official Title Telephone #

Gilbert Olivarez 8-19-15  
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

LL-15-04

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141



AFFIDAVIT OF POSTING

Date of Posting: 7-28-15 Date of Posting Removal: 8-18-15

Applicant Name: Marcum Sheila Lynn  
Last First Middle

Business Address: 1520 E. Christopher Creek Loop Payson, AZ 85541  
Street City Zip

License #: 12043094

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez Deputy Sheriff (928) 701-1550  
Print Name of City/County Official Title Telephone #

[Signature] 8-19-15  
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027



## INTEROFFICE MEMORANDUM

**DATE:** July 27, 2015

**TO:** Michael O'Driscoll  
Health and Emergency Services Division Director

**FROM:** Marian Sheppard, Clerk of the Board *MS*

**SUBJECT:** Liquor License Applications for:  
Sheila's Creekside Steakhouse and Tavern – Series No. 7 and Series No. 12

A public hearing will be held by the Board of Supervisors on September 1, 2015 at 10:00 a.m. at which time the Board will obtain public comments on the attached liquor license applications; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, by *no later* than August 24, 2015.

Indicate whether the applicant has any pending issues with regard to your department, such as health permits, etc.

NO ISSUES.

Signed: \_\_\_\_\_

*Michael O'Driscoll* 7/28/15



## INTEROFFICE MEMORANDUM

**DATE:** July 27, 2015  
**TO:** Debi Savage, Treasurer  
**FROM:** Marian Sheppard, Clerk of the Board *MS*

**SUBJECT:** Liquor License Applications for:  
Sheila's Creekside Steakhouse and Tavern – Series No. 7 and Series No. 12

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A public hearing will be held by the Board of Supervisors on September 1, 2015 at 10:00 a.m. at which time the Board will obtain public comments on the attached liquor license applications; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, by *no later* than August 24, 2015.

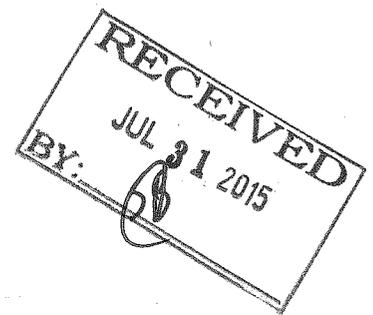
Indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any.

303-09-015 U

taxes are assessed to this Property - Not Paid New Parcel  
For 14/15

Signed: *Martha Gonzalez*

Reed  
8/5 MS



**INTEROFFICE MEMORANDUM**

**DATE:** July 27, 2015

**TO:** Scott Buzan, Chief Building Official  
Community Development Division

**FROM:** Marian Sheppard, Clerk of the Board *MS*

**SUBJECT:** Liquor License Applications for:  
Sheila's Creekside Steakhouse and Tavern – Series No. 7 and Series No. 12

A public hearing will be held by the Board of Supervisors on September 1, 2015 at 10:00 a.m. at which time the Board will obtain public comments on the attached liquor license applications; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, by no later than August 24, 2015.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. NO ISSUES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: *[Signature]* \_\_\_\_\_

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**Local Governing Body Recommendation**  
**A.R.S. § 4-201(C)**

1. City or ~~Town~~ of: Town of Payson Liquor License Application #: 07040041  
(circle one) (Arizona application #)
2. County of: Gila, Arizona. City/Town/County #: Order # LL-15-03
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
n/a, n/a, and a boundary map  
(name of entertainment district) (date of resolution to create the entertainment district)

of entertainment district must be attached.

4. The Board of Supervisors at a Regular meeting held on the 1<sup>ST</sup> of  
(governing body) (regular or special) (day)  
September, 2015 considered the application of Sheila Lynn Marcum  
(month) (year) (name of applicant)  
for a license to sell spirituous liquor at the premises described in application 07040041  
(Arizona liquor license application #)  
for the license series#: type Series 7: Beer + Wine Bar as provided by A.R.S. §4-201.  
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Sheila Lynn Marcum  
(name of applicant)  
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
for Approval  
(approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.  
Dated at Globe, AZ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(location) (day) (month) (year)  
Marian Sheppard, Clerk BOS \_\_\_\_\_  
(printed name of city, town or county clerk) (signature of city, town or county clerk)

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**Local Governing Body Recommendation**  
**A.R.S. § 4-201(C)**

1. City or Town of: Payson Liquor License Application #: 12043094  
(circle one) (Arizona application #)
2. County of: Gila, Arizona. City/Town/County #: LL-15-04
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
n/a, n/a, and a boundary map  
(name of entertainment district) (date of resolution to create the entertainment district)  
of entertainment district must be attached.
4. The Board of Supervisors at a Regular meeting held on the 1<sup>ST</sup> of  
(governing body) (regular or special) (day)  
September, 2015 considered the application of Sheila Lynn Marcum  
(month) (year) (name of applicant)  
for a license to sell spirituous liquor at the premises described in application 12043094  
(Arizona liquor license application #)  
for the license series#: type #12 Restaurant as provided by A.R.S. §4-201.  
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Sheila Lynn Marcum  
(name of applicant)  
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
for Approval  
(approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at Globe, AZ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(location) (day) (month) (year)

Marian Sheppard, Clerk BOS \_\_\_\_\_  
(printed name of city, town or county clerk) (signature of city, town or county clerk)

**ARF-3315**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015  
Submitted For: Jacque Griffin, Asst. County Manager/Librarian  
Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library District  
Department: Asst County Manager/Library District Division: Library District

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Information

Request/Subject

Resolution No. 15-09-05 Approving Amended Bylaws of the Eastern Arizona Counties Organization.

Background Information

The Eastern Arizona Counties Organization (ECO) was established by the Apache, Gila, Graham, Greenlee, and Navajo County Boards of Supervisors in 1993 to address and advocate for issues common to the eastern Arizona counties they serve, particularly in the areas of natural resources and federal public land management policies. The founding members adopted a set of Bylaws at that time. The intervening 22 years have seen more complicated federal land management issues. More recently, other Arizona counties which have common issues and adjacent boundaries have approached ECO requesting to join. Cochise County formally requested membership earlier this year. In addition, advances in technology have changed the ways in which the members of the organization communicate, conduct business, and hold meetings.

Evaluation

The original Bylaws did not anticipate nor provide for membership beyond the five founding member counties. Likewise, modern digital technology and electronic communication, which is currently commonplace, makes provisions of the Bylaws obsolete with respect to such things as posting requirements, meeting notices, and allowable types of attendance at meetings.

Conclusion

The ECO Bylaws are outdated and, in some instances, obsolete.

Recommendation

Staff recommends approval of the amended Bylaws between member counties of the Eastern Arizona Counties Organization.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-09-05 to amend Bylaws of the Eastern Arizona Counties Organization to allow for the addition of new members, and to accommodate utilization of new technologies.

**(Jacque Griffin)**

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Attachments

Resolution No. 15-09-05

ECO Amended Bylaws 2015

ECO Bylaws-1993

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## **RESOLUTION NO. 15-09-05**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING THE AMENDED BYLAWS OF THE EASTERN ARIZONA COUNTIES ORGANIZATION**

**WHEREAS**, the Eastern Arizona Counties Organization (ECO) was established by the boards of supervisors of Apache, Gila, Graham, Greenlee and Navajo counties in 1993 to address and advocate for issues common to the eastern Arizona counties they serve, particularly in the areas of natural resources and Federal public land management policies; and,

**WHEREAS**, at the time of ECO's formation, the five founding member counties adopted a set of Bylaws which have not been updated in twenty-two years; and,

**WHEREAS**, since adoption of the original Bylaws, Federal land management issues have become more complicated, resulting in other Arizona counties with adjacent boundaries and common issues requesting membership; and,

**WHEREAS**, the original Bylaws did not anticipate nor provide for membership beyond the five founding counties; and,

**WHEREAS**, the founding members of ECO desire to enlarge its membership to include other Arizona counties in order to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation, and enhancing economic stability and growth as relates to the management of resources, as well as facilitating cooperation on a regional level; and,

**WHEREAS**, modern digital technology applicable to the day-to-day operations of ECO has changed the ways in which the member counties currently communicate, conduct business, and hold meetings; and,

**WHEREAS**, the original Bylaws are outdated and, in some instances, obsolete with respect to such things as posting requirements, meeting notices, and allowable types of attendance at meetings.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Gila County, Arizona, hereby approves the Amended Bylaws of the Eastern Arizona Counties Organization to allow for the addition of new members and to accommodate utilization of new technologies.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of September 2015, at Globe, Gila County, Arizona.

**Attest:**

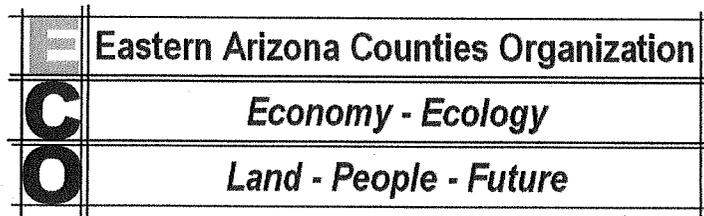
**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



## **BYLAWS**

### **EASTERN ARIZONA COUNTIES ORGANIZATION**

#### **ARTICLE I**

##### **Name and Definitions**

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO).

Section 2. Definitions. This section to be reserved for future use.

#### **ARTICLE II**

##### **Statement of Purpose**

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372 (Exhibit A) and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

Section 3. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable engage with all relevant federal, state and local governments and other partners or entities as decided by the Board of Directors, in cooperation, coordination, collaboration and other forms of participation, such as but not limited to attending meetings, securing membership in organizations and groups, producing written comments, executing Memorandums of Understanding, obtaining Cooperating Agency status, executing Stewardship Agreements or similar agreements or contracts, supporting actions, objecting or appealing actions, if necessary litigating actions, and in general taking all necessary actions as may be deemed necessary by the Board of Directors to further the purpose of ECO.

Section 4. In addition to the purpose stated in Section 1, ECO, by vote of the Board of Directors may identify from time to time additional purposes and objectives and take all necessary actions to further such purposes and objectives.

### **ARTICLE III Board of Directors**

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement (Exhibit B), these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of Directors appointed by the County Members. Each County shall appoint two Directors; one shall be a member of each County's Board of Supervisors, and one shall be a County staff member appointed by each County, generally the County Manager or County Administrator.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual county Board of Supervisors.

Section 4. Voting. Each Member County has one vote which will be cast by the Supervisor Member when in attendance. When the Supervisor Member is not in attendance, the other Director appointed by the County, generally the County Manager or County Administrator, will cast the County vote. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chair. Telephone and electronic meetings such as but not limited to video conference or webcast, are allowed, provided they are notified and conducted in compliance with the requirements of the Arizona Open Meeting Laws.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chair or of any five Directors. Any place within the State of Arizona may be designated, or a telephone or electronic meeting such as but not limited to video conference or webcast may be held, by the calling authority as the manner for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each Member County not less than twenty-four (24) hours prior to the meeting.

Section 10. Electronic attendance. The Directors may attend the Board of Directors meetings in person or by telephone or electronic means such as but not limited to video conference or webcast, if available, that comply with the requirements of the Arizona Open Meeting Laws.

#### **ARTICLE IV Officers and Staff**

Section 1. Board of Directors. The Officers shall consist of a Chair, Vice Chair, Secretary / Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each Officer of the Board of Directors shall serve for a period of one year or until her or his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chair. The Chair shall preside at all meetings of the Board of Directors of ECO. The Chair shall perform the usual duties of the Chair and may speak for and on behalf of the organization when so instructed by the Board. The Chair, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. The Chair may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general the Chair shall perform all duties incidental to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. The Secretary/Treasurer shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent. With the agreement of the Board, the Secretary/Treasurer may delegate to the Executive Director the attending of all meetings of the Board of Directors on the Secretary/Treasurer's behalf, preserving in books of the organization true minutes of the proceedings of all such meetings and giving all notices required by statute, Bylaws, or resolution.

Section 4. Management Action by the Chair and Vice Chair. The Chair and Vice Chair, collectively or individually, shall from time to time provide directives to the Executive Director to carry out all necessary actions to implement the purpose of ECO and implement the directives received from the Board of Directors. Emergency action may be taken by the Chair and Vice Chair, collectively or individually, to provide directives to the Executive Director to carry out the purpose of ECO.

Section 5. Executive Director. The Board of Directors may hire an Executive Director as professional staff for ECO. The Executive Director may be an employee of the County that serves as fiduciary agent for ECO but will report exclusively to the Board of Directors of ECO, the Chair and Vice Chair. The Executive Director shall receive instructions from the Board of Directors and from the Chair and Vice Chair. The Executive Director is authorized to take all necessary actions to carry out the purpose of ECO and implement the directives received from the Board of Directors, the Chair and Vice Chair.

## **ARTICLE V**

### **Contract, Checks, Deposits, and Funds**

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent .

Section 3. Funds. Any funds which may come in this organization or be subject to its control for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each Member County to be binding on it.

## **ARTICLE VI**

### **Amendment to Bylaws**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer or Executive Director, by mail or email, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

## **ARTICLE VII General Provisions**

Conduct of Meetings. The procedures of Robert's Rules of Order shall be used to conduct all meetings.

## **ARTICLE VIII Other Provisions**

Section 1. Addition of New Member(s). New County Member(s) may be added to ECO upon majority vote of the Board of Directors in a meeting during which all County Members are represented and take part in the vote, provided that the candidate New County Member(s) make(s) the request by decision of their/its Board of Supervisors to join ECO.

Section 2. One year provisional membership. New County Member(s) joining ECO will join initially for a period of one year, in order for the New County Member(s) and existing County Members to develop their new relationship. Upon the completion of the one year provisional membership, the New County Member(s) will be requested to confirm their/its desire to remain in ECO, and the other County Members will be required to confirm by majority vote the permanent addition of the New County Member(s) to ECO.

Section 3. Revenues. The annual appropriation requested by ECO from the Arizona Legislature based on the annual ECO Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development may be disbursed directly to ECO, or may be disbursed in installments to the County Members. In any case, the annual ECO appropriation shall be considered the property of ECO and, if disbursed in installments to the County Members, shall be transferred to ECO by the County Members regardless of the County Members' engagement in the work of ECO. Other revenues will be treated in a similar manner.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION ON THE DATE INDICATED BELOW.

\_\_\_\_\_  
Supervisor Tom White  
Appointed to represent Apache County

\_\_\_\_\_  
Attest: Delwin Wenger  
Clerk of Apache County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Tommie Martin  
Appointed to represent Gila County

\_\_\_\_\_  
Attest: Marian Sheppard  
Clerk of Gila County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Drew John  
Appointed to represent Graham County

\_\_\_\_\_  
Attest: Terry Cooper  
Clerk of Graham County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor David Gomez  
Appointed to represent Greenlee County

\_\_\_\_\_  
Attest: Yvonne Pearson  
Clerk of Greenlee County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Jason Whiting  
Appointed to represent Navajo County

\_\_\_\_\_  
Attest: Melissa Buckley  
Clerk of Navajo County Board

\_\_\_\_\_  
Date

Exhibit C

**BYLAWS**  
**EASTERN ARIZONA COUNTIES ORGANIZATION**

**ARTICLE I**

**Name and Definitions**

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO). The membership in ECO is composed of Apache, Gila, Graham, Greenlee and Navajo, Arizona Counties.

Section 2. Definitions. This section to be reserved for future use.

**ARTICLE II**

**Statement of Purpose**

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372* (Exhibit A) and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

**ARTICLE III**

**Board of Directors**

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement (Exhibit B), these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of 10 Directors. Each County shall appoint two directors; one shall be a member of each County's Board of Supervisors, and one shall be another person appointed by each County.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual County Board of Supervisors.

Section 4. Voting. Each member County has one vote which will be cast by the Supervisor member when in attendance. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chairman.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chairman or of any five Directors. Any place within the State of Arizona may be designated by the calling authority as the place for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each member County not less than twenty-four (24) hours prior to the meeting.

#### **ARTICLE IV Officers**

Section 1. Board of Directors. The Officers shall consist of a Chairman, Vice Chairman, and Secretary/Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each officer of the Board of Directors shall serve for a period of one year or until his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chairman. The Chairman shall preside at all meetings of the Board of Directors of ECO. He shall perform the usual duties of the Chairman and may speak for and on behalf of the organization when so instructed by the Board. The Chairman, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. He may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general, he shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chairman. In the absence of the Chairman, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chairman. A Vice Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. He shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent.

## ARTICLE V

### Contract, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent.

Section 3. Funds Any funds which may come in this organization or be subject to its control, for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each member County to be binding on it.

## ARTICLE VI

### Amendment to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer, by mail, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

**ARTICLE VII**  
**General Provisions**

Conduct of Meetings. The procedures of *Robert's Rules of Order* shall be used to conduct all meetings.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION AND IN CONJUNCTION WITH THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ON THE DATE INDICATED BELOW.

  
\_\_\_\_\_  
Apache County

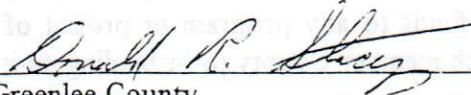
9/21/93  
Date

  
\_\_\_\_\_  
Gila County

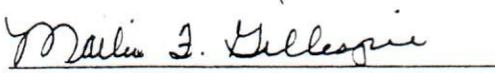
10/15/93  
Date

  
\_\_\_\_\_  
Graham County

11-13-93  
Date

  
\_\_\_\_\_  
Greenlee County

10-27-93  
Date

  
\_\_\_\_\_  
Navajo County

10-19-93  
Date

**ARF-3338**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst  
County Manager/Library District

Department: Asst County Manager/Library District

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Information

Request/Subject

Approval of the amended Intergovernmental Agreement and Bylaws for the Eastern Arizona Counties Organization.

Background Information

The Eastern Arizona Counties Organization (ECO) was established by the Apache, Gila, Graham, Greenlee and Navajo County Boards of Supervisors in 1993 to address and advocate for issues common to the eastern Arizona counties they serve, particularly in the areas of natural resources and federal public land management policies. The intervening years have seen many more complicated federal land management issues. Other rural Arizona counties which have common issues and adjacent boundaries have approached ECO requesting to join. Cochise County formally requested membership in July of this year. At the time of ECO's original establishment, the bylaws and the Intergovernmental Agreement (IGA) did not accommodate additional members.

The newly adopted amended Bylaws allow for additional membership; however, to formally include Cochise County in ECO requires a new IGA between all six counties, as well as an updated signature page on the amended Bylaws.

Evaluation

The new IGA accommodates the addition of Cochise County into ECO, and updates the signature page on the amended Bylaws. It is in the best interest of the various counties to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation and enhancing economic stability and growth as it relates to the management of resources.

Conclusion

Enlarging the membership of ECO allows for a larger collective voice to exercise a more effective and unified political force on public land management issues affecting the member counties.

Recommendation

Staff recommends approval of the amended IGA to accommodate the addition of Cochise County into ECO.

Suggested Motion

Information/Discussion/Action to approve the amended Intergovernmental Agreement (IGA) between the counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise, Arizona to participate in, support and endorse the actions and decisions of the Eastern Arizona Counties Organization (ECO) which are in compliance with the adopted Bylaws of the organization; authorize the Chairman to sign the IGA; and, authorize the appointed member to sign the updated signature page of the Bylaws.

**(Jacque Griffin)**

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Attachments

ECO Amended IGA and Bylaws 2015

ECO original IGA and Bylaws 1993

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**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTIES OF  
APACHE, GILA, GRAHAM, GREENLEE, NAVAJO AND COCHISE, ARIZONA  
TO PARTICIPATE IN, SUPPORT AND ENDORSE THE ACTIONS AND DECISIONS OF THE EASTERN  
ARIZONA COUNTIES ORGANIZATION (ECO) WHICH ARE IN COMPLIANCE WITH THE ADOPTED  
BYLAWS OF THE ORGANIZATION.**

Whereas, Arizona Revised Statutes 11-952 authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action, and;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee, and Navajo ("Original ECO Counties") requested in 1993 by joint resolution (Exhibit A) that the State of Arizona assist the Original ECO Counties in developing a process to implement Presidential Executive Order 12372 (P.E.O. 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the counties, and;

Whereas, in accordance with P.E .O. 12372, the Original ECO Counties were subsequently designated by the State as County Official Reviewers (COR) with responsibility to the residents of the Original ECO Counties to provide local and area wide land use, demographic, economic and social information and expertise in the review of federal programs and projects particularly in relationship to the U.S. Department of Agriculture and the U.S. Department of the Interior land management activities, as well as programs involving State Land, and;

Whereas, a primary function of ECO was originally to efficiently and effectively implement the Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372, and ;

Whereas in the years from 1993 to 2015 ECO evolved to provide to the Original ECO Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction, coordination and collaboration in the decision making process with federal and state agencies, and ;

Whereas in 2015 the Arizona County of Cochise expressed the desire to join ECO and the Original ECO Counties expressed the desire to include Cochise County in ECO, and ;

Whereas, it is believed that the best method for ensuring that the overall functions of ECO are carried out is to formalize the ECO structure through adoption of an amended intergovernmental agreement and approval of appropriate Bylaws to guide the conduct of ECO business, and ;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise ("Counties") are all dependent on measured and appropriate development of all resources to ensure public welfare and promote economic stability, and;

Whereas , it is in the best interests of the Counties to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation, and enhancing economic stability and growth as relates to the management of resources, and;

Whereas, the Counties have undertaken to make scientific, economic, social and cultural information and other data available for analysis to help guide themselves and other agencies in making the best resource management decisions, and:

Whereas, cooperation on the regional level between all parties involved in such decisions is deemed to be most advantageous.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

Section 1. The Eastern Arizona Counties Organization (ECO) originally consisting of membership from Apache, Gila, Graham, Greenlee and Navajo Counties is hereby amended to include Cochise County. The term of this agreement is as specified in Section 7 herein.

Section 2. By execution and acceptance of this agreement, each ECO County hereby adopts the Arizona Single Point of Contact (SPOC) procedures according to: Presidential Executive Order 12372 which is fully incorporated into this document as Exhibit B; Arizona Executive Order 2013-09 which is fully incorporated into this document as Exhibit C; and User Manual For State Single Point Of Contact (SPOC) Procedures In Arizona - Updated December 4, 2014, which is fully incorporated into this document as Exhibit D.

Section 3. In accordance with the provisions of Sec. 4 of Exhibit B, each ECO County, Board of Supervisors or its designee shall act as County official reviewers for the explicate review of direct federal projects for the U.S. Department of Agriculture and its respective agencies which include the Forest Service, Soil Conservation Service and Farmers Home Administration, U.S. Department of the Interior and its respective agencies which include the Bureau of Land Management, National Park Service and U.S. Fish and Wildlife Service affecting their areas. The County official reviewers will attend scoping meetings, receive direct federal notices from the Single Point of Contact (SPOC), and attend the meetings in the early stages for the purpose of review and assuring the consistency of the proposed activity to be in the best interest and development of each of their counties.

Section 4. The purpose and authorities of ECO are set forth in the Bylaws as incorporated in Exhibit E to this agreement and adopted as part of this agreement and as may be subsequently amended in accordance with the adopted Bylaws.

Section 5. Each ECO County Board of Supervisors shall, in accordance with adopted Bylaws, appoint two representatives to the ECO Board of Directors, one of whom will be a member of that County's Board of Supervisors.

Section 6. The finances and budgetary matters of ECO shall be addressed in the manner set forth in Article V of the Bylaws with annual budgets established by the Board of Directors and approved annually by each County Board of Supervisors representative. Navajo County will act as fiscal agent for the purposes of this Intergovernmental Agreement. Each member's manner of financing their participation in ECO shall be at the discretion of each County's Board of Supervisors and may include commitment of general funds, grant funds or other available funding.

Section 7. This agreement shall remain in effect for one (1) year from the effective date and will be automatically renewed for successive one (1) year intervals unless terminated by any member County after 30 days written notification to the Chairman provided, however, that the termination by any one

County shall not affect the agreements with other Counties. This agreement may be canceled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.

Section 8. The acquisition of property under the ownership of ECO is not anticipated. However, should this occur, the disposition of such property upon partial or complete termination of this agreement shall be decided by the Board of Directors in an open meeting with the approval of each Board of Supervisors which is participating in the agreement at the time of the termination.

Section 9. It is agreed that all proceedings, meetings, actions and decisions of the Board of Directors will comply with the Arizona Open Meeting Law. No representation of an ECO decision, position or action shall be made without proper notification pursuant to the Arizona Open Meeting Law nor without prior approval of the Board of Directors in compliance with the provisions of the adopted Bylaws.

Section 10. Any contract, memorandum of understanding, or agreement entered into by ECO on behalf of or binding upon any member County must be approved by the affected County's Board of Supervisors in order to be effective.

Section 11. Nothing in this agreement shall in any way abrogate the member Counties' rights, obligations and abilities to conduct mandated and discretionary County functions, or otherwise protect, in any lawful manner deemed appropriate, the best interests of the County.

Section 12. This agreement shall become effective upon filing with the Secretary of State.

Section 13. Attached hereto as Exhibit F, are the Resolutions or Action Reports of each County Board of Supervisors approving this agreement.

Section 14. All agreements in conflict with this are hereby rescinded.

APPROVED by each County on the date indicated below.

\_\_\_\_\_  
Supervisor Tom White  
Chairman Apache County Board of Supervisors

\_\_\_\_\_  
Attest: Delwin Wengert  
Clerk Apache County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Whiting  
Apache County Attorney

\_\_\_\_\_  
Supervisor Patrick Call  
Chairman Cochise County Board of Supervisors

\_\_\_\_\_  
Attest: Arlethe Rios  
Clerk Cochise County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian McIntyre  
Cochise County Attorney

\_\_\_\_\_  
Supervisor Michael Pastor  
Chairman Gila County Board of Supervisors

\_\_\_\_\_  
Attest: Marian Sheppard  
Clerk Gila County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bradley Beauchamp  
Gila County Attorney

\_\_\_\_\_  
Supervisor Danny Smith  
Chairman Graham County Board of Supervisors

\_\_\_\_\_  
Attest: Terry Cooper  
Clerk Graham County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenny Angle  
Graham County Attorney

\_\_\_\_\_  
Supervisor David Gomez  
Chairman Greenlee County Board of Supervisors

\_\_\_\_\_  
Attest: Yvonne Pearson  
Clerk Greenlee County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derek Rapier  
Greenlee County Attorney

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Supervisor Dawnafe Whitesinger  
Chairwoman Navajo County Board of Supervisors

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Attest: Melissa Buckley  
Clerk Navajo County BOS

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Date

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Brad Carlyon  
Navajo County Attorney

## Exhibit A

RESOLUTIONS OF THE BOARDS OF SUPERVISORS OF APACHE, GILA  
GRAHAM, GREENLEE AND NAVAJO COUNTIES TO AVAIL THEMSELVES  
OF THE INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS  
PROVIDED BY PRESIDENTIAL EXECUTIVE ORDER 12372 OF  
JULY 14, 1982 AND 12416 OF APRIL 8, 1983

WHEREAS, the President of the United States, through his Presidential Executive Order (P.E.O.) 12372 of July 14, 1982 and P.E.O. 12416 of April 8, 1983, ordered federal agencies to provide opportunity for State and local governments through their respective elected officials for consultation with those Federal agencies having a direct affect on the custom, culture and economic well being of their respective governmental jurisdictions, to support state and local governments by discouraging Federal funding of planning organizations that are not adequately representative of or accountable to local elected officials, and further directed federal agencies to utilize the state process to determine official views of state and local elected officials; and

WHEREAS, the under signed counties wish to avail themselves of their rights to have the Federal agencies obtain the official views of the local elected officials concerning any plans and actions which may affect their custom, culture and economic well being, communicate early with governmental entities concerning any such plans and action, accommodate concerns of local elected officials when directly affected, allow review of Federal programs in another State which may affect this State by their implementation; and

WHEREAS, the State of Arizona has the authority to request and implement the process necessary to bring the federal agencies into compliance with the above referenced Presidential Executive Orders; and

WHEREAS, the President is relying on the local process to foster an intergovernmental partnership and a strengthened federalism through these orders; and specifically authorizes state delegation to local elected officials the review, coordination, and communication with federal agencies; and

NOW THEREFORE BE IT RESOLVED, the above signed counties request the State of Arizona to assist in developing a process which will implement P.E.O. 12372 and P.E.O. 12416 to maintain an effective clearing house process of Federal plans which affect the custom, cultures and economic well being of the governmental entities involved and we request the Governor delegate county and municipal elected officials the review, coordination and communication with Federal agencies.

  
\_\_\_\_\_  
Joe Shirley Jr., Chairman  
Apache County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Clarence Bigelow  
Clerk of the Board

  
\_\_\_\_\_  
Ron Christensen, Chairman  
Gila County Board of Supervisors

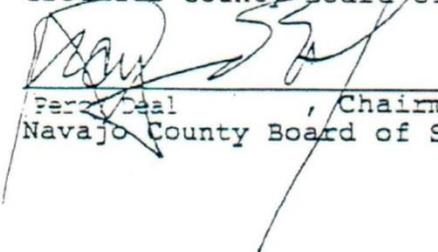
ATTEST:   
\_\_\_\_\_  
Daniel Field  
County Manager

  
\_\_\_\_\_  
Delbert Householder, Chairman  
Graham County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
JOE CARTER  
COUNTY MANAGER

  
\_\_\_\_\_  
Fred Zumwalt, Chairman  
Greenlee County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
ROB STOKES  
COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
Perry Deal, Chairman  
Navajo County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Sharon R. Keene  
Clerk of the Board

## Exhibit B

### Executive Order 12372--Intergovernmental Review of Federal Programs

Source: The provisions of Executive Order 12372 of July 14, 1982, appear at 47 FR 30959, 3 CFR, 1982 Comp., p. 197, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, including Section 401(a) of the Intergovernmental Cooperation Act of 1968 (42 U.S.C. 4231(a)), Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 (42 U.S.C. 3334) and Section 301 of Title 3 of the United States Code, and in order to foster an intergovernmental partnership and a strengthened federalism by relying on State and local processes for the State and local government coordination and review of proposed Federal financial assistance and direct Federal development, it is hereby ordered as follows:

[Preamble amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Section 1. Federal agencies shall provide opportunities for consultation by elected officials of those State and local governments that would provide the non-Federal funds for, or that would be directly affected by, proposed Federal financial assistance or direct Federal development.

Sec. 2. To the extent the States, in consultation with local general purpose governments, and local special purpose governments they consider appropriate, develop their own processes or refine existing processes for State and local elected officials to review and coordinate proposed Federal financial assistance and direct Federal development, the Federal agencies shall, to the extent permitted by law:

- (a) Utilize the State process to determine official views of State and local elected officials.
- (b) Communicate with State and local elected officials as early in the program planning cycle as is reasonably feasible to explain specific plans and actions.
- (c) Make efforts to accommodate State and local elected officials' concerns with proposed Federal financial assistance and direct Federal development that are communicated through the designated State process. For those cases where the concerns cannot be accommodated, Federal officials shall explain the bases for their decision in a timely manner.
- (d) Allow the States to simplify and consolidate existing Federally required State plan submissions. Where State planning and budgeting systems are sufficient and where permitted by law, the substitution of State plans for Federally required State plans shall be encouraged by the agencies.
- (e) Seek the coordination of views of affected State and local elected officials in one State with those of another State when proposed Federal financial assistance or direct Federal development has an impact on interstate metropolitan urban centers or other interstate areas. Existing interstate mechanisms that are redesignated as part of the State process may be used for this purpose.
- (f) Support State and local governments by discouraging the reauthorization or creation of any planning organization which is Federally-funded, which has a Federally-prescribed membership, which is

established for a limited purpose, and which is not adequately representative of, or accountable to, State or local elected officials.

Sec. 3.

(a) The State process referred to in Section 2 shall include those where States delegate, in specific instances, to local elected officials the review, coordination, and communication with Federal agencies.

(b) At the discretion of the State and local elected officials, the State process may exclude certain Federal programs from review and comment.

Sec. 4. The Office of Management and Budget (OMB) shall maintain a list of official State entities designated by the States to review and coordinate proposed Federal financial assistance and direct Federal development. The Office of Management and Budget shall disseminate such lists to the Federal agencies.

Sec. 5.

(a) Agencies shall propose rules and regulations governing the formulation, evaluation, and review of proposed Federal financial assistance and direct Federal development pursuant to this Order, to be submitted to the Office of Management and Budget for approval.

(b) The rules and regulations which result from the process indicated in Section 5(a) above shall replace any current rules and regulations and become effective September 30, 1983.

[Sec. 5 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Sec. 6. The Director of the Office of Management and Budget is authorized to prescribe such rules and regulations, if any, as he deems appropriate for the effective implementation and administration of this Order and the Intergovernmental Cooperation Act of 1968. The Director is also authorized to exercise the authority vested in the President by Section 401(a) of that Act (42 U.S.C. 4231(a)), in a manner consistent with this Order.

Sec. 7. The Memorandum of November 8, 1968, is terminated (33 Fed. Reg. 16487, November 13, 1968). The Director of the Office of Management and Budget shall revoke OMB Circular A-95, which was issued pursuant to that Memorandum. However, Federal agencies shall continue to comply with the rules and regulations issued pursuant to that Memorandum, including those issued by the Office of Management and Budget, until new rules and regulations have been issued in accord with this Order.

Sec. 8. The Director of the Office of Management and Budget shall report to the President by September 30, 1984 on Federal agency compliance with this Order. The views of State and local elected officials on their experiences with these policies, along with any suggestions for improvement, will be included in the Director's report.

[Sec. 8 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

# Exhibit C

## Executive Order 2013-09

### ESTABLISHING THE ARIZONA OFFICE of GRANTS and FEDERAL RESOURCES

**WHEREAS**, grants are a key component of the State of Arizona's budget; and

**WHEREAS**, grants, particularly federal grants, have a significant effect on the Arizona economy and the fiscal interests of the citizens of Arizona; and

**WHEREAS**, the maximum benefits from grant programs are only achieved by reducing unnecessary administrative costs while simultaneously improving program performance and outcomes, increasing overall results, while ensuring integrity, transparency, and accountability in the process; and

**WHEREAS**, Arizona should fully explore cost and regulatory burden matters before entering into grant partnerships with organizations; and

**WHEREAS**, the State of Arizona should be wise, thorough, competitive, consistent and strategic in securing available grants and other federal resources; and

**WHEREAS**, in 1982, President Reagan issued Executive Order 12372, "Intergovernmental Review of Federal Programs," which provided states with an opportunity to review and coordinate proposed federal resources; and

**WHEREAS**, Executive Order 12372 enables each state to designate an entity to establish a clearinghouse for seeking federal grants; and

**WHEREAS**, a state clearinghouse for seeking grants should be created to (1) eliminate duplicative administration and costs; (2) ensure proposals are in accordance with state plans, policies, programs, objectives, and procedures; (3) determine if the proposed project is fiscally and programmatically prudent; (4) provide critical information for state accounting and other business systems; and (5) provide information to state government and businesses concerning proposed activities that may affect them.

**NOW, THEREFORE, I**, Janice K. Brewer, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of the State of Arizona do hereby establish the "OFFICE of GRANTS and FEDERAL RESOURCES (GFR) and order as follows:

- 1) The Arizona Department of Administration (ADOA) shall house and provide all administrative support to the GFR as needed.
- 2) The GFR shall work to support the Governor's Office of Strategic Planning and Budget (OSPB) with their responsibilities as they relate to A.R.S. § 41-723.
- 3) The GFR shall serve as the single point of contact (SPOC) for grant applications by the State.
  - a. The GFR shall have a complete process to identify, review, and track all proposals for assistance in accordance with applicable federal and state laws.
  - b. The GFR shall capture all grant information electronically in order to provide critical information to the state accounting system or other business systems.
  - c. The GFR shall review the best practices of other States' SPOC that have been designated to participate in the intergovernmental review process with the United States Office of Management and Budget (OMB).
- 4) The GFR shall research, document, and make recommendations concerning legal and statutory authorities, including any obstacles, for grant applications and awards to the State of Arizona.
- 5) The GFR shall establish methods to communicate and collaborate with state agencies involved in grant applications.
- 6) The GFR shall develop, implement, and maintain an Arizona State Grants Management Manual.

- 7) The GFR shall provide training, technical assistance, and professional development to state grant professionals including the implementation of an Arizona Certified Grant Professional designation.
- 8) The GFR shall provide oversight for all federal grant transparency reporting, including but not limited to, American Recovery and Reinvestment Act (ARRA) Section 1512, Federal Funding Accountability and Transparency Act (FFATA), and the recently introduced Digital Accountability and Transparency Act (DATA) or other similar reporting requirements.
- 9) The GFR shall establish and maintain a statewide OMB Circular A-133 Single Audit Clearinghouse.
- 10) The GFR shall research and document concerning trends in findings of Arizona's Annual Single Audit report as they pertain to grants and make recommendations on how to resolve existing findings, prevent new findings, and in general reduce the number of findings per grant dollars expended.
- 11) The GFR shall develop and implement statewide performance measures related to grants and issue a report to OSPB on these measures annually.
- 12) The GFR may establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.
- 13) All Executive Branch agencies, boards, and commissions are authorized and directed to cooperate with the GFR in implementing the provisions of this order.
- 14) This Executive Order shall take effect immediately upon signature.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.



*Janice K. Brewer*  
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-ninth day of October in the Year Two Thousand Thirteen and of the Independence of the United States of America the Two Hundred and Thirty-Eighth.

ATTEST:

*Kim Bennett*

Secretary of State

**Exhibit D**

**USER MANUAL  
FOR  
STATE SINGLE POINT OF CONTACT (SPOC)  
PROCEDURES  
IN  
ARIZONA**

Coordination of Applications  
for  
Grant Funds  
as established by  
***Presidential Executive Order 12372***  
and  
***Arizona Executive Order 2013-09***

State of Arizona  
Department of Administration (DOA)  
Office of Grants and Federal Resources (GFR)

*Updated December 4, 2014*

## **PREFACE**

This manual is issued to inform applicants for federal and non-federal grant assistance of the procedures that must be followed to comply with Presidential Executive Order (E. O.) 12372 signed by President Reagan on July 24, 1982 and State Executive Order 2013-09 signed by Governor Brewer on October 28, 2013.

The procedures set forth in this manual supersede all procedures previously issued. These procedures are effective March 1, 2015.

If you have questions, please call Matthew Hanson, Statewide Grant Administrator, at GFR, within DOA, at (602) 542-7567 or e-mail him at [Matthew.Hanson@azdoa.gov](mailto:Matthew.Hanson@azdoa.gov).

## **BACKGROUND**

In October 1968, the United States Congress passed the Intergovernmental Cooperation Act in an attempt to improve relationships between the federal agencies and state, local and regional government entities along with private agencies by requiring the coordination of planning and programming efforts. The intent of the Act was to reduce duplication of effort and avoid conflicting effort within a state while facilitating orderly growth and development consistent with state, local and regional objectives.

The Office of Management and Budget issued Circular A-95 in July 1969, later revised, to implement:

- The provisions of Section 201 and Title IV of the Intergovernmental Cooperation Act by calling for the establishment of state, regional and metropolitan clearinghouses to aid in the coordination of projects involving federal grant dollars, providing for gubernatorial review and comment on federally required State plans, and establishing the project notification and review system which allows the Clearinghouse to review and comment on applications being made for federal dollars;
- Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 which calls for the review of federal loan or grant requests for assistance in carrying out open-space land projects or for the planning of construction of hospitals, airports, libraries, water supply and distribution facilities along with water development and land conservation projects within a metropolitan area; and
- Section 102(2)(C) of the National Environmental Policy Act of 1969 and regulations of the Council on Environmental Policy which call for the review and comment of certain federal or federally-assisted projects by state and local agencies responsible for environmental standards.

Through its years of implementation, the Circular A-95 review process was found to be cumbersome, ineffective and, in general, ignored by the federal agencies. President Reagan implemented his philosophy of "New Federalism" whereby reliance on states making their own decisions according to their particular needs was emphasized. One of the results of "New Federalism" was a complete rethinking of Circular A-95 review process. On July 14, 1982, President Reagan instituted the Intergovernmental Review Process of Federal Programs by signing E. O. 12372. The Circular A-95 rules remained in effect until federal agencies issued new rules under the Executive Order.

On June 24, 1983, federal agencies published final rules implementing E. O. 12372 and listed which programs were covered under the Executive Order. The rules no longer referred to the State Clearinghouse but rather to a Single Point of Contact (SPOC) for each state.

On October 28, 2013, Governor Brewer signed E. O. 2013-09 instituting the Intergovernmental Review of Federal Programs in Arizona in compliance with E. O. 12372.

## PROCEDURES

### I. General

The Intergovernmental Review should be completed before an application or a request for funds is submitted to the grantor agency. However, our office realizes that this cannot always be done; therefore, we will accept simultaneous submissions.

The procedures are different whether the requests for grant funds originate from a state agency, an institution of higher education, private or local government entity.

- State Agencies

All state agencies must go through the Intergovernmental Review process regardless of whether the grant program is covered under the Presidential Executive Order.

The E. O. shall be interpreted as including all types of assistance (federal and non-federal grants, cooperative agreements, contracts, reimbursable agreements, etc.), whether formulaic or competitive, whether a formal application is required or not, and whether there is a mandatory or optional state match (in-kind or cash).

- Institutions of Higher Education, Private or Local Government Entities

Institutions of higher education, private or local government entities are required to go through the Intergovernmental Review process only for those programs covered by the Presidential Executive Order. Requests for proposals are usually published in the Federal Register where E. O. 12372 requirements are specified and it provides information regarding the SPOC.

At this point, higher education, private or local government entities are only covered under the E. O. when their applications for federal assistance impact directly or indirectly the state budget. Additionally, the rule applies whether the match (in-kind or cash) is optional or mandatory. If this E. O. is still applicable to your entity, please contact Matthew Hanson, Statewide Grant Administrator, at either 602-542-7567 or [Matthew.Hanson@azdoa.gov](mailto:Matthew.Hanson@azdoa.gov), to inquire about compliance requirements.

### II. Purpose

The general purpose of the Intergovernmental Review process is to:

1. avoid duplication of effort in the application for and use of federal funds;
2. ensure compliance with federal and state statutes, and state and local plans; and
3. determine impact on current and future state budgets.

### III. Submission

No applicant shall forward an application to a federal agency without securing a State Application Identifier (SAI) which is an 8-digit number issued by GFR. Additionally, on OMB Standard Form (SF) 424, Item 19, an applicant shall answer in the affirmative to the question "Is Application Subject to Review By State Under Executive Order 12372 Process?" Assignment of an SAI does not signify approval of your grant application, project or program by the SPOC.

Effective March 1, 2015, utilizing the eCivis system will be the only means of obtaining the SAI for a grant application. The SAI will be requested automatically within the eCivis system when the funding opportunity status is "Application Preparation" or higher.

Within the eCivis system, the completed OMB SF-424 and Program Narrative from the grant application (or equivalent documents if not federal assistance) should be uploaded when the user marks the funding opportunity as under "Application Preparation" or higher status. This action will generate a new task for GFR titled "*Obtain State Application Identifier (SAI) Numbering Letter from the Arizona Office of Grants and Federal Resources.*" Once the task has been completed by GFR, the SAI numbering letter will be saved to the "Documents" tab associated with the project within the eCivis system and the task will move from the "Pending Tasks" tab to the "Completed Tasks" one.

For those grants, projects, or programs requiring a pre-application, the applicant shall request the SAI prior to submitting the pre-application. The SPOC will assign an SAI to the pre-application. When the grantor agency has approved the pre-application and an application is submitted, the applicant shall keep and use the same SAI assigned to the pre-application. The applicant shall upload it to eCivis for a final review/comment.

If the application process requires a Letter of Intent (LOI) or Notification of Intent (NOI), a copy of that document must be transmitted to the SPOC directly or uploaded to eCivis for informational purposes.

Revisions or amendments to an application must be uploaded to eCivis as they are transmitted to the grantor agency. This is important, especially, if the changes are made prior to the SPOC review.

All communications and documents sent to the SPOC after an SAI has been assigned should reference the SAI.

**Exhibit E**

**BYLAWS**

**EASTERN ARIZONA COUNTIES ORGANIZATION**

**ARTICLE I**  
**Name and Definitions**

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO).

Section 2. Definitions. This section to be reserved for future use.

**ARTICLE II**  
**Statement of Purpose**

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the procedures for Arizona Single Point of Contact review process according to Presidential Executive Order 12372 and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

Section 3. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable engage with all relevant federal, state and local governments and other partners or entities as decided by the Board of Directors, in cooperation, coordination, collaboration and other forms of participation, such as but not limited to attending meetings, securing membership in organizations and groups, producing written comments, executing Memorandums of Understanding, obtaining Cooperating Agency status, executing Stewardship Agreements or similar agreements or contracts, supporting actions, objecting or appealing actions, if necessary litigating actions, and in general taking all necessary actions as may be deemed necessary by the Board of Directors to further the purpose of ECO.

Section 4. In addition to the purpose stated in Section 1, ECO, by vote of the Board of Directors may identify from time to time additional purposes and objectives and take all necessary actions to further such purposes and objectives.

### **ARTICLE III Board of Directors**

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement, these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of Directors appointed by the County Members. Each County shall appoint two Directors; one shall be a member of each County's Board of Supervisors, and one shall be a County staff member appointed by each County, generally the County Manager or County Administrator.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual county Board of Supervisors.

Section 4. Voting. Each Member County has one vote which will be cast by the Supervisor Member when in attendance. When the Supervisor Member is not in attendance, the other Director appointed by the County, generally the County Manager or County Administrator, will cast the County vote. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chair. Telephone and electronic meetings such as but not limited to video conference or webcast, are allowed, provided they are notified and conducted in compliance with the requirements of the Arizona Open Meeting Laws.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chair or of any five Directors. Any place within the State of Arizona may be designated, or a telephone or electronic meeting such as but not limited to video conference or webcast may be held, by the calling authority as the manner for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each Member County not less than twenty-four (24) hours prior to the meeting.

Section 10. Electronic attendance. The Directors may attend the Board of Directors meetings in person or by telephone or electronic means such as but not limited to video conference or webcast, if available, that comply with the requirements of the Arizona Open Meeting Laws.

#### **ARTICLE IV Officers and Staff**

Section 1. Board of Directors. The Officers shall consist of a Chair, Vice Chair, Secretary / Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each Officer of the Board of Directors shall serve for a period of one year or until her or his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chair. The Chair shall preside at all meetings of the Board of Directors of ECO. The Chair shall perform the usual duties of the Chair and may speak for and on behalf of the organization when so instructed by the Board. The Chair, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. The Chair may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general the Chair shall perform all duties incidental to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. The Secretary/Treasurer shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent. With the agreement of the Board, the Secretary/Treasurer may delegate to the Executive Director the attending of all meetings of the Board of Directors on the Secretary/Treasurer's behalf, preserving in books of the organization true minutes of the proceedings of all such meetings and giving all notices required by statute, Bylaws, or resolution.

Section 4. Management Action by the Chair and Vice Chair. The Chair and Vice Chair, collectively or individually, shall from time to time provide directives to the Executive Director to carry out all necessary actions to implement the purpose of ECO and implement the directives received from the Board of Directors. Emergency action may be taken by the Chair and Vice Chair, collectively or individually, to provide directives to the Executive Director to carry out the purpose of ECO.

Section 5. Executive Director. The Board of Directors may hire an Executive Director as professional staff for ECO. The Executive Director may be an employee of the County that serves as fiduciary agent for ECO but will report exclusively to the Board of Directors of ECO, the Chair and Vice Chair. The Executive Director shall receive instructions from the Board of Directors and from the Chair and Vice Chair. The Executive Director is authorized to take all necessary actions to carry out the purpose of ECO and implement the directives received from the Board of Directors, the Chair and Vice Chair.

## **ARTICLE V**

### **Contract, Checks, Deposits, and Funds**

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent .

Section 3. Funds. Any funds which may come in this organization or be subject to its control for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each Member County to be binding on it.

## **ARTICLE VI**

### **Amendment to Bylaws**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer or Executive Director, by mail or email, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

## **ARTICLE VII General Provisions**

Conduct of Meetings. The procedures of Robert's Rules of Order shall be used to conduct all meetings.

## **ARTICLE VIII Other Provisions**

Section 1. Addition of New Member(s). New County Member(s) may be added to ECO upon majority vote of the Board of Directors in a meeting during which all County Members are represented and take part in the vote, provided that the candidate New County Member(s) make(s) the request by decision of their/its Board of Supervisors to join ECO.

Section 2. One year provisional membership. New County Member(s) joining ECO will join initially for a period of one year, in order for the New County Member(s) and existing County Members to develop their new relationship. Upon the completion of the one year provisional membership, the New County Member(s) will be requested to confirm their/its desire to remain in ECO, and the other County Members will be required to confirm by majority vote the permanent addition of the New County Member(s) to ECO.

Section 3. Revenues. The annual appropriation requested by ECO from the Arizona Legislature based on the annual ECO Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development may be disbursed directly to ECO, or may be disbursed in installments to the County Members. In any case, the annual ECO appropriation shall be considered the property of ECO and, if disbursed in installments to the County Members, shall be transferred to ECO by the County Members regardless of the County Members' engagement in the work of ECO. Other revenues will be treated in a similar manner.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION ON THE DATE INDICATED BELOW.

\_\_\_\_\_  
Supervisor Tom White  
Appointed to represent Apache County

\_\_\_\_\_  
Attest: Delwin Wengert  
Clerk of Apache County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Tommie Martin  
Appointed to represent Gila County

\_\_\_\_\_  
Attest: Marian Sheppard  
Clerk of Gila County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Drew John  
Appointed to represent Graham County

\_\_\_\_\_  
Attest: Terry Cooper  
Clerk of Graham County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor David Gomez  
Appointed to represent Greenlee County

\_\_\_\_\_  
Attest: Yvonne Pearson  
Clerk of Greenlee County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Jason Whiting  
Appointed to represent Navajo County

\_\_\_\_\_  
Attest: Melissa Buckley  
Clerk of Navajo County BOS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Richard Searle  
Appointed to represent Cochise County

\_\_\_\_\_  
Attest: Arlethe Rios  
Clerk of Cochise County BOS

\_\_\_\_\_  
Date

## Exhibit F

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTIES OF  
APACHE, GILA, GRAHAM, GREENLEE AND NAVAJO, ARIZONA  
TO PARTICIPATE IN, SUPPORT AND ENDORSE THE ACTIONS AND DECISIONS OF THE EASTERN  
ARIZONA COUNTIES ORGANIZATION (ECO) WHICH ARE IN COMPLIANCE WITH THE ADOPTED  
BYLAWS  
OF THE ORGANIZATION.

Whereas, Arizona Revised Statutes 11-952 authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action, and;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee and Navajo ("Counties") requested by joint resolution (Exhibit A) that the State of Arizona assist the Counties in developing a process to implement Presidential Executive Order 12372 (P.E.O. 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well being of the Counties, and;

Whereas, in accordance with P.E.O. 12372, the Counties have been designated by the State as County Official Reviewers (COR) with responsibility to the residents of the Counties to provide local and areawide land use, demographic, economic and social information and expertise in the review of federal programs and projects particularly in relationship to the U.S. Department of Agriculture and the U.S. Department of the Interior land management activities, as well as programs involving State Land, and;

Whereas, a primary function of ECO is to efficiently and effectively implement the *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372*, and;

Whereas, it is believed that the best method for ensuring that the overall functions of ECO are carried out is to formalize the ECO structure through adoption of a cooperative agreement and approval of appropriate Bylaws to guide the conduct of ECO business, and;

Whereas, the Counties are all dependent on measured and appropriate development of all resources to ensure public welfare and promote economic stability, and;

Whereas, it is in the best interests of the Counties to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation, and enhancing economic stability and growth as relates to the management of resources, and;

Whereas, the Counties have undertaken to make scientific, economic, social and cultural information and other data available for analysis to help guide themselves and other agencies in making the best resource management decisions, and;

Whereas, cooperation on the regional level between all parties involved in such decisions is deemed to be most advantageous.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

Section 1. The Eastern Arizona Counties Organization (ECO) consisting of membership from Apache, Gila, Graham, Greenlee and Navajo Counties is hereby created. The term of this agreement is for one (1) year to be automatically renewed at one (1) year intervals as specified in Section 7 herein.

Section 2. By execution and acceptance of this agreement, each ECO County hereby adopts the *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372* which is fully incorporated into this document as Exhibit B.

Section 3. In accordance with the provisions of Item 4 on Page 1 of Exhibit B, each ECO County, Board of Supervisors or its designee shall act as County Official Reviewers (COR) for the explicate review of direct federal projects for the U.S. Department of Agriculture and its respective agencies which include the Forest Service, Soil Conservation Service and Farmers Home Administration, U.S. Department of the Interior and its respective agencies which include the Bureau of Land Management, National Park Service and U.S. Fish and Wildlife Service affecting their areas. The County Official Reviewers will attend scoping meetings, receive direct federal notices from the Single Point of Contact (SPOC), and attend the meetings in the early stages for the purpose of review and assuring the consistency of the proposed activity to be in the best interest and development each of their counties.

Section 4. The purpose of ECO is set forth in the Bylaws as incorporated in Exhibit C to this agreement and adopted as part of this agreement and as may be subsequently amended in accordance with the adopted Bylaws.

Section 5. Each ECO County Board of Supervisors shall, in accordance with adopted Bylaws, appoint two representatives to the ECO Board of Directors, one of whom will be a member of that County's Board of Supervisors.

Section 6. The finances and budgetary matters of the ECO shall be addressed in the manner set forth in Article V of the Bylaws with annual budgets established by the Board of Directors and approved annually by each County Board of Supervisors. \_\_\_\_\_ County will act as fiscal agent for the purposes of this Intergovernmental Agreement. Each member's manner of financing their participation in ECO shall be at the discretion of each County's Board of Supervisors and may include commitment of general funds, grant funds or other available funding.

Section 7. This agreement shall remain in effect for one (1) year from the effective date and will be automatically renewed for successive one (1) year intervals unless terminated by any member County after 30 days written notification to the Chairman provided, however, that the termination by any one County shall not affect the agreements with other Counties.

Section 8. The acquisition of property under the ownership of ECO is not anticipated. However, should this occur, the disposition of such property upon partial or complete termination of this agreement shall be decided by the Board of Directors in an open meeting with the approval of each Board of Supervisors which is participating in the agreement at the time of the termination.

Section 9. It is agreed that all proceedings, meetings, actions and decisions of the Board of Directors will comply with the Arizona Open Meeting Law. No representation of an ECO decision, position or action shall be made without proper notification pursuant to the Arizona Open Meeting Law nor without prior approval of the Board of Directors in compliance with the provisions of the adopted Bylaws.

Section 10. Any contract, memorandum of understanding, or agreement entered into by ECO on behalf of or binding upon any member County must be approved by the affected County's Board of Supervisors in order to be effective.

Section 11. Nothing in this agreement shall in any way abrogate the member Counties' rights, obligations and abilities to conduct mandated and discretionary County functions, or otherwise protect, in any lawful manner deemed appropriate, the best interests of the County.

Section 12. This agreement shall become effective upon filing with the Secretary of State.

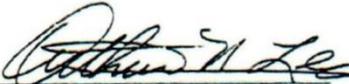
Section 13. Attached hereto as Exhibit D are resolutions of each County Board of Supervisors approving this agreement.

Section 14. All agreements in conflict with this are hereby rescinded.

APPROVED by each County on the date indicated below.

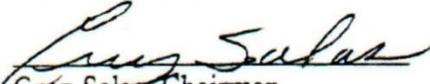
BOARD OF SUPERVISORS

ATTEST:

  
Arthur N. Lee, Vice-Chairman  
Apache County

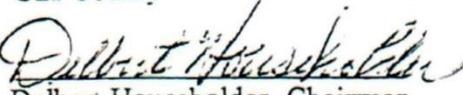
  
Clarence Bigelow, Clerk

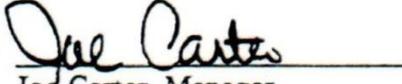
9/21/93  
Date

  
Cruz Salas, Chairman  
Gila County

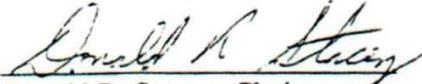
  
Daniel Field, Manager/Clerk

10/15/93  
Date

  
Delbert Householder, Chairman  
Graham County

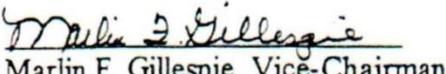
  
Joe Carter, Manager

10-13-93  
Date

  
Donald R. Stacey, Chairman  
Greenlee County

  
Rob Stokes, Administrator

10-27-93  
Date

  
Marlin F. Gillespie, Vice-Chairman  
Navajo County

  
Sharon Keene-Wright, Clerk

10-19-93  
Date

Exhibit A

RESOLUTIONS OF THE BOARDS OF SUPERVISORS OF APACHE, GILA  
GRAHAM, GREENLEE AND NAVAJO COUNTIES TO AVAIL THEMSELVES  
OF THE INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS  
PROVIDED BY PRESIDENTIAL EXECUTIVE ORDER 12372 OF  
JULY 14, 1982 AND 12416 OF APRIL 8, 1983

WHEREAS, the President of the United States, through his Presidential Executive Order (P.E.O.) 12372 of July 14, 1982 and P.E.O. 12416 of April 8, 1983, ordered federal agencies to provide opportunity for State and local governments through their respective elected officials for consultation with those Federal agencies having a direct affect on the custom, culture and economic well being of their respective governmental jurisdictions, to support state and local governments by discouraging Federal funding of planning organizations that are not adequately representative of or accountable to local elected officials, and further directed federal agencies to utilize the state process to determine official views of state and local elected officials; and

WHEREAS, the under signed counties wish to avail themselves of their rights to have the Federal agencies obtain the official views of the local elected officials concerning any plans and actions which may affect their custom, culture and economic well being, communicate early with governmental entities concerning any such plans and action, accommodate concerns of local elected officials when directly affected, allow review of Federal programs in another State which may affect this State by their implementation; and

WHEREAS, the State of Arizona has the authority to request and implement the process necessary to bring the federal agencies into compliance with the above referenced Presidential Executive Orders; and

WHEREAS, the President is relying on the local process to foster an intergovernmental partnership and a strengthened federalism through these orders; and specifically authorizes state delegation to local elected officials the review, coordination, and communication with federal agencies; and

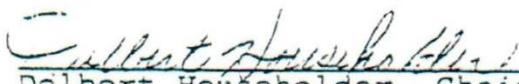
NOW THEREFORE BE IT RESOLVED, the above signed counties request the State of Arizona to assist in developing a process which will implement P.E.O. 12372 and P.E.O. 12416 to maintain an effective clearing house process of Federal plans which affect the custom, cultures and economic well being of the governmental entities involved and we request the Governor delegate county and municipal elected officials the review, coordination and communication with Federal agencies.

  
\_\_\_\_\_  
Joe Shirley Jr., Chairman  
Apache County Board of Supervisors

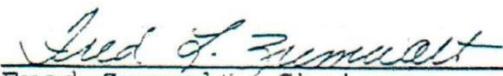
ATTEST:   
\_\_\_\_\_  
Clarence Bigelow  
Clerk of the Board

  
\_\_\_\_\_  
Ror Christensen, Chairman  
Gila County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Daniel Field  
County Manager

  
\_\_\_\_\_  
Delbert Householder, Chairman  
Graham County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
JOE CARTER  
COUNTY MANAGER

  
\_\_\_\_\_  
Fred Zumwalt, Chairman  
Greenlee County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
ROB STOKES  
COUNTY ADMINISTRATOR

  
\_\_\_\_\_  
Perry Deal, Chairman  
Navajo County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Sharon R. Keene  
Clerk of the Board

Exhibit B

PROCEDURES FOR ARIZONA SINGLE POINT OF CONTACT  
REVIEW PROCESS ACCORDING TO PRESIDENTIAL EXECUTIVE ORDER 12372

Policies and Procedures for Arizona's Review Process in Compliance with Presidential Executive Order 12372 (EO 12372)

The Governor's Executive Order 90-21 establishes the Arizona Department of Commerce, State Clearinghouse, as the Single Point of Contact (SPOC) for federal agencies in Arizona.

The Governor's Executive Order 83-6 designates the six Councils of Governments in Arizona as areawide clearinghouses.

Clearinghouse Functions

There are three types of clearinghouses:

1. State Clearinghouse: A state agency with comprehensive planning capacity, designated by the Governor. The SPOC for the Federal agency to respond to the concerns of the State and the Governor.
2. Metropolitan Clearinghouse: A metropolitan areawide agency recognized as such by the Office of Management and Budget for the purposes of Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.
3. Regional Clearinghouse: A non-metropolitan areawide agency with general planning capability, designated by the Governor.
4. County Official Reviewers (COR): Five counties, Apache, Gila, Graham, Greenlee, and Navajo Counties, have entered into an agreement to act as County Official Reviewers (COR) for the explicate review of direct federal projects for the U.S. Department of Agriculture and its respective agencies which include the Forest Service, Soil Conservation Service and Farmers Home Administration, U.S. Department of Interior and its respective agencies which include Bureau of Land Management, Park Service and U.S. Fish and Wildlife, U.S. Department of the Interior and its respective agencies which include Bureau of Land Management, Park Service and U.S. Fish and Wildlife affecting their areas. The County Official Reviewers will attend scoping meetings, receive direct federal notices from the SPOC (or federal agency if an agreement between the counties and a federal agency have been entered into agreeing to also send notices to them), and attend the meetings in the early stages for the purpose of review and assuring the consistency of the proposed activity to be in the best interest and development of their counties. The COR will work with their regional clearinghouses and transmit their comments to the regional clearinghouse and also ~~the~~ State Clearinghouse.

**The COR may enter into a Memorandum of Understanding with the regional clearinghouse and/or the federal agency, however, all comments must be submitted to the State Clearinghouse to insure the accommodate or explain clause of the EO 12372.**

The function of these clearinghouses is to identify the relationship of any project to the plans and programs of state or local governments and agencies. To accomplish this function, the state clearinghouse examines the project from the standpoint of state comprehensive planning and also forwards a copy of the notification to any state agencies having plans or programs that might be affected. The regional or metropolitan clearinghouse will, similarly, contact specific local governments and agencies which might be affected. Comments from the state or local agencies will be sent back to the clearinghouses. This information is then

used to coordinate the proposal with other plans and programs. The reviews by the different types of clearinghouses are conducted simultaneously. All comments are then returned to the State Clearinghouse to be forward to the Federal agency.

The rules, policies and Memorandum of Understanding (MOU) are found in the Clearinghouse Procedure Manual.

### Intergovernmental Review Process:

#### 1. Purpose:

The general purpose of the Intergovernmental Review Process is to:

- . avoid duplication of effort in the use of federal funds
- . insure compliance with federal and State statutes, and State and local plans
- . carry out the policies of the Governor
- . "early warning system" to facilitate coordination of state, regional, and local planning and development.

#### 2. Distribution of Grant-in-Aid Programs

Applicants applying for federal assistance must submit their application to the clearinghouse, if required by EO 12372 or they are a State agency, to the SPOC prior to submittal to the Federal agency. The project will be distributed to the areawide clearinghouses and State agencies if major to their area.

A Bi-Weekly report is sent to the areawide clearinghouses, legislature, State agencies, and other official reviewers. This allows the reviewer to choose the type of application they wish to review, major or minor to their area.

All comments must be returned to the SPOC. The response is sent to the Federal agency with the State process recommendation based upon the results of the review.

Projects are reviewed for:

1. Is project consistent with your agency goals and objectives?
2. Does project contribute to statewide and/or areawide goals and objectives of which you are familiar?
3. Overlap or duplication with other state agency or local responsibilities and/or goals and objectives?
4. Will project have an adverse effect on existing programs in your agency or within project impact area?
5. Does project violate any rules or regulations of your impact area?
6. Does project adequately address the intended effects on target population?
7. Is project in accord with existing applicable laws, rules or

regulation with which you are familiar?

8. Any other comments you wish to make in addition and/or expand on any of the above.

If a problem arises, a conference would be called by the reviewer and the applicant or the federal agency would be ask to attend the meeting and try to resolve the conflict of interest. The Clearinghouse would act as the chairperson and the problem(s) would be discussed and hopefully resolved, if not, a State process recommendation letter would be transmitted to the Federal agency triggering the "accommodate or explain" procedure.

The Clearinghouse also reviews NEPA programs separate from the E.O. 12372.

Direct Federal Development Programs:

1. Must notify SPOC when the planning or decision making process begins on a program or activity covered by the new process. In addition, the Federal agency has the responsibility to notify the SPOC of proposed actions considered to have an interstate impact.
2. Inform sub-units of the agency about the state process, and assign these units responsibilities to insure that the process is carried out.
3. Encourage the applicant to comply with all provisions of the state process.
4. Send NEPA mandated scoping notices, planning documents, environmental statements and decision notices to the SPOC.
5. Send "non-accommodation" notices to the SPOC. In addition, when the SPOC transmits substantial comments on a project, and the federal agency's decision notice to the single point.
6. Ask to participate in meetings chaired by the SPOC to discuss and resolve "non-accommodated" issues.
7. Negotiate agreements with the SPOC and selected reviewing agencies to implement the new consultation and review process.

The State Clearinghouse may negotiate and sign Memorandum of Understanding or cooperative agreements with Federal agencies to emphasize, strengthen, or supplement existing comment procedures. This option exists primarily for major, direct Federal development activities. However, memorandum of understanding or cooperative agreements may also be negotiated for Federal assistance programs or other projects of major importance to the state in order to assure effective coordination and that state viewpoints are taken into account early in the Federal planning process.

The Federal agency allows for a 60 day review, however, we take 30 days for grant-in-aid projects, 45 days for State plans and direct federal projects. This allows for time to negotiate if a problem should arise.

Exhibit C

**BYLAWS  
EASTERN ARIZONA COUNTIES ORGANIZATION**

**ARTICLE I  
Name and Definitions**

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO). The membership in ECO is composed of Apache, Gila, Graham, Greenlee and Navajo, Arizona Counties.

Section 2. Definitions. This section to be reserved for future use.

**ARTICLE II  
Statement of Purpose**

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372* (Exhibit A) and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

**ARTICLE III  
Board of Directors**

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement (Exhibit B), these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of 10 Directors. Each County shall appoint two directors; one shall be a member of each County's Board of Supervisors, and one shall be another person appointed by each County.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual County Board of Supervisors.

Section 4. Voting. Each member County has one vote which will be cast by the Supervisor member when in attendance. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chairman.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chairman or of any five Directors. Any place within the State of Arizona may be designated by the calling authority as the place for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each member County not less than twenty-four (24) hours prior to the meeting.

#### **ARTICLE IV Officers**

Section 1. Board of Directors. The Officers shall consist of a Chairman, Vice Chairman, and Secretary/Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each officer of the Board of Directors shall serve for a period of one year or until his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chairman. The Chairman shall preside at all meetings of the Board of Directors of ECO. He shall perform the usual duties of the Chairman and may speak for and on behalf of the organization when so instructed by the Board. The Chairman, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. He may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general, he shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chairman. In the absence of the Chairman, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chairman. A Vice Chairman shall perform such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. He shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent.

## ARTICLE V

### Contract, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent.

Section 3. Funds Any funds which may come in this organization or be subject to its control, for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each member County to be binding on it.

## ARTICLE VI

### Amendment to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer, by mail, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

**ARTICLE VII**  
**General Provisions**

Conduct of Meetings. The procedures of *Robert's Rules of Order* shall be used to conduct all meetings.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION AND IN CONJUNCTION WITH THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ON THE DATE INDICATED BELOW.

  
\_\_\_\_\_  
Apache County

9/21/93  
Date

  
\_\_\_\_\_  
Gila County

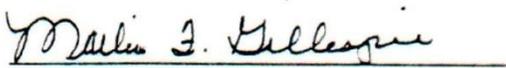
10/15/93  
Date

  
\_\_\_\_\_  
Graham County

11-13-93  
Date

  
\_\_\_\_\_  
Greenlee County

10-27-93  
Date

  
\_\_\_\_\_  
Navajo County

10-19-93  
Date

**Regular BOS Meeting**Meeting Date: 09/01/2015Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library DistrictDepartment: Asst County Manager/Library District Division: Administrative Services

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InformationRequest/Subject

Resolution No. 15-09-04 requesting release of Payments in Lieu of Taxes (PILT) funding for FY 2015 as well as a long-term funding solution for the future.

Background Information

PILT funding is not currently included in the FY 2016 Federal Budget. PILT funding provides assistance to those counties within which federal lands are located but are unavailable for economic development or taxation and upon which the burden for providing vital services falls. Gila County is comprised of 3,069,101 acres of which 57.2% (1,756,339 acres) are held by the federal government, 37.7% (1,158,102 acres) are American Indian tribal lands, and 1% (31,463 acres) are State of Arizona lands, all of which are unavailable as part of the property tax base. This leaves only 4% (123,196 acres) in private (taxable) ownership. The national average PILT payment in Fiscal Year 2014 was \$0.72 per acre, far below the amount federal lands would return through both value based taxation and economic development. \$37 million of the Fiscal Year 2015 payments have yet to be released, placing added financial pressure on Gila County taxpayers. Gila County is required to provide law enforcement, search and rescue, emergency services, road building and maintenance and other community services on, or associated with tax-exempt federal lands. A lack of PILT funding places the large unsustainable burden of providing services on federal lands squarely on the back of Gila County tax payers, while the presence of that federal land creates barriers to further economic opportunities.

Evaluation

By adopting Resolution 15-09-04, the Board of Supervisors is formally requesting the United States Congress to immediately provide full mandatory funding for the PILT program for counties within which Federal lands are located, but are unavailable for economic development or taxation, to assist the counties with the costs of providing vital services -- *law enforcement, search and rescue, emergency services, road construction and maintenance, and other community services* -- upon those Federal lands.

Conclusion

By adopting Resolution 15-09-04, the Board of Supervisors is formally requesting Congress to immediately provide full mandatory funding for the PILT program for counties within which Federal lands are located but unavailable for economic development or taxation and upon which the burden falls for providing vital services.

Recommendation

Staff recommends the adoption of Resolution 15-09-04 requesting the United States Congress to immediately release fiscal year 2015 Payment in Lieu of Taxes funding and provide full mandatory funding for the PILT program for fiscal year 2016 and into the future.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-09-04 respectfully requesting the United States Congress to release the balance of funding for the Payment in Lieu of Taxes (PILT) program for Fiscal Year 2015 without delay, and provide full mandatory funding to the PILT program for Fiscal Year 2016 and into the future. **(Don McDaniel)**

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AttachmentsResolution No. 15-09-04

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**RESOLUTION NO. 15-09-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, RESPECTFULLY REQUESTING THE CONGRESS OF THE UNITED STATES TO IMMEDIATELY PROVIDE FULL MANDATORY FUNDING FOR THE PAYMENT IN LIEU OF TAXES PROGRAM**

**WHEREAS**, the Payment In Lieu of Taxes (PILT) program was established in 1976 to offset costs incurred by counties for services provided to the federal government and to the users of federal lands located within a county; and

**WHEREAS**, Gila County, Arizona is comprised of 3,069,101 acres of which 1,756,339 acres (57.2%) is held by the federal government and unavailable for economic development and not part of the property tax base; and

**WHEREAS**, Gila County also contains 1,158,102 acres (37.7%) of American Indian tribal lands and 31,463 acres (1%) of State of Arizona lands leaving only 123,196 acres (4%) in private (taxable) ownership; and

**WHEREAS**, the national average PILT payment in Fiscal Year 2014 was \$0.72 per acre, far below the amount federal lands would return through both value based taxation and economic development; and

**WHEREAS**, \$37 million of the Fiscal Year 2015 payments have yet to be released, placing added financial pressure on Gila County taxpayers; and

**WHEREAS**, Gila County is required to provide law enforcement, search and rescue, emergency services, road building and maintenance, and other community services on, or associated with tax-exempt federal public lands; and

**WHEREAS**, a lack of PILT funding places the large, unsustainable burden of providing services on federal lands squarely on the back of Gila County tax payers, while the presence of that federal land creates barriers to further economic opportunities; and

**WHEREAS**, failure to provide mandatory PILT funding to Arizona counties in a timely manner will critically impact the budget process and structural solvency of Gila County, and substantially compromise the county's ability to provide essential services;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Gila County hereby respectfully requests that the United States Congress provide full mandatory funding to the PILT program for Fiscal Year 2016 without delay, and work to find a long-term funding solution for the future.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of September 2015, at Globe, Gila County, Arizona

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**Regular BOS Meeting**

Meeting Date: 09/01/2015  
Submitted For: Jacque Griffin, Asst. County Manager/Librarian  
Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library District  
Department: Asst County Manager/Library District      Division: Library District  
Fiscal Year: 2015-2016      Budgeted?: Yes  
Contract Dates July 1, 2015 to June 30, 2016      Grant?: No  
Begin & End:  
Matching Yes      Fund?: Renewal  
Requirement?:

Information

Request/Subject

Approve Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for FY 15/16.

Background Information

The Gila County Library District contracts annually with the eight affiliate public libraries to cooperate in the provision of library services to the citizens of the District. These Library Service Agreements serve as contracts for facilitating funding and resource sharing.

Evaluation

Library funding is based on the aggregate percentages of the four library service measures, from the baseline FY 2012, along with a base amount for each of the community libraries. This year's funding totals are as follows:

- Globe Public Library - \$113,600.00
- Hayden Public Library - \$49,600.00
- Isabelle Hunt Memorial Public Library (Pine) - \$108,400.00
- Miami Memorial Public Library -\$54,400.00
- Payson Public Library - \$230,400.00
- San Carlos Public Library - \$33,600.00
- Tonto Basin Public Library - \$70,000.00
- Young Public Library - \$57,600.00.

The Library District will distribute these amounts in two installments -- the first in November 2015, and the second in May 2016.

Conclusion

Approval of the FY 15/16 Library Service Agreements will facilitate funding and resource sharing with the affiliate libraries of the Gila County Library District.

Recommendation

The Gila County District Librarian recommends approval of the FY 15/16 Library Service Agreements between the Gila County Library District and City of Globe, Town of Hayden, Isabelle Hunt Memorial Public Library, Town of Miami, Town of Payson, San Carlos Apache Tribe, Tonto Basin Public Library, and Young Public Library.

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 Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for the period July 1, 2015, to June 30, 2016. **(Jacque Griffin)**

Attachments

- Globe
- Hayden
- Isabelle Hune-Pine

Miami

Payson

San Carlos

Tonto Basin

Young

Approval as to Form

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**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the City of Globe, hereinafter referred to as the "CITY," and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the CITY recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the CITY operates and maintains a library and it is the desire of the CITY to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating CITIES.

NOW THEREFORE IT IS AGREED by and between the District and the CITY as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the CITY, are the property of the CITY.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the CITY remain the sole responsibility of the CITY.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers, provided, however, that the indemnitor shall have no obligation to indemnify the indemnitee for the indemnitor's passive negligence.

For purposes of workers' compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section, Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

5. The CITY agrees to the following conditions:
  - A. The CITY shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the CITY's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The CITY shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
  - C. The CITY shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
  - D. The CITY shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the CITY library.
  - E. The CITY agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the CITY.
  - F. The CITY's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The CITY gives the District permission to apply for E-Rate on the CITY's behalf. The CITY agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
  - G. The CITY shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

H. CITY library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Legal Arizona Workers Act Compliance

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

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

Any breach of the City'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 the City 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, the City 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.

The City shall advise each subcontractor of District'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 District 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 the City.

6. The District will provide the following benefits and support services to the library:

A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

- C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.
7. The CITY and the District acknowledge that the services performed have a value to the District and the CITY. In consideration of that value, the District agrees:
- A. To fund the CITY for library services, in the total amount of **\$113,600.00** for fiscal year 2016.
  - B. To distribute this amount in two installments, in November 2015 and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the CITY agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the CITY. Conversely, the Library District agrees to deliver to the CITY library, by the date of termination, any books, materials, and equipment belonging to the CITY library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the CITY library any books, materials and equipment belonging to the CITY library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association

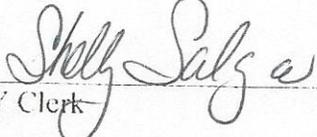
and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CITY  
  
\_\_\_\_\_  
Mayor

GILA COUNTY LIBRARY DISTRICT  
\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

  
\_\_\_\_\_  
CITY Clerk

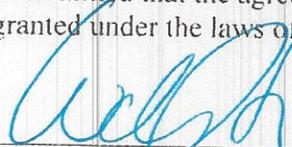
ATTEST:

\_\_\_\_\_  
Clerk of the Board

8-11-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the CITY, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the CITY.

  
\_\_\_\_\_  
CITY Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

\_\_\_\_\_  
Deputy County Attorney/Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Hayden, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.
5. The TOWN agrees to the following conditions:

- A. The TOWN shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
- B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
- C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
- D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.
- E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.
- F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN gives the District permission to apply for E-Rate on the TOWN's behalf. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
- G. The TOWN shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
- I. Legal Arizona Workers Act Compliance

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

The District shall have the right at any time to inspect the books and records of the TOWN and any subcontractor in order to verify such party's

compliance with the State and Federal Immigration Laws.

Any breach of TOWN'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 the TOWN 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, the TOWN 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.

The TOWN shall advise each subcontractor of District'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 District 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."

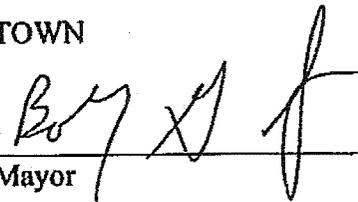
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the TOWN.

6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:
  - A. To fund the TOWN for library services, in the total amount of **\$49,600.00** for fiscal year 2016.
  - B. To distribute this amount in two installments, in November 2015 and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

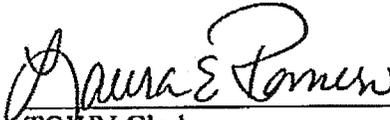
TOWN

  
\_\_\_\_\_  
Mayor

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

  
\_\_\_\_\_  
TOWN Clerk

ATTEST:

\_\_\_\_\_  
Clerk of the Board

8-12-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

  
\_\_\_\_\_  
TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the ISABELLE HUNT MEMORIAL PUBLIC LIBRARY, INC., hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board gives the District permission to apply for E-Rate on the Board's behalf. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

- I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board 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.

The Board shall advise each subcontractor of District'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 District 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 the Board.

6. The District will provide the following benefits and support services to the library:

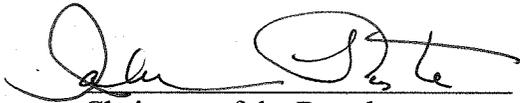
- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed **\$108,400.00** for library services, for fiscal year 2016.
  - B. To distribute this amount in two installments, November 2015, and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board.

Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

ISABELLE HUNT MEMORIAL  
PUBLIC LIBRARY, INC.

GILA COUNTY LIBRARY DISTRICT

  
Chairman of the Board

Chairman, Board of Directors

ATTEST:

ATTEST:

  
Secretary of the Board

Clerk of the Board

7.15.15  
Date

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Miami, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.
5. The TOWN agrees to the following conditions:

- A. The TOWN shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
- B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
- C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
- D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.
- E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.
- F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN gives the District permission to apply for E-Rate on the TOWN's behalf. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
- G. The TOWN shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Legal Arizona Workers Act Compliance

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

The District shall have the right at any time to inspect the books and records of the TOWN and any subcontractor in order to verify such party's

compliance with the State and Federal Immigration Laws.

Any breach of TOWN'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 the TOWN 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, the TOWN 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.

The TOWN shall advise each subcontractor of District'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 District 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 the TOWN.

6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:
  - A. To fund the TOWN for library services, in the total amount of **\$54,400.00** for fiscal year 2016.
  - B. To distribute this amount in two installments, in November 2015 and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF MIAMI

GILA COUNTY LIBRARY DISTRICT

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

  
\_\_\_\_\_  
TOWN Clerk

\_\_\_\_\_  
Clerk of the Board

7-28-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

  
\_\_\_\_\_  
TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Payson, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.
5. The TOWN agrees to the following conditions:

- A. The TOWN shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
- B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
- C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
- D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.
- E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.
- F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN gives the District permission to apply for E-Rate on the TOWN's behalf. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
- G. The TOWN shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.
- I. Legal Arizona Workers Act Compliance

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

The District shall have the right at any time to inspect the books and records of the TOWN and any subcontractor in order to verify such party's

compliance with the State and Federal Immigration Laws.

Any breach of TOWN'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 the TOWN 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, the TOWN 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.

The TOWN shall advise each subcontractor of District'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 District 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 the TOWN.

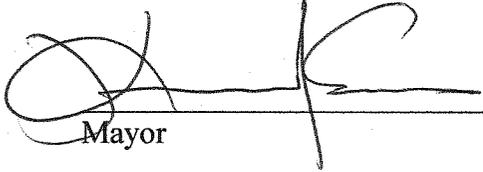
6. The District will provide the following benefits and support services to the library:
  - A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:
  - A. To fund the TOWN for library services, in the total amount of **\$230,400.00** for fiscal year 2016.
  - B. To distribute this amount in two installments, in November 2015 and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.
12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN

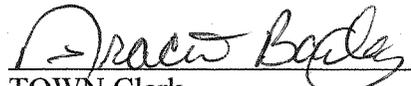
GILA COUNTY LIBRARY DISTRICT

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

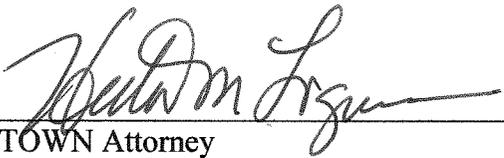
  
\_\_\_\_\_  
For TOWN Clerk  
Chief Deputy Town Clerk

\_\_\_\_\_  
Clerk of the Board

7-24-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

  
\_\_\_\_\_  
TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

LIBRARY SERVICE AGREEMENT  
BETWEEN  
GILA COUNTY LIBRARY DISTRICT  
AND  
SAN CARLOS APACHE TRIBE

**JULY 1, 2015 TO JUNE 30, 2016**

This Library Service Agreement (the "Agreement") is entered into between the GILA COUNTY BOARD OF SUPERVISORS acting as the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe," and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the San Carlos Apache Tribe is a federally recognized tribe organized pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378);

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Tribe recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Tribe operates and maintains a public library (the "Tribe's Library") and it is the desire of the Tribe to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Tribes.

NOW, THEREFORE, IT IS AGREED by and between the District and the Tribe as follows:

1. In consideration of District funds received by the Tribe, all citizens of the District shall have full use of the Tribe's library facilities and services.
2. All library materials purchased with District funds by the Tribe shall be the property of the Tribe.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Tribe remain the sole responsibility of the Tribe.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.
5. The Tribe agrees to the following conditions:
  - A. The Tribe shall use the District's funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Tribe's library, pursuant to A.R.S. §48 - 3901 *et seq.* Tribe agrees not to use District's funds for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
  - B. The Tribe, by and through its Library Program, shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.
  - C. The Tribe shall support resource sharing among libraries by participating in intra-library and inter-library as a borrower and lender of library materials.
  - D. The Tribe shall comply with any reasonable conditions or restrictions that the District or another participating library imposes with respect to loans of books, materials, or equipment to the Tribe's Library.
  - E. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.
  - F. The Tribe's decision to participate in the countywide online system is evidenced by the authorized signature(s) on this Agreement and the resolution of the Tribal Council of the Tribe providing such authorization, as attached and incorporated by this reference. This Agreement shall not be valid without the authorization of the Tribal Council in the form of its resolution. The Tribe gives the District permission to apply for E-Rate on the Tribe's behalf. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan

of supplementary Library District materials, if applicable, and other online functions as may be implemented.

- G. The Tribe shall ensure that the Tribe's Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be provided by, and coordinated through the District.
- H. Tribe agrees that its library staff shall attend and participate in at least three of the four quarterly countywide librarians meetings each year.

**I. Arizona Workers Act Compliance**

The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws if applicable to Tribe's employment of its employees, and with the requirements of A.R.S. 23-214 (A), if applicable (together the "State and Federal Immigration Laws"). The Tribe further agrees not to subcontract any of the services provided by the Tribe's Library.

- 6. The District will provide the following benefits and support services to the Tribe's library:
  - A. The Tribe may participate in the countywide online system, subject to conditions specified in this Agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. The District shall ensure continuous operation of and access to the online system, notifying the Tribe's library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. The District shall further provide the Tribe's library with:
    - (1) Coordination of countywide library development;
    - (2) Continuing education opportunities for staff and volunteers;
    - (3) Regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff; and
    - (4) Professional assistance and consultation services.

7. The Tribe and the District acknowledge that the library services performed have a value to the District and the Tribe. In consideration of that value, the District agrees to:
  - A. Fund library services, in the amount of **\$33,600.00** for Fiscal Year 2016;
  - B. Distribute this amount to the Tribe in two installments, in November 2015 and May 2016;
8. This Agreement may be renewed from year to year by mutual agreement of the parties involved.
9. Upon reasonable notice, the District shall have the right at any time to inspect the books and records of Tribe' and any subcontractor.
10. Any breach of Tribe'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 Agreement subjecting Tribe to penalties up to and including suspension or termination of this Agreement.
11. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the Tribe.
12. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
13. This Agreement may be canceled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.
14. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Tribe agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Tribe. Conversely, the Library District agrees to deliver to the Tribe's Library, by the date of termination, any books, materials, and equipment belonging to the Tribe's Library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Tribe library any books, materials and equipment belonging to the Tribe's Library which had been entrusted to the possession or control of another participating library.

15. In the event of a dispute under this Agreement, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal. In the event that such dispute, controversy, claim, or cause of action ("Dispute") arising out of or related to this Agreement cannot be settled, the Dispute may, but in no event need, be settled by submission with the consent of both parties to binding arbitration. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to this Agreement, nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.
16. The provisions of this section shall govern and control this Agreement where such provisions are in conflict with any other provision of the Agreement.
17. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SAN CARLOS APACHE TRIBE

GILA COUNTY BOARD OF SUPERVISORS  
As the: GILA COUNTY LIBRARY  
DISTRICT



Terry Rambler  
Chairman

Chairman, Board of Directors

ATTEST:

ATTEST:



Tribal Council Secretary

Clerk of the Board

07/28/2015

Date

Date

The foregoing Agreement has been reviewed by the undersigned attorney for the Tribe, who has determined that the agreement is in proper form and is within the powers and authority of the Tribe.

  
\_\_\_\_\_  
Attorney for San Carlos Apache Tribe

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the TONTO BASIN PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board gives the District permission to apply for E-Rate on the Board's behalf. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

- I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board 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.

The Board shall advise each subcontractor of District'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 District 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 the Board.

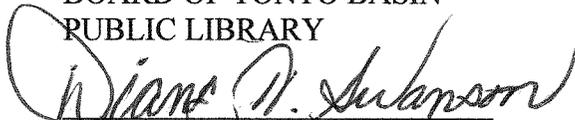
- 6. The District will provide the following benefits and support services to the library:

- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed **\$70,000.00** for library services, for fiscal year 2016.
  - B. To distribute this amount in two installments, November 2015, and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board.

Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

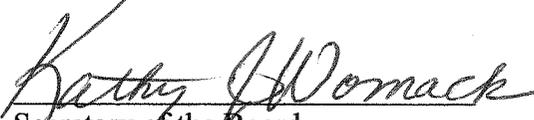
BOARD OF TONTO BASIN  
PUBLIC LIBRARY

  
Chairman of the Board

GILA COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

  
Secretary of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

7-15-15  
Date

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT  
JULY 1, 2015 TO JUNE 30, 2016**

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the PLEASANT VALLEY COMMUNITY LIBRARY BOARD OF THE YOUNG PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2015 to June 30, 2016.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.
2. All library materials purchased with District funds by the Board, are the property of the Board.
3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.
4. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are

caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, official agents, employees or volunteers.

5. The Board agrees to the following conditions:
  - A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.
  - B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.
  - C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
  - D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.
  - E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.
  - F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.
  - G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.
  - H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board gives the District permission to apply for E-Rate on the Board's behalf. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

- I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.
- J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board 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.

The Board shall advise each subcontractor of District'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 District 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 the Board.

6. The District will provide the following benefits and support services to the library:

- A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
  - B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
  - C. Provide internet access (connectivity) for both library staff and public computers
  - D. Coordination of countywide library development.
  - E. Continuing education opportunities for staff and volunteers.
  - F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.
  - G. Professional assistance and consultation services.
7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:
- A. To pay the Board an amount not to exceed **\$57,600.00** for library services, for fiscal year 2016.
  - B. To distribute this amount in two installments, November 2015, and May 2016.
8. This agreement may be renewed from year to year by mutual agreement of the parties involved.
9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.
11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board.

Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

PLEASANT VALLEY COMMUNITY  
LIBRARY BOARD

GILA COUNTY LIBRARY DISTRICT

Polly A. Hageman  
Chairman of the Board

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

Ardrey Moniz  
Secretary of the Board

\_\_\_\_\_  
Clerk of the Board

8/19/15  
Date

\_\_\_\_\_  
Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



## *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**

<u>Meeting Date:</u>	09/01/2015		
<u>Submitted For:</u>	Jacque Griffin, Asst. County Manager/Librarian		
<u>Submitted By:</u>	Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District		
<u>Department:</u>	Asst County Manager/Library District	<u>Division:</u>	Library District
<u>Fiscal Year:</u>	2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	7/1/2015 6/30/2016	<u>Grant?:</u>	Yes
<u>Begin &amp; End:</u>			
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

State Grants-in-Aid Application 2016 for the Gila County Library District

Background Information

State Grants-in-Aid (SGIA) is a recurring grant from the Arizona State Library Archives and Public Records provided to county library districts and large municipal libraries. The funding comes from the State of Arizona to benefit libraries throughout Arizona. This grant money is to be used for programming, supplies, equipment, training, and materials and cannot be used for salaries or as match money for other grants.

Evaluation

The Gila County Library District will be using the SGIA 2016 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 30% or \$7,000

We use these funds in various ways to supplement our services to the eight affiliate libraries.

Part of SGIA funds are earmarked for conferences to encourage networking with other library peers, travel and training opportunities, both for the district staff, and staff at the eight libraries. We will continue to provide materials, (books, electronic resources) as well as marketing/promotional material for the electronic resources. The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR \$16,000

Each library in the District will be allocated \$2,000 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Conclusion

The SGIA grant provides for programming, supplies, training, and equipment that benefit library services in all of Gila County, and is a valued grant.

Recommendation

The District recommends that the County apply for SGIA 2016 to enhance needed services, materials, resources and supplies for the library patrons of Gila County.

Suggested Motion

Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2016 in the amount of \$23,000 designated to Gila County for the period July 1, 2015, through June 30, 2016.

**(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and convene as the Gila County Board of Deposit.)**

Attachments

SGIA 2016 Application

SGIA 2016 Certification

Award Letter SGIA 2016

SGIA FAQs

Resource Attainment Policy State Library

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**SGIA 2016**

**Contact Information**

<b>Library Information</b>		
Library Name Gila County Library District		
Address 1400 E Ash Street		
City Globe	State AZ	Postal Code 85501
Library Director/Manager Information		
First Name Jacque	Last Name Griffin	
Office Phone 9284028770	Office Fax 9284253632	
E-mail jgriffin@gilacountyaz.gov		

<b>Project Contact</b>		
Same as Library Director Yes		
First Name Jacque	Last Name Griffin	
Office Phone 9284028770	Office Fax 9284253632	
E-mail jgriffin@gilacountyaz.gov		

Legal Administrator Contact (if different from Project Contact)	
First Name	Last Name
Office Phone	Office Fax
E-mail	

### Project Information

Enter SGIA 2016 Amount Awarded  
23,000.00

**Project Narrative**

The Gila County Library District will be using the SGIA 2016 monies to provide training, travel, collection development and special projects throughout the district. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

For the District as a Whole: \$7,000.00 (30%)

We will use these funds in various ways to supplement our services to the eight affiliate libraries. We will provide travel and training opportunities for district staff, as well as staff at the eight affiliate libraries. We will provide library materials (books, electronic resources) as well as promotional/marketing material for the electronic resources. The District will again bulk purchase Movie Licensing USA for the eight libraries to comply with copyright laws.

For the Individual libraries: 16,000 (70%). Each library will receive \$2,000 to be spent on programs, projects or materials that the local librarian has determined that is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development, supplies, equipment or furniture, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are varied. The common thread is that they all have needs that their regular budgets do not cover.

Salaries and Benefits

Salaries and Benefits local match  
43,800.00

Total Salary and Benefits  


Consultant Fees	Consultant Fees local match	Total Consultant
		0 
Travel 3,500.00	Travel local match	Total Travel 
Equipment 6,600.00	Equipment local match	Total Equipment 
Supplies and Materials 7,000.00	Supplies and Materials local	Total Supplies and Materials 
Services 5,900.00	Services local match	Total Services 
Total Grant Budget 	Total Local Budget 	Total Budget 

**Budget Justification**

The Gila County Library District will be using the SGIA 2016 monies to provide training, travel, collection development and special projects throughout the district. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

**Certification**

**To complete your application**

please fill out the certification form, print it, sign it and mail to:

Arizona State Library  
1101 W. Washington St.  
Phoenix, AZ 85007.

**Note: For project name, use SGIA 2016**

**[Click here to open the certification form](#)**

# Certification of Application

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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:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Authorizing Official's Name:** \_\_\_\_\_

**Authorizing Official's Title:** \_\_\_\_\_

---

Authorizing Official Signature for Library

Date

**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

---

Date Received



**ARIZONA STATE  
LIBRARY, ARCHIVES AND  
PUBLIC RECORDS**  
A DIVISION OF THE ARIZONA SECRETARY OF STATE



**Award Notification for State Grants-in-Aid**

<b>Library Name &amp; Address:</b> Gila County Library District 1400 E. Ash Globe, AZ 85501-1414		<b>State Project Number:</b> SGIA 16-A-04	
<b>Project Name:</b> SGIA 2016		<b>Project Manager:</b> Jacque Griffin	
<b>Program Information:</b> <a href="http://www.azlibrary.gov/libdev/funding/sgia">http://www.azlibrary.gov/libdev/funding/sgia</a>		<b>Amount Awarded:</b> \$23000	
<b>Period of Performance:</b> July 1, 2015 to June 30, 2016		<b>Final Report Due:</b> July 31, 2016	
<b>Contact for LSTA grant questions:</b> Janet "Jaime" Ball, Grants Consultant	<b>Phone:</b> 602-926-3365	<b>Email:</b> jball@azlibrary.gov	

When possible, please acknowledge SGIA as follows:

*This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.*

  
\_\_\_\_\_  
Joan Clark, State Librarian & Director

8/5/2015  
\_\_\_\_\_  
Date

# State Grants-in-Aid (SGIA)

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## What is SGIA?

In 1981, the Arizona legislature developed State Grants-in-Aid (SGIA) to help Arizona libraries meet the information needs of Arizona residents. SGIA provides limited construction funding to public libraries, and annual awards to county library districts and to cities with populations of 100,000 or more.

## Who Qualifies?

In order to qualify for SGIA, libraries must:

- Be organized as a governmental unit or a non-profit organization.
- Agree to the [Arizona State Library Resource Access and Attainment Policy](#).
- Provide library services free of charge to all residents within the library area.
- Be open to the public on a regular basis with regular, posted hours.
- Be in good standing with the State Library by submitting library statistics and all other reports in a complete, accurate and timely manner.
- Adhere to any requirements specified in the Arizona Revised Statutes, including but not limited to ARS 9-411 through 9-420 (Cities and Towns/Public Libraries); ARS 11-901 through 11-914 (Counties/Public Libraries); and ARS 34-502 (Computer Access/Harmful to Minors).

## How Can Funds Be Used?

- State funds will be used for library services county or citywide. Funds will not be used for indirect or administrative costs.
- County/city will expend no less than the amount of state grants-in-aid awarded in the same fiscal year for county/citywide library services. SGIA requires a dollar-for-dollar cash match. State money may not be substituted for local match.
- The recipient agrees to submit a final report, which includes a narrative, budget and certification.

From Arizona State Library Website at:

<http://www.azlibrary.gov/libdev/funding/sgia>

# Arizona State Library Resource Access and Attainment Policy

July 1, 2013

The Arizona State Library, Archives and Public Records is committed to working with public, academic, school and special libraries to help all Arizonans find information they need and want, and to attain material needed for that information.

The State Library does this through:

- 1) Funding for FirstSearch WorldCat, and Unlimited ILL for Arizona public libraries, to facilitate the sharing of resources among libraries.
- 2) Support, with county library districts, of statewide databases on a broad range of topics available to all Arizonans and to all public and K-12 public and charter school libraries at no cost. Materials include both full-text and bibliographic sources.
- 4) Support of pilot projects allowing libraries to test new technologies to meet patrons' needs, such as e-readers, and alternative means, such as purchase-on-demand.
- 5) Training for library staff members on reference services, including helping patrons find materials through virtual services.

## **Arizona Resource Access and Attainment Policy (AzRAP) for Public Libraries Agreement:**

Receive:

- Access to FirstSearch WorldCat;
- Worldcat Resource Sharing Subscription (public libraries).

Agree To:

- Work with patrons, at no charge, to locate materials.
- Provide specific information on attaining material. Patrons may be offered several options to attain material including: patron purchase of low-cost materials; library purchase of materials; database and web sources; and inter-library loan (ILL).
- When materials can only be attained through ILL, offer to secure the loan for the patron. With prior notice to patrons, postage costs for materials sent to any and from any library will be capped at \$6 per item, and fees charged by non-Arizona public, regent or community college libraries, may be passed on to the patron; no other fees or charges may be passed on to the patron. Libraries may limit ILL requests to six per patron at any one time and may limit requests to print materials published more than one year ago; not currently on a nationally recognized best-seller list; or not needed by the library's own patrons. The sharing of circulating non-print materials is encouraged, but not required.
- Write and publish a detailed Resource Access and Attainment Policy, and provide an electronic copy to the Arizona State Library each time the policy is updated.

## **Arizona Resource Access and Attainment Policy (AzRAP) for Regents and Community Colleges:**

### Receive:

- Access to FirstSearch Worldcat to all regent and community college members.

### Agree To:

- ILL materials to other Arizona public, regent or community college members, with postage charges capped at \$6 per item.
- Write and publish a detailed Resource Access and Attainment Policy, and provide an electronic copy to the Arizona State Library each time the policy is updated.

## **SGIA and LSTA**

All county and municipal library systems receiving regular SGIA allotments must be AzRAP compliant. All public libraries applying for LSTA must be AzRAP compliant. To be eligible for LSTA competitive grants, any type of library must be AzRAP compliant.

**ARF-3323**

**Regular Agenda Item 4. F.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2017      Budgeted?: Yes

Contract Dates 7-1-15 to      Grant?: No

Begin & End: 6-30-17

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approve Amendment No. 1 to Contract No. 011312-1 Primary Banking Service with JPMorgan Chase Bank, N.A.

Background Information

In April 2012, Gila County issued Invitation for Proposals No. 011312-1 for Primary Banking Service for the County Treasurer. Three qualified banking institutions submitted proposals. At the June 5, 2012, Board of Supervisors' regular meeting, the Gila County Board of Deposit awarded the contract to the lowest, responsible and qualified bidder, JPMorgan Chase Bank, N.A.

Evaluation

Pursuant to the provisions of A.R.S. § 31-325, the Board of Deposit of Gila County did a call for bids to qualified banks to perform the duties of the Gila County Servicing Bank for the period of July 1, 2012, to June 30, 2015, with the option to extend until June 30, 2017.

The contract with JPMorgan Chase Bank, N.A. expires on June 30, 2015. Amendment No. 1 has been issued to allow the Gila County Board of Deposit to exercise the option for the two-year extension, to June 30, 2017.

On June 26, 2014, the State of Arizona Legislature revised the Policies and Procedures under Title 35, Chapter 10 for pooled collateral. This change has been incorporated into the attached Amendment No. 1 to Contract No. 011312-1 Primary Banking Service.

Conclusion

The Gila County Treasurer is pleased with the quality of service and professionalism the County has received from the staff of JPMorgan Chase Bank, N.A. through the term of July 1, 2012, to June 30, 2015, and wishes to exercise the option to renew for two additional years in order to continue with the rates established and agreed to in July 2012.

Recommendation

The Finance Division Director and the Gila County Treasurer recommend that the Board of Supervisors approve Amendment No. 1 to Contract No. 011312-1 to extend the contract term with JPMorgan Chase Bank, N.A. to provide Primary Banking Service for an additional 24 months.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 011312-1 Primary Banking Service with JPMorgan Chase Bank, N.A. to extend the contract term for a two-year period, from July 1, 2015 to June 30, 2017, at the rates established and agreed to pursuant to Contract No. 011312-1. **(Jeff Hessenius and Debora Savage) (Motion to adjourn as the Gila County Board of Deposit and reconvene as the Gila County Board of Supervisors.)**

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Attachments

Amendment No. 1-JPMorgan Chase Bank

Contract 011312-1

Contract continued

Approval as to Form

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**Amendment No. 1 to**

**Primary Banking Service Contract – 011312-1**

THIS AMENDMENT NO. 1 TO THE PRIMARY BANKING SERVICE CONTRACT, 011312-1, (this “**Amendment**”), is dated as of July 1, 2015 (“**Effective Date**”), is entered into by and between Gila County, Arizona (the “**County**”) and JPMorgan Chase Bank, N.A. a national banking association (referred to herein as the “**Contractor**”) and amends that certain Primary Banking Service Contract entered into by and between the County and the Contractor, awarded as of June 5, 2012, for the purchase of banking services for the Gila County Treasurer, inclusive of the specifications described in the County’s RFP #011312-1, issued by the County on April 3, 2012 (the “**RFP**”), and the Contractor’s proposal in response, dated as of May 3, 2012 (collectively, the “**Agreement**”). All capitalized terms, not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, the County and the Contractor desire to extend the term of the Agreement and modify certain other provisions thereof, as more particularly described below,

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and County agree as follows:

**AGREEMENT**

1. The County has elected, and the Contractor has agreed, to extend the term of the Agreement for an additional two (2) year term, expiring June 30, 2017, inclusive.
2. The following provisions shall, as of June 30, 2014, supersede and replace any provisions contained within the Agreement relating to the pledging of collateral to secure the uninsured balances of County’s public funds on deposit with Contractor and any reporting relating thereto: “Contractor’s obligations with respect to the pledging of collateral to secure the uninsured balances of County’s public funds on deposit with the Contractor, and all reporting with respect to such collateral, shall be in compliance with the requirements of Title 35, Chapter 10, of the Arizona Revised Statutes, and such rules as have been adopted by the Administrator of the collateral pool contemplated thereby or the Treasurer of the State of Arizona under authority of such statutes, in each case as amended from time to time.”
3. Except as specifically modified herein, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, three (3) identical counterparts of this Amendment No. 1 to Contract No. 011312-1, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY**

**CONTRACTOR**

**BOARD OF DEPOSIT**

**JP MORGAN CHASE BANK NA**

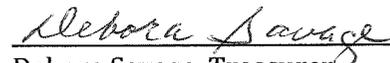
\_\_\_\_\_  
Michael A. Pastor, Chairman Board of Deposit

  
Authorized Signature

\_\_\_\_\_  
Date

  
Print Name

**GILA COUNTY TREASURER**

  
\_\_\_\_\_  
Debora Savage, Treasurer

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**GILA COUNTY**

**REQUEST FOR PROPOSALS  
011312-1**

**PRIMARY BANKING SERVICE**

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



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

**\*COUNTY MANAGER\***  
Don E. McDaniel Jr.



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF REQUEST FOR PROPOSALS**

**1400 East Ash Street  
Globe, Arizona  
85501**

**SOLICITATION NUMBER  
011312-1**

**BID DUE DATE:** May 3, 2012 **TIME:** 3:00 PM

**DESCRIPTION:** Primary Banking Service

**PRE-BID CONFERENCE:** Not Applicable

**Bid Submittal Location:** Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501

**Bid Opening Location:** Gila County Board Conference Room #257, 2<sup>nd</sup> Floor  
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Request for Proposals for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Interested Offerors may obtain a copy of the solicitation from the Gila County Procurement Group by calling (928)402-8612. Information concerning the solicitation can also be found on the Procurement web site at [www.gilacountyaz.gov/purchasing/BidRequest](http://www.gilacountyaz.gov/purchasing/BidRequest). Request for submittals after the specified date and time shall not be considered.

Additional instructions for preparing a bid are provided on pages 12-13, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: *April 11, 2012 and April 18, 2012*

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Treasurer  
Type of Contract: Term  
Term of Contract: 36 Months  
Phone Number: 928-402-8612

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

Date: 4/3/12

Signed:   
Bryan B. Chambers, Chief Deputy County Attorney

Date: 4 3 12

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## INTRODUCTION

### General Information

Gila County is located in central Arizona. The southern border is along the Gila River, the namesake for the County.

The County has an area of 4,800 square miles. Gila County has both desert areas and mountain areas within its borders. Over half of the land is owned by the U.S. Forest Service and 37% is owned by the Apache Indian Nation.

There are four main areas of economy in the County. They are ranching, tourism, recreation, and copper production. The main emphasis, though, is for the raising of livestock. All of Gila County is an Enterprise Zone.

Main attractions of Gila County include: the Salt River Canyon, Tonto National Monument, Coolidge Dam, Roosevelt Dam and lake.

The County seat is located in Globe, Arizona. Gila County has a population currently estimated at 54,000. For detailed information on Gila County, go to: <http://www.gilacountyaz.gov>.

### Gila County Cities and Towns (\*Incorporated Areas):

- Bear Flat
- Canyon Day
- Carrizo
- Cedar Creek
- Central Heights
- Claypool
- Copper Hill
- Cutter
- Flowing Springs
- Freedom Acres
- Gisela
- Globe\*
- Hayden\*
- Jakes Corner
- Kohls Ranch
- Mesa Del Caballo
- Miami\*
- Midland City
- Oxbow Estates
- Payson\*
- Peridot
- Pinal
- Pine
- Roosevelt
- Rye
- San Carlos
- Star Valley\*
- Strawberry
- Tonto Basin
- Tonto Village
- Top-of-the-World
- Washington Park
- Whispering Pines
- Winkelman\*
- Young

The Gila County Board of Supervisors is designated as the sole contracting authority for the management of Primary Banking Services for all Gila County departments/divisions.

## SCOPE OF SERVICE

The intent of this Request for Proposals (RFP) is to seek proposals from qualified bank(s) to provide for Gila County's Primary Banking Service. The successful Offeror shall have the ability, and capacity, to provide innovative banking and investment services for all funds not restricted by law or bond covenants.

The County's main objectives are to:

1. Obtain comprehensive banking services.
2. Minimize the cost of banking services to the taxpayers of Gila County.
3. Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.

The County reserves the right to eliminate any individual service contained within the RFP for reasons such as, but not limited to: *determination that the fees assessed for providing a category of service are excessive, or that the service can be performed in-house at no additional cost.*

### Minimum Qualifications

In order to be eligible to respond to this RFP, responding banks must meet the following minimum qualifications.

- Authority to offer institutional banking services via charter from either the United States Federal Government or the State of Arizona.
- Institution must be an Arizona State qualified depository for public funds and be in compliance with all Arizona Revised Statutory guidelines or the deposit of public funds by government agencies.
- Be a current member of the Federal Reserve System with access to all Federal Reserve System services.
- Institution must have established local branch offices within Gila County that are able to fulfill the County's banking service needs as specified herein.

### Banking Service Overview

The majority of banking services' activity is conducted under the auspices of the Treasurer's Office acting on behalf of the County's administrative departments, elected officials' offices, such as Sheriff, Recorder, Assessor, school district(s) and limited courts. Currently the Treasurer's Office handles fifteen (15) bank accounts under the Gila County Banking Services umbrella.

With reference to A.R.S. § 11-635, the Servicing Bank shall bid a percentage (less than 10%) on warrants that cannot be paid for lack of funds which will be carried by the bank until called by the County Treasurer.

Offeror's shall consider the Treasurer's requirements when preparing the complete service proposal.

Proposals will be evaluated on the basis of the most complete servicing package offered to Gila County for the services and requirements set forth herein.

All technical questions concerning this proposal request should be directed to Ms. Debora Savage, Gila County Treasurer, at (928)402-8700.

### **Offeror Questionnaire**

Offeror must complete the questionnaire. All questions must be answered; if an Offeror does not provide the service or the question does not pertain to the Offeror, the question must be answered as "N/A" meaning "not applicable". The Offeror must have a reason why the service is not provided or why the question does not pertain to them.

Responder must provide all fee, cost, comparison, payment or credits-related information, and must reference the numbering scheme used in the questionnaire on the Pricing Sheet. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: *<type in all costs associated with a deposit, including an aggregate total for this item>*". This information must be included in Offeror's proposal with the Pricing Sheet in addition to the information requested on the Pricing Sheet.

#### **1. DEPOSITS - Describe bank's services in this category, including:**

- a) Identify any deposit procedures you require, such as a limit on the number checks per deposit.
- b) What method do you have available to allow us to identify the Gila County department or political subdivision making the deposit?
- c) Are there branches located throughout Gila County that can accept deposits from various political subdivisions and Gila County departments? If yes, identify the locations in the county.
- d) Identify all costs associated with a deposit. (*Fees or credits-related information shall be included on your Pricing Sheet.*)
- e) Do you provide for image cash letter processing? If so, what fees are associated including monthly maintenance fees?
- f) Standard return and re-clear processing.
- g) Deposit reconciliation services availability.
- h) Does the bank provide any methods to detect counterfeit currency before it is accepted by the County i.e. cash verifying pens, scanners, etc?

#### **2. CHECK CLEARING**

- a) Identify all costs associated with check clearing on your Pricing Sheet.

#### **3. WARRANT CLEARING**

- a) Can credit be provided to the Treasurer for any missing warrants?
- b) What method do you have available to allow us to identify the political subdivision that issued the warrant?
- c) Can you provide images of paid warrants by political subdivision?
- d) Identify all costs associated with clearing and payment of warrants on Pricing Sheet.

#### **4. RETURNED ITEMS AND STOP PAYMENT**

- a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Gila County Treasurer or any of its political subdivisions.
- b) Can you provide an interface to allow the Treasurer to process stop payments directly into the bank's system? If so, describe the interface.
- c) Identify the time before the stop-pay becomes effective.
- d) Identify all costs associated with clearing and payment of warrants on the Pricing Sheet.
- e) Can you provide a means for returned items to be deposited a second time before the items is returned to the Treasurer for collection?

**5. WIRE TRANSFER SERVICES – Describe the bank’s process, including:**

- a) Ability of County to initiate and monitor wire transfers online.
- b) Ability of County to create and store recurring/repetitive3 wire instruction and templates.
- c) Ability of County to create and store future dated wire instructions.
- d) Security measures for wire initiation and approval.
- e) Same-day credit for incoming wires.
- f) Identify all costs associated with placing an outgoing wire.
- g) Identify all costs associated with receiving an incoming wire.
- h) What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?
- i) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
- j) How soon after wire execution would a confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.
- k) Will the bank look to the funding account if the debit account is a zero balance account?
- l) What steps are you taking to ensure uninterrupted service?
- m) How can the status of wire transfers be tracked by the customer?
- n) Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?
- o) What is the bank’s policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?
- p) At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?
- q) What are procedures and the time limits to effectively cancel a wire?
- r) Describe security measures to protect the validity of wire transfers.
- s) What information is available to identify incoming wires? Are any of these fields available for standardization?

**6. REPORTING SERVICES**

- a) Identify all costs associated with reporting.
- b) Provide a description of the reporting services available on-line.
- c) Required Service: Ability to download daily & monthly DDA activity.
- d) Provide a sample of your statement.

**7. ACH (Automatic Clearing House) Services**

- a) Identify all costs associated with processing ACH transactions.
- b) Identify methods available to transfer ACH files, with complete descriptions and technical requirements, including but not limited to modern and FTP (File Transfer Protocol) process.
- c) What services are available to protect our account from unauthorized ACH debits?
- d) Can the bank selectively accept ACH debits only from originators authorized by us?
- e) Describe the bank’s ACH return process. When will returned funds to be posted to the County’s account?
- f) How do you advise customers of NACHA (National Automated Clearing House Association) rule changes and their impact?
- g) Identify timelines for ACH transactions?
- h) Define reporting available to the County for ACH transactions and other reconciliation tools available.

- i) Identify data available for incoming ACH transactions.
- j) Can the county specify required data to accept an ACH deposit?

**8. ON-LINE BANKING**

- a) Identify available on-line banking services.
- b) Identify controls available with on-line banking.
- c) Can access to on-line services be provided to various sites and users?
- d) Can access to on-line services be restricted to users according to a authorization hierarchy?

**9. TECHNICAL REQUIREMENTS**

- a) If implemented: Lockbox data must be able to be delivered electronically. Describe the method that will be used for lockbox data in a format usable by the County Treasurer on a daily basis.
- b) Provide the methods available to provide images of deposited and paid items, including indexes.
- c) Does the bank provide technical customer support for computer hardware, software and communications problems? If so, what are the hours of operation for technical support?
- d) For file transfers between the bank and County, and between the County and the bank describe acceptable file types (i.e., CSV, Tab Delimited, Fixed Length, etc.).

**10. LOCKBOX SERVICES**

- a) Identify all costs associated with your lockbox services including returned items.
- b) Where is your lockbox service provider located?
- c) Identify the relationship of your lockbox service provider.
- d) Identify key staff responsible for our account and their qualifications.
- e) Identify the technical specifications required for wholesale processing.
- f) Describe your lockbox process and procedures.
  - i. Identify the controls in place to ensure accurate processing per customer specifications.
  - ii. Describe any priority handling of items.
  - iii. Describe the methods to assure validity of data.
  - iv. Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?
  - v. What back-up arrangements exist should the system fail?
  - vi. Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event transmission is not successful.
  - vii. Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.
  - viii. How will your processing, procedures and/or timelines change with our extreme peak demands for services?
- g) Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after normal deposit cut-off times are posted as same day)?
- h) Do you have the ability to stop and start services without added fees?

**11. LINE-OF CREDIT AND REGISTERED WARRANTS**

- a) Identify all costs associated with line of credit activity.
- b) Provide a sample copy of the line of credit agreements.
- c) Will the bank purchase registered warrants?
- d) If so, identify all costs associated with registered warrant activity.
- e) Will the bank require each entity to have a separate line of credit?
- f) What is the turnaround time to increase a line of credit?

**12. COMPENSATION**

- a) Identify the rate the bank will use for compensation of bank fees based on account balances.
- b) Identify the method of calculating bank compensation, i.e. earnings credits.
- c) Identify the settle terms, if earnings credits are insufficient.
- d) Identify any charges that would NOT be covered by account balance compensation.
- e) If the county elects to pay for banking fees in cash, identify any variation in terms offered.

**13. FRAUD PREVENTION**

- a) Identify any fraud prevention and detection services you offer.
- b) Identify any fraud prevention and detection services you require of your customers, such as positive pay.
- c) Do you offer positive pay on payee?
- d) What protection do you offer if a warrant is rejected for payment under a positive pay program?
- e) Under what conditions will you accept financial burden for fraudulent checks and warrants paid from any Gila County funds under the custody of the Gila County Treasurer or any other accounts under this agreement?

**14. CHECK 21 COMPLIANCE AND OFFERED SERVICES**

- a) Identify any new products or services that are expected to be offered and the anticipated timeline as a result of Checks 21 legislation.

**15. PERSONNEL AND CUSTOMER SERVICE**

- b) Identify personnel responsible for our account and provide their qualifications.
- c) Indicate the organizational structure

**16. CREDIT CARD PROCESSING (MERCHANT) SERVICES**

- a) Do you have the ability to identify transactions by Gila County Department?
- b) Identify all cost associated with credit card processing.

**17. CREDIT CARD PROCUREMENT SERVICES E-COMMERCE SERVICES**

- a) Identify all costs associated with credit card processing for procurement of goods and services for small purchases (Less than \$5,000.00).
- b) Describe your credit card procurement process.
- c) Describe your rebate program.
- d) Provide your rebate rate schedule.
- e) Provide sample reports.

**18. E-COMMERCE SERVICES**

- a) Describe your products available to allow Gila County to offer E-Commerce to its citizens.
- b) Identify all costs associated with the available products.

**19. INVESTMENT SERVICES**

- a) Do you offer same day sweep and end-of-day investment products for the available balance in the account?
- b) Identify the supporting investment for these products for conformity with Arizona Revised Statutes regarding acceptable investments.
- c) What yield do your products offer and how is the yield determined?
- d) Specify how the following situations are handled:
  - i. Settlement of Trades
  - ii. Failed Trades
  - iii. Difference in monies or securities
  - iv. Notification of calls, maturities and interest payments
- e) Do you provide market pricing of the County's investment portfolio?

**20. SAFEKEEPING SERVICES**

- a) Identify safekeeping services offered.
- b) Identify all costs associated with safekeeping services.

**21. DISASTER RECOVERY**

- a) Identify your Disaster Recovery Process.
- b) What arrangements are made regarding service level agreements in the event of a disaster?
- c) Have disaster recovery procedures ever been employed for a real disaster? If so, explain.
- d) Identify Disaster Recovery Services available and associated fees.

**22. COLLATERAL REQUIREMENTS AND SERVICES**

- a) Requirements:
  - i. Collateral must be maintained in accordance with Arizona Revised States § 35-323 regarding deposit and investment of public monies.
  - ii. Collateral must be held by a trustee approved by the Gila County Treasurer's Office.
  - iii. The County reserves the right to review all pledged collateral and approve the substitution of any item.
  - iv. Statements must be provided to the county at least monthly
  - v. Additional collateral may be required daily to cover deposits with same day notification.
- b) Describe your processes and procedures to ensure that a accounts are properly collateralized.
- c) Provide any separate required agreements for collateral.

**23. AVAILABILITY SCHEDULES**

- a) Provide availability schedule for check deposit.
- b) Provide maximum time of day deposits must be received to be considered a same day deposit by type of deposit, e.g., regular branch deposit, armored car deposit, or lockbox deposit.
- c) If this schedule does not pertain to checks of all dollar sizes, explain.

**24. FEE SCHEDULES**

- a) Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the solicitation. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.
- b) Responder shall identify any increases if the bank servicing agreement is extended by the Gila County Board of Deposit for up to two additional years.
- c) Identify the rate charged for overdrafts, should they occur.

**25. SUPPLEMENTAL AGREEMENTS AND OTHER REQUIRED INFORMATION**

- a) Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.
- b) Location where primary services will be provided.
- c) Location of additional branches where services may be provided, such as remote deposits.
- d) Provide any details any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this solicitation.
- e) Does the bank outsource any of the services requested in this solicitation? If so, describe.
- f) Provide any additional information that you believe to be relevant to this solicitation and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).
- g) Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.
- h) Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.

**26. CONVERSION AND IMPLEMENTATION**

- a) Provide conversion plan for implementation by **July 1, 2012**. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:
  - i. What is the average lead-time for implementation? What are the critical factors that may impact that lead time?
  - ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.
  - iii. What additional resources does the bank require for successful conversion and successful implementation?
- b) Identify any costs of conversion that will be charged by the bank.

**END OF QUESTIONNAIRE**

Note: All costs described in the Questionnaire must also be included on the Pricing Sheet. Any costs not included on the Pricing Sheet will not be considered for award.

## **Proposal Evaluation**

### **Criteria:**

The County will evaluate proposals on three (3) core service areas:

1. Service Capabilities
2. Earnings Options
3. Fees (Price Proposal)

Based on the information requested herein, the County will utilize the following evaluation criteria to determine award.

- A. Financial strength.
- B. Ability to meet County's current and projected service requirements over the term of the Contract.
- C. Availability schedule for deposit items.
- D. Capacity to provide a wide range of electronic banking services.
- E. Cost per identified activity, aggregate banking services cost, and corresponding compensating balances, if applicable.
- F. Rate of interest paid historically on accounts, including evaluation of indexed rates.
- G. Proposed benchmark for Earning Credit Rate (ECR).
- H. Experience and governmental knowledge of proposed bank and bank team.
- I. Quality of references.
- J. Completeness of response to all required items on the standard forms provided.

### **General:**

1. **Shortlist**  
The County reserves the right to shortlist the offerors on all of the sited criteria. However, the County may determine that short-listing is not necessary.
2. **Interviews**  
The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the state criteria.
3. **Additional Investigations**  
The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
4. **Prior Experience**  
Experience with Gila County and entities which have evaluation committee members present shall be taken into consideration when evaluating qualifications and experience.

**INSTRUCTIONS TO BIDDERS**

Instructions to Bidders and Bidders Award Agreement are basic content to Gila County bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Minimum Product Specifications and Information and take precedence over the language appearing in Instructions to Bidders and Bidders Award Agreement.

**INSTRUCTIONS TO BIDDERS****Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from bidders to deliver the goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced bidders able to provide services which are, in all respects, responsive to the specifications.
1. All proposals shall be on the forms provided in the RFP package. It is permissible to copy these forms as required.
  2. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
  3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
  4. 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 bidder.
  5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
  6. Periods of time, stated as days, shall be calendar days.
  7. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
  8. The Offer and Acceptance Page shall be submitted with an original ink signature by the person authorized to sign the proposal.
- B. Before submitting its Proposal and Qualification Form each bidder 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 bidder. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Bidders must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of bidder to perform the Scope of Services as set forth in the Contract. Failure of any bidder to complete and submit the required forms at time and place of opening shall be grounds for automatic disqualification of the bidder from further consideration.
- D. It is the responsibility of all offerors to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all response for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

### Amendments

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

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.

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

### Proposal Format

It is requested that **Two (2) Originals and three (3) copies (5 TOTAL)** should be submitted on the forms and in the format specified in the RFP. The two originals shall be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, originals with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
  - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) 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 Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

### Where to Submit Proposals

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page.

- The offerors proposal shall be presented in a sealed envelope
- The words "SEALED PROPOSAL" with Proposal Title "SERVICING BANK", Bid No., "011312-1", Date "May 3, 2012", and time "3:00 PM" of Proposal opening shall be written on the envelope.
- The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice.

**Late Proposals**

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

**Offer and Response Period**

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

**Inquires**

Any question related to a Request for Proposal shall be directed to the Procurement Group. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer’s sole discretion. Any correspondence related to a solicitation should be referred to the appropriate Request for Proposal number, page and paragraph number.

However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

**Request for Additional Information**

The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for information purposes only and does not constitute discussions.

**Contract Negotiations**

The County reserves the right to enter into negotiations with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County’s best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

**Proposal Results**

Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Office of the Clerk of the Board of Supervisors and the Procurement Office, and available for review after official contract award.

**BIDDER AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any bidder, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the bidder’s signature(s) appearing on page 32, BIDDERS OFFER PAGE, and page 25 Bidders Qualification and Certification forms.

### **Award of Contract**

The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

- 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.

A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the Gila County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by the RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder. To ensure that all bidders 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.

Further, the County reserves the right to reject the Proposal of any bidder who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Purchasing Department, Gila County Attorney, and Gila County Board of Supervisors.

Those bidders 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.

### **Familiarization of Scope of Work**

Before submitting a proposal, each Offeror 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 as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

### **Withdrawal of Proposal**

At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

### **Upon Notice of Intent to Award**

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract including Certificate of Insurance and Bonds.

## SPECIAL TERMS AND CONDITIONS

### 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.
  4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	\$ _____
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    - a. The bond or policy shall be issued with limits based on the amount of cash being handled by the Contractor.
    - 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.

**Failure to Insure**

Failure on the part of the Contractor to meet the insurance requirements herein shall constitute a material breach of Contract, upon which the County may immediately terminate this agreement.

**Contract Term and Renewal**

The term of the contract shall commence upon award and remain in effect for a period of three (3) years, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be mutually agreed upon in writing.

**Contract Rate Adjustments**

The County will review fully documented requests for a rate adjustment after services have been successfully provided by Contractor for a three (3) year period.

Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and must be fully justified in writing by the Contractor.

**Certificates and Licenses**

The contractor shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

**Quality of Work**

The contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract and shall perform services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations, and restrictions.

**Contract Default**

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

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

## STANDARD TERMS AND CONDITIONS

### Termination of Contract

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

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

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

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

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

### Records

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your sub contractors. Said audit shall be limited to this contract and its scope of services.

### Arbitration

It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

### Cancellation of County Contracts

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

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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.

**Confidentiality of Records**

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

**Protests**

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

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

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

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**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 bidder hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the bidder in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the bidder; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the bidder relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the bidder 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 bidder.

**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.

**Force Majeure**

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

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions.

The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**Contract**

The contract shall be based upon the RFP issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications, and other requirements set forth within the text of the RFP. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Finance Director, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

**Rights and Remedies**

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon this strict performance of the contract.

**Inspection**

All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

**Exclusive Possession**

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.

**Liens**

All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

**Licenses**

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 as applicable to this contract.

**Costs and Payments**

**Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

**Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.

**Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

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

**Public Record**

All proposals submitted in response to the request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

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## MINIMUM SPECIFICATIONS

### Purpose

It is the intent of this Request for Proposals to enter into a contract with a qualified contractor to provide Primary Banking Services for Gila County, Arizona.

### SECTION 1.0

#### General Purpose

- 1.1 All product specifications are minimum.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 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 Contractor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **Two (2) originals and three (3) copies, total of five (5)**, shall be submitted at time of bid opening.
  - 1.5.2 Qualification and Certification Forms
  - 1.5.3 Price Sheet
  - 1.5.4 References List
  - 1.5.5 No Collusion Certification
  - 1.5.6 Legal Arizona Workers Act Compliance
  - 1.5.7 Checklist & Addenda Acknowledgment
  - 1.5.8 Offer Page

### SECTION 2.0

#### Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period.
- 2.2 The contract shall commence upon award and shall remain in effect for a period of thirty-six (36) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one-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.
- 2.3 Any price increases after the three (3) year term must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

## QUALIFICATION AND CERTIFICATION FORMS

### Bidder Qualifications and Certification

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

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

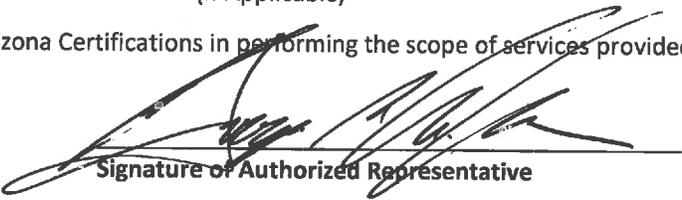
### **Contract Number 011312-1 Primary Banking Service**

The applicant submitting this Proposal warrants the following:

1. Name, Address, Telephone Number and Email Address of Offeror:

JPMorgan Chase Bank NA  
201 N. Central Ave, Phoenix, AZ 85004  
602-221-2179 george.w.mcmanus@jpmorgan.com

2. Had Offeror (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Offeror (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Offerors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Offeror prior to contract expiration date (under your Contractor's present or any previous name)? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Offeror was terminated in the narrative part of this Contract.
5. Offeror 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. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - c. List the specific qualifications the Offeror has in supplying the specified services.
  - d. Gila County reserves the right to request additional information.
6. Current Business License Number: N/A  
(If Applicable)
7. Offeror must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.

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

George W. McManus  
 \_\_\_\_\_  
 Printed Name

Senior Banker  
 \_\_\_\_\_  
 Title

**PRICE SHEET**

Offeror must complete all items on the pricing sheet and may provide any other costs associated with information from the Questionnaire. (Offeror shall also include additional pages to this price sheet with detailed information about other costs identified within the Questionnaire as needed.)

Fees shall either be fixed fees or index-based. An example of a fixed fee is "\$0.02 per transaction". An example of an index based rate is the rate that is tied to an index such as the Federal Funds Rate. If any index-based rates are proposed, clearly indentify the name of the index, the organization that publishes it, the web address or other means by which the current rate may be readily obtained, the proposed frequency of adjustment (such as "annually on the contract anniversary date") and the formula by which adjustment shall be made.

ITEM DESCRIPTION	QUANTITY	TOTAL
Current Accounts	15	Rate to Service Each Account = \$ <u>5.00</u> x 15 Accounts = \$ <u>75.00</u>
Deposits & Other Credits	Annual	
Daily Deposits	300 / year	Daily Deposit Rate = \$ <u>0.25</u> x 300 Daily Deposits / Year = \$ <u>75.00</u>
Deposits & Other Credits	\$xxx	
Deposit Items	5,000 / year	Rate for Deposit Items = \$ <u>0.09</u>  x 5,000 Deposits/Year = \$ <u>450.00</u>
Currency / Coin Deposits	\$xxx / year	
ACH Credits	5,000 / year	Rate for ACH Credits = \$ <u>0.04</u>  x 5,000 ACH Credits/Year = \$ <u>200.00</u>

Offeror Name: JPMorgan Chase Bank

Wire Transfers - Outgoing	10	Rate for Wire Transfers - Outgoing = \$ <u>5.00</u> x  10 Outgoing Wire Transfers/Year= \$ <u>50.00</u>
Wire Transfers - Incoming	20	Rate for Wire Transfers - Incoming = \$ <u>2.00</u> x  20 Outgoing Wire Transfers/Year= \$ <u>40.00</u>
Book Transfers	5	Rate for Book Transfers = \$ <u>2.00</u> x  5 Book Transfers/Year = \$ <u>10.00</u>
Debits - Warrants	39,000	Rate For Warrants = \$ <u>0.02</u> x 39,000 Checks/Year = \$ <u>780.00</u>
Debits -Checks	1,000	Rate for Checks = \$ <u>0.02</u> x 1,000 Checks/Year = \$ <u>20.00</u>
Armored Car Service	1 Stop 5 Days/Week In April	Rate per Week \$ _____ X 52 Weeks/Year = \$ <u>Pass Through Fee</u>
Armored Car Service	1 Stop 5 Days/Week In October	Rate per Week \$ _____ X 52 Weeks/Year = \$ <u>Pass Through Fee</u>
Armored Car Service	1 Stop 5 Days/Week In December	Rate per Week \$ _____ X 52 Weeks/Year = \$ <u>Pass Through Fee</u>
Armored Car Service	November 1 <sup>st</sup> May 1st	Rate per Day \$ _____ 2 Days/Year = \$ <u>Pass Through Fee</u>
<b>GRAND TOTAL PER YEAR</b>		

Offeror Name: JPMorgan Chase Bank

# Proforma Analysis



April 2012

GILA COUNTY TREASURER

\* Proforma includes new proposed services

ECR Rate: 0.05%

## Balance Analysis\*

Average Ledger Balance ✓			\$1,013,303.49
Less Average Float ✓			\$331,856.89
Average Collected Balance			\$681,446.60
Less Reserve Requirement	Rate	0.00%	\$0.00
Average Available Balance ✓			\$681,446.60
Less Balance Required			\$73,663,326.67
Net Available Balance			<del>(\$72,981,880.07)</del>
Earnings Credit Allowance	Rate	0.05%	\$28.00
Total Charge for Services			\$2,606.71
Net Credit Amount			(\$2,578.71)
	<b>Service Charge Amount:</b>		\$2,578.71

## Service Analysis\*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
<b>ACCOUNT SERVICES</b>					
2 - NEGATIVE COLLECTED BALANCE FEE	000210	1	\$30.4500	\$30.45	\$740,950.00
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	23	\$0.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	15	\$5.0000	\$75.00	\$1,825,000.00
1014 - ACCOUNT STATEMENT - PAPER	010310	33	\$0.0000	\$0.00	\$0.00
1015 - STATEMENT CYCLES - ENHANCED	010307	2	\$3.7500	\$7.50	\$182,500.00
1019 - DDA IMAGE STATEMENTS	010320	1	\$0.0000	\$0.00	\$0.00
1073 - LARGE DOLLAR CHECK REVIEW	150299	13	\$0.0000	\$0.00	\$0.00
1076 - AUDIT CONFIRMATIONS	010630	1	\$25.0000	\$25.00	\$608,333.33
2316 - OVERDRAFT NSF ITEM PAID	150341	10	\$0.0000	\$0.00	\$0.00
7636 - ACCT STATEMENT W/FLOAT-PAPER	010310	1	\$0.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$137.95	\$3,356,783.33
<b>AUTOMATED CLEARING HOUSE</b>					
2695 - ACH MAINTENANCE	250000	13	\$10.0000	\$130.00	\$3,163,333.33
2700 - CREDIT ORIGINATED	250101	3,687	\$0.0400	\$147.48 ✓	\$3,588,680.00
2705 - DEBIT ORIGINATED	250100	36	\$0.0400	\$1.44	\$35,040.00
2716 - CREDIT RECEIVED	250201	77	\$0.0400	\$3.08	\$74,946.67
2717 - DEBIT RECEIVED	250200	86	\$0.0400	\$3.44	\$83,706.67
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	41	\$0.0600	\$2.46	\$59,860.00
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	2	\$0.0600	\$0.12	\$2,920.00
2746 - JPM ACCESS ACH MAINTENANCE	250000	2	\$20.0000	\$40.00	\$973,333.33
2765 - FILE PROCESSING	250501	25	\$5.0000	\$125.00	\$3,041,666.67
2796 - ADDENDA RECORD	250120	58	\$0.0300	\$1.74	\$42,340.00
3175 - TPS TAX PAYMENT - FEDERAL	250199	3	\$2.0000	\$6.00	\$146,000.00
<b>Subtotal</b>				\$460.76	\$11,211,826.67
<b>BANKING CENTER SERVICES</b>					
1306 - BRANCH CREDITS POSTED	100000	14	\$1.0000	\$14.00	\$340,666.67
1314 - BRANCH DEPOSIT-IMMEDIATE VERIF	100000	423	\$0.0026	\$1.10	\$26,766.67
<b>Subtotal</b>				\$15.10	\$367,433.33
<b>DEPOSIT INSURANCE</b>					
35 - DEPOSIT INSURANCE FEE	000230	1	\$163.6300	\$163.63	\$3,981,663.33
<b>Subtotal</b>				\$163.63	\$3,981,663.33
<b>DEPOSITORY SERVICES</b>					
501 - CHECK DEPOSITED-ON US	100220	0	\$0.0800	\$0.00	\$0.00
513 - CHECK DEPOSITED-TRANSIT	100224	0	\$0.1000	\$0.00	\$0.00
519 - IMAGE GROUP ONE	999999	2,221	\$0.0350	\$77.74	\$1,891,673.33
520 - ON-US STANDARD	999999	0	\$0.0250	\$0.00	\$0.00
521 - IRD PERIOD ONE	999999	399	\$0.1000	\$39.90	\$970,900.00
522 - IRD PERIOD TWO	999999	0	\$0.1200	\$0.00	\$0.00
523 - FILE TRANSMISSION REC.- FTP	999999	1	\$150.0000	\$150.00	\$3,650,000.00

526 - IMAGE GROUP TWO	999999	370	\$0.0250	\$9.25	\$225,083.33
541 - CHECK IMAGE DEPOSITED	109999	0	\$0.0800	\$0.00	\$0.00
548 - IDD MONTHLY MAINTENANCE FEE	109999	0	\$20.0000	\$0.00	\$0.00
704 - DEPOSIT CORRECTION	100230	1	\$0.0000	\$0.00	\$0.00
746 - ON US PREMIUM	999999	712	\$0.0500	\$35.60	\$866,266.67
747 - IRD PERIOD THREE	999999	0	\$0.2000	\$0.00	\$0.00
748 - ICL DEPOSIT LATE	100200	0	\$2.0000	\$0.00	\$0.00
756 - ICL DEPOSIT STANDARD	100200	0	\$1.5000	\$0.00	\$0.00
759 - ICL DEPOSIT EARLY	100200	21	\$1.0000	\$21.00	\$511,000.00
1139 - SOFTWARE MAINTENANCE FEE	109999	0	\$20.0000	\$0.00	\$0.00
1305 - CREDITS POSTED	010101	94	\$0.2500	\$23.50	\$571,833.33
** 1385 - IDD PANINI 50/50 SCANNER	109999	0	\$986.0000	\$0.00	\$0.00
1435 - RETURN ITEM	100400	5	\$1.0000	\$5.00	\$121,666.67
1441 - RETURN FAX COPY	100415	5	\$2.0000	\$10.00	\$243,333.33
1450 - RETURN ITEM REDEPOSIT	100402	19	\$4.0000	\$76.00	\$1,849,333.33
<b>Subtotal</b>				<b>\$447.99</b>	<b>\$10,901,090.00</b>

**DISBURSEMENT SERVICES**

2285 - CHECK / DEBIT POSTED	010100	3,479	\$0.0200	\$69.58	\$1,693,113.33
2320 - STOP PAYMENT - MANUAL	150420	23	\$15.0000	\$345.00	\$8,395,000.00
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150510	1	\$4.0000	\$4.00	\$97,333.33
2360 - DELUXE 3RD PARTY PRINT SVCS	150810	1	\$201.0300	\$201.03	\$4,891,730.00
3306 - PAPER CHECK RETURN	159999	3,011	\$0.0000	\$0.00	\$0.00
3307 - PAPER CHECK RETURN MAINTENANCE	159999	1	\$0.0000	\$0.00	\$0.00
3377 - IMAGE TRANSMISSION PER ITEM	150714	3,320	\$0.0300	\$99.60	\$2,423,600.00
3378 - IMAGE TRANSMISSION PER TRANS	150711	1	\$100.0000	\$100.00	\$2,433,333.33
6618 - PWS CHECK INQUIRY MAINTENANCE	999999	0	\$0.0000	\$0.00	\$0.00
6621 - PWS IMAGING MAINTENANCE	151350	0	\$0.0000	\$0.00	\$0.00
6639 - STOP PAYMENT - ELECTRONIC	999999	0	\$5.0000	\$0.00	\$0.00
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	0	\$3.0000	\$0.00	\$0.00
6646 - PWS IMAGE RETRIEVAL >91DAY	151352	0	\$5.0000	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$819.21</b>	<b>\$19,934,110.00</b>

**FUNDS TRANSFER SERVICES**

5883 - FED TRANSFER FEE	350531	0	\$0.0000	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	0	\$2.0000	\$0.00	\$0.00
5887 - FED CREDIT S/T	350300	2	\$2.0000	\$4.00	\$97,333.33
5928 - MAIL CREDIT ADVICE	350412	1	\$1.0000	\$1.00	\$24,333.33
<b>Subtotal</b>				<b>\$5.00</b>	<b>\$121,666.67</b>

**INTERNATIONAL SERVICES**

3941 - DEPOSITED CHECK - CANADIAN	609999	1	\$5.0000	\$5.00	\$121,666.67
<b>Subtotal</b>				<b>\$5.00</b>	<b>\$121,666.67</b>

**INVESTMENT SERVICES**

7849 - INVESTMENT SWEEP - MAINT	450020	1	\$100.0000	\$100.00	\$2,433,333.33
<b>Subtotal</b>				<b>\$100.00</b>	<b>\$2,433,333.33</b>

**JPMORGAN ACCESS**

6067 - ACCOUNT MAINT - 45 DAY HISTORY	400699	11	\$8.0000	\$88.00	\$2,141,333.33
6075 - ACCESS ACCOUNT TRANSFER MAINT	400699	0	\$0.0000	\$0.00	\$0.00
6079 - TRANSACTION REPORTED	400699	4,194	\$0.0500	\$209.70	\$5,102,700.00
6090 - JPMORGAN ACCESS CLIENT MAINT	400699	9	\$0.0000	\$0.00	\$0.00
7357 - JPM ACCESS MONTHLY MAINT	400699	2	\$25.0000	\$50.00	\$1,216,666.67
<b>Subtotal</b>				<b>\$347.70</b>	<b>\$8,460,700.00</b>

**OTHER CHARGES AND CREDITS**

8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	\$0.0000	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	\$0.0000	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>	<b>\$10,233,383.33</b>

**RECONCILIATION SERVICES**

3386 - IMAGE CAPTURE PER ITEM	151351	3,479	\$0.0300	\$104.37	\$2,539,670.00
<b>Subtotal</b>				<b>\$104.37</b>	<b>\$2,539,670.00</b>

**Total Charge for Services**

**\$2,606.71    \$73,663,326.67**

\* Volumes and Balances on this proforma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.



Price Proposal to the  
Gila County

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

Service	Service Code	Unit Price
<b>ACCOUNT SERVICES</b>		
ACCOUNT MAINTENANCE	1005	\$5.0000
CASH CONCENTRATION MAINTMASTER	7856	\$35.0000
CASH CONCENTRATION MAINT SUB	7857	\$25.0000
STATEMENT PHOTOCOPY	1025	\$20.0000
PRINTED STATEMENT	1014	\$0.0000
STATEMENT CYCLES ENHANCED	1015	\$3.7500
ADDITIONAL ADDRESS DDA STATEMENT	1018	\$20.0000
DDA IMAGE STATEMENTS	1019	\$0.0000
ARP PAID ITEM RETURN CREDIT	1304	\$0.0000
ACCOUNT ANALYSIS INTERNET STATEMENTS (RECOMMENDED)	7633	\$0.0000
PAPER CHECK RETURN	3306	\$0.0000
PAPER CHECK RETURN MAINTENANCE	3307	\$0.0000
CREDIT POSTED ELECTRONIC	7634	\$0.2000
DEBIT POSTED ELECTRONIC	7635	\$0.2000
ACCT STATEMENT W/FLOAT PAPER	7636	\$0.0000
FDIC FEE (RATE BASED)	0035	PASS THROUGH
LARGE DOLLAR CHECK REVIEW	1073	\$0.0000
POST NO CHECKS MAINTENANCE	3499	\$3.0000
DAILY OVERDRAFT OCCURRENCE FEE	105	\$0.0000
OVERDRAFT NSF ITEM RETURNED	2315	\$38.0000
OVERDRAFT NSF ITEM PAID	2316	\$0.0000
NEGATIVE COLLECTED BALANCE (RATE BASED)	0002	PASS THROUGH
COURIER SERVICES		PASS THROUGH
MISCELLANEOUS SERVICES	1100	Custom Fee
SPECIAL HANDLING	4596	Custom Fee
AUDIT CONFIRMATIONS	1076	25.0000
<b>BANKING CENTER SERVICES</b>		
BRANCH CREDITS POSTED	1306	\$1.0000
BRANCH DEPOSIT IMMEDIATE VERIF	1314	\$0.0026
BRANCH DEPOSIT POST VERIF	1327	\$0.0015
BRANCH COIN DEP PAR OR MIX BAG	1316	\$7.5000
BRANCH DEPOSIT IN NON STD BAG	1320	\$2.0000
BRANCH DEPOSIT ADJUSTMENT	1332	\$0.0000
BRANCH ORDER PROCESSED	1333	\$2.5000
BRANCH ORDER COIN ROLL	1318	\$0.0500
BRANCH ORDER CURRENCY STRAP	1319	\$0.3500
<b>VAULT SERVICES</b>		
VAULT DEPOSIT	1310	\$0.7500
VAULT DEPOSIT RECEIPT MAILERS	1461	\$0.7500

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
VAULT DEPOSIT DOLLARS	1459	\$0.6000
VAULT MAINTENANCE	1467	\$0.0000
VAULT EMAIL NOTIFICATION	1468	\$0.5000
VAULT DEPOSIT ROLLED COIN	1475	\$0.2000
VAULT DEPOSIT STD STRAP NOTES	1482	\$0.0060
VAULT DEP NON STD STRAP NOTES	1486	\$0.0250
VAULT DEPOSIT IN NON STD BAG	1493	\$1.0000
VAULT DEP PARTIAL OR MIXED BAG	1506	\$7.5000
VAULT DEPOSIT STD COIN BAG	1525	\$2.0000
VAULT ENVELOPE DEPOSIT VERIF	1535	\$0.8500
VAULT ACTIVITY REPORT MAILED	1540	\$50.0000
VAULT ACTIVITY REPORT FAXED	1545	\$25.0000
VAULT DEPOSIT ADJUSTMENT	1617	\$5.0000
VAULT DEPOSIT ADJUSTMENT NOTIF	1618	\$5.0000
VAULT ORDER COIN ROLLS	1476	\$0.1000
VAULT ORDER COIN ROLLS-BOX	1477	\$0.0500
VAULT ORDER COIN BAG LOOSE	1479	\$1.2500
VAULT STANDARD ORDERS	1495	\$5.0000
VAULT ORDER CURRENCY STD STRAP	1497	\$0.3500
VAULT EXPEDITED SPECIAL ORDERS	1498	\$25.0000
VAULT ORDER NON STANDARD STRAP	1499	\$0.0250
VAULT ORDER SUPPLIES	1573	PASS THROUGH
VAULT ORDER ATM FIT STRAPS	1619	\$1.0000
VAULT ARMORED TRANSPORTATION	1460	PASS THROUGH
<b><i>DEPOSITORY SERVICES</i></b>		
DEP CHECKS ON US	501	\$0.0800
DEP CHECKS TRANSIT	513	\$0.1000
DEP CHECKS ENCODING	702	\$0.0000
DEPOSIT CORRECTION	704	\$0.0000
CREDITS POSTED	1305	\$0.2500
DEP CHECKS ON-US NRLB West	765	\$0.0300
DEP CHECKS CLEARINGHOUSE NRLB WEST	766	\$0.0400
DEP CHECKS IN DISTRICT NRLB WEST	767	\$0.0500
DEP CHECKS OTHER FED NRLB WEST	768	\$0.0600
TRANSMISSION OF RETURNS DATA	1429	\$175.0000
DATA KEYING RETURN ITEM	1433	\$0.6000
RETURN ITEM	1435	\$1.0000
RCK ACH REDEPOSIT	1436	\$3.0000
DEP RETURN MAKER NAME	1455	\$0.6000
DEP RETURN MULTIPLE LOCATIONS	1437	\$0.6000
DEP RETURN ALTERNATE ADDRESS	1438	\$0.5000
RETURN EXPEDITED DELIVERY	1439	\$1.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
DEP RETURN PHONE NOTIFICATION	1440	\$11.0000
RETURN FAX COPY	1441	\$2.0000
RETURN DETAIL REPORTING	1448	\$0.5000
RETURN DUPLICATE CK COPY	1444	\$2.0000
RETURN DUPLICATE ADVICE	1445	\$2.0000
RETURN IMAGE	1446	\$1.0000
RETURN DETAIL REPORTING	1448	\$0.5000
RETURN SINGLE ITEM ADVICE	1449	\$2.0000
RETURN ITEM REDEPOSIT	1450	\$4.0000
RETURN EMAIL NOTIFICATION	1452	\$1.0000
RETURN MAKER NAME	1455	\$0.6000
REQUALIFICATION OF RETURN ITEM	1457	\$6.0000
<b><i>RETAIL REGIONAL LOCKBOX</i></b>		
RLB MAINTENANCE	1815	\$400.0000
RLB RETAIL ITEM	1822	\$0.2200
RLB CORRESPONDENCE	1833	\$0.3000
RLB MULTIPLES	1839	\$0.2800
RLB CHECK COPY	1865	\$0.2500
RLB COURIER DEPOSIT	1866	\$10.0000
RLB UNPROCESSABLE ITEMS	1874	\$0.3500
RLB FILE TRANSMISSION	1907	\$150.0000
RLB DEPOSIT REPORTING FAX	1912	\$100.0000
RLB COURIER MAIL PREP	1877	\$25.0000
RLB POSTAGE	1892	\$0.2900
RLB IMAGE CAPTURE MAINTENANCE	1933	\$30.0000
RLB CHECK IMAGE CAPTURE	1934	\$0.0300
RLB DOCUMENT IMAGE CAPTURE	1935	\$0.0300
RLB IMAGE ARCHIVE MAINTENANCE	1936	\$30.0000
RLB IMAGE STORAGE FIRST MONTH	1937	\$0.0300
RLB IMAGE STORAGE ADDL MONTH	1938	\$0.0050
RLB IMAGE SAME DAY ACCESS	1940	\$0.0300
RRLB LONG TERM CK STORAGE	1975	\$0.0300
RRLB LONG TERM DOC STORAGE	1976	\$0.0600
RRLB RETURN ITEM MAINTENANCE	1982	\$15.0000
RLB IMAGE TRANSMISSION MAINT	1997	\$30.0000
RLB IMAGE TRANSMISSION RECORD	1998	\$0.0300
RRLB CONSOL RECVBLE MO MAINT	4581	\$25.0000
RLB CREDIT CARD PAYMENT MAINT	1824	\$75.0000
RLB SPECIAL HANDLING	1841	\$0.3000
RLB ADDITIONAL REPORTS	1843	\$100.0000
RLB KEYED DOCUMENT PAYMENT	1846	\$0.2500
RLB ADDITIONAL SORT	1849	\$0.1500

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
RLB CREDIT CARD AUTHORIZATION	1851	\$0.9000
RLB STOP FILE REJECT	1858	\$0.2000
RLB STOP FILE	1859	\$200.0000
RLB SPECIAL PROCESSING	1861	\$100.0000
RLB CASH PROCESSING	2058	\$10.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
<b><i>WHOLESALE REGIONAL LOCKBOX</i></b>		
WLB SETUP	1800	\$0.0000
WLB LOCKBOX MAINTENANCE	1801	\$125.0000
CUSTOM PROGRAMMING PER HOUR	N/A	\$250.0000
WLB CORRESPONDENCE	1832	\$0.3000
WLB SPECIAL PROCESSING	1840	\$50.0000
WLB UNPROCESSABLE ITEM	1873	\$0.3500
WLB COURIER MAIL PREP	1876	\$25.0000
WLB INCOMING COURIER PACKAGE	1884	\$10.0000
WLB FILE TRANSMISSION	1931	\$150.0000
WLB WHOLESALE ITEM	1941	\$0.3500
WLB WHOLESALE ITEM W/COPY	1942	\$0.5500
WLB POSTAGE	1951	\$0.2900
WLB DATA CAPTURE NUMERIC	1954	\$0.0100
WLB SPECIAL PROCESSING ITEMS	1963	\$0.1500
WLB SPECIAL SORTING	1967	\$0.1200
WLB CASH PROCESSING	2057	\$10.0000
WLB DOCUMENT IMAGE CAPTURE	2062	\$0.1500
WLB CHECK IMAGE CAPTURE	2061	\$0.1000
WLB IMAGE ONLINE MAINTENANCE	2063	\$30.0000
WLB IMAGE CAPTURE MAINTENANCE	2064	\$30.0000
RWLB LONG TERM CHECK STORAGE	1973	\$0.0300
RWLB LONG TERM DOCUMENT STORAGE	1974	\$0.0600
WLB IMAGE TRANSMISSION MAINT	2000	\$30.0000
WLB IMAGE TRANSMISSION RECORD	2001	\$0.0300
WLB IMAGE STORAGE FIRST MONTH	2065	\$0.0300
WLB IMAGE STORAGE ADDL MONTH	2066	\$0.0050
WLB SAME DAY ACCESS	2067	\$0.0300
WLB CREDIT CARD PAYMENT MAINT	1852	\$75.0000
WLB CREDIT CARD AUTHORIZATION	1853	\$0.9000
WLB ADDITIONAL COPIES	1864	\$0.1500
WLB SPECIAL MAIL HANDLING	1957	\$50.0000
WLB CHECK MICR CAPTURE	1904	\$0.0200
WLB DATA CAPTURE NUMERIC	1954	\$0.0100
WLB DATA CAPTURE ALPHANUMERIC	2052	\$0.0120
<b><i>IMAGE DEPOSIT DIRECT SERVICES</i></b>		
CHECK IMAGE DEPOSITED	0541	\$0.0800
IDD SOFTWARE MAINT	1139	\$20.0000
IDD MONTHLY MAINT	0548	\$20.0000
IDD PANINI SCANNER	1385	\$986.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
<b>IMAGE CASH LETTER</b>		
FILE TRANSMISSION VPN	0524	\$150.0000
FILE TRANSMISSION FTP	0523	\$150.0000
ON-US STANDARD	0520	\$0.0250
ON-US PREMIUM	0746	\$0.0500
IMAGE GROUP ONE	0519	\$0.0350
IMAGE GROUP TWO	0526	\$0.0250
IRD SELECT	0527	\$0.0800
IRD PERIOD ONE	0521	\$0.1000
IRD PERIOD TWO	0522	\$0.1200
ON US PREMIUM	0746	\$0.0500
IRD PERIOD THREE	0747	\$0.2000
ICL DEPOSIT LATE	0748	\$2.0000
IMAGE GROUP ONE - PERIOD TWO	0751	\$0.0550
IMAGE GROUP ONE - PERIOD THREE	0752	\$0.1200
ICL DEPOSIT STANDARD	0756	\$1.5000
IMAGE QUALITY SUSPECT ITEMS	0757	\$0.2500
NON-CONFORMING IMAGE ITEMS	0758	\$0.0000
ICL DEPOSIT EARLY	0759	\$1.0000
ACH ELIGIBILITY TESTING/FILTER	0760	\$0.0030
<b>IMAGE CASH LETTER with ACH</b>		
DARC ITEM ORIGINATED	1132	\$0.0900
DPC ELECTRONIC RESUBMIT	1147	\$0.4000
DPC MAINTENANCE	1152	\$20.0000
DPC ACH RETURN	1155	\$0.5500
<b>DISBURSEMENT SERVICES</b>		
CHECKS/DEBITS POSTED	2285	\$0.0200
CHECK CASHING NON-ACCOUNT HOLDER	1321	\$6.0000
CONT DISB MAINTENANCE	2205	\$150.0000
CONT DISB CHECKS PAID	2210	\$0.1700
CONT DISB FUNDING TRANSFER	5234	\$0.4000
PWS CHECK SERVICES	6618	\$0.0000
STOP PAY - ELECTRONIC	6639	\$5.0000
STOP PAY - MANUAL	2320	\$15.0000
STOP PAYMENT AUTOMATIC RENEWAL	2338	\$4.0000
PWS EXCEPTION NOTIFICATION ACCOUNT	6625	\$10.0000
ISSUE INPUT UPLOAD	6644	\$1.0000
PWS RECON REPORTS/STATEMENT MAINT	6620	\$0.0000
PWS IMAGING MAINTENANCE	6621	\$0.0000
PWS RPP EXCEPT REVIEW MAINT	6636	\$30.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
PWS REVERSE POSPAY EXCEPTIONS	6638	\$0.2500
IMAGE RETENTION EXT PER ITEM	6640	\$0.0400
IMAGE RETRIEVAL ITEM PER RETRIEVE	6645	\$3.0000
PWS IMAGE RETRIEVAL >91DAY	6646	\$5.0000
IMAGE TRANSMISSION PER ITEM	3377	\$0.0300
IMAGE TRANSMISSION PER TRANSMISSION	3378	\$100.0000
CHECK PHOTOCOPY RETRIEVAL (sent by Bank customer service)	1030	\$15.0000
<b><i>RECONCILIATION SERVICES</i></b>		
PARTIAL RECON MAINTENANCE	3209	\$40.0000
PARTIAL RECON ITEMS	3210	\$0.0700
DEPOSIT RECON MAINTENANCE	3322	\$60.0000
DEPOSIT RECON ITEMS	3325	\$0.1000
FULL RECONCILEMENT - PER ITEM	3205	\$0.0080
FULL RECONCILEMENT - MAINT	3207	\$60.0000
DATA ENTRY - MANUAL	3294	\$2.0000
POSITIVE PAY MAINTENANCE	3262	\$0.0000
PAYEE NAME VERIFICATION	3228	\$0.0300
REVERSE POSITIVE PAY MAINT	3264	\$75.0000
ISSUE INPUT FILE WITH RECON	3271	\$5.0000
ISSUE INPUT WITHOUT RECONCILIATION	3269	\$1.0000
CHECK EXCEPTION RETURN	3272	\$20.0000
ARP FAX FEES	3267	\$1.0000
POSITIVE PAY NO RECON - MAINT	3268	\$30.0000
INPUT FILE TRANSMITTAL REPORT	3290	\$3.0000
EXCEPTION ITEMS	3263	\$2.0000
ARP OUTPUT FILE	3291	\$20.0000
IMAGE CAPTURE PER ITEM	3386	\$0.0300
CD ROM MEDIA	3384	\$50.0000
CD ROM MAINTENANCE	3385	\$30.0000
CD ROM ADDITIONAL MEDIA	3387	\$15.0000
ARP SHIPPING PREP FEE	3348	\$25.0000
ADDITIONAL RECONCILIATION	3372	\$25.0000
DUPLICATE REPORT	3373	\$25.0000
ARP CUSTOM REPORT	3376	\$25.0000
DAILY PAID RECONCILIATION	7713	\$150.0000
<b><i>FUNDS TRANSFER SERVICES</i></b>		
ACCOUNT MAINTENANCE	N/A	\$0.0000
ELECTRONIC BOOK DEBIT S/T	5822	\$4.5000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
ELECTRONIC BOOK DEBIT REPAIR	5823	\$7.0000
ELECTRONIC FED DEBIT S/T	5824	\$8.5000
ELECTRONIC FED DEBIT REPAIR	5825	\$11.0000
ELECTRONIC CHIP DEBIT S/T	5826	\$8.5000
ELECTRONIC CHIP DEBIT REPAIR	5827	\$11.0000
ELECTRONIC CHECK DEBIT S/T	5828	\$30.0000
ELECTRONIC CHECK DEBIT REPAIR	5829	\$40.0000
ELECTRONIC DEBIT ACCT TRANSFER	5830	\$5.0000
INTERNATIONAL ELECTRONIC DEBIT	5878	\$30.0000
ELECTRONIC FX DEBIT	5836	\$15.0000
PHONE FX DEBIT	5837	\$35.0000
BANK INITIATED INTL DEBIT	6014	\$100.0000
BANK INITIATED BOOK DEBIT	5841	\$100.0000
BANK INITIATED FED DEBIT	5842	\$25.0000
BANK INITIATED CHIP DEBIT	5843	\$100.0000
PHONE OUTGOING NON REPETITIVE WIRE	5848	\$35.0000
REPETITIVEINSTRUCTION STORAGE	5882	\$0.0000
FED TRANSFER FEE	5883	\$0.0000
CHIPS MESSAGE FEE	5884	\$0.0000
BOOK CREDIT	5886	\$3.0000
FED CREDIT S/T	5887	\$4.0000
FED CREDIT REPAIR	5888	\$9.5000
CHIPS CREDIT S/T	5889	\$7.0000
CHIPS CREDIT REPAIR	5890	\$9.5000
MAIL DEBIT ADVICE	5927	\$2.5000
MAIL CREDIT ADVICE	5928	\$1.0000
PHONE DEBIT ADVICE	5929	\$10.0000
PHONE CREDIT ADVICE	5930	\$10.0000
DIRECT DELIVERY WIRE NOTIFY 1-2	5933	\$2.5000
DIRECT DELIVERY WIRE NOTIFY 3-4	5934	\$3.5000
DIRECT DELIVERY WIRE NOTIFY 5-6	5935	\$4.5000
ESERVE INVESTIGATION	5978	\$0.0000
DOMESTIC OUTBOUND DEBIT	6374	\$8.0000
ESERVE NOTIFICATION	5974	\$0.0000
<b><i>AUTOMATED CLEARING HOUSE</i></b>		
ACH MAINTENANCE	2695	\$10.0000
ACH CREDITS ORIGINATED	2700	\$0.0400
ACH DEBITS ORIGINATED	2705	\$0.0400
ACH IMPLEMENTATION-DIRECT SEND	2714	\$1,000.0000
ACH DELETION	2710	\$16.0000
ACH RETURN	2720	\$3.2500
ACH RETURN NOTIFICATION VIA ONLINE REPORTING	2729	\$1.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
ACH NOC REPORTING VIA ONLINE REPORTING	2730	\$1.0000
ACH TRANS FILTER MAINTENANCE	2237	\$12.0000
ACH TRANS FILTER EXCEPTIONS	2238	\$0.0000
ACH TRANS FILTER RETURN	2239	\$5.0000
ACH REVERSALS	2735	\$16.0000
ACH RETURN ITEM REDEPOSIT	2740	\$3.5000
ACH FILE PROCESSING	2765	\$5.0000
ACH ADDENDA RECORDS	2796	\$0.0300
CREDIT ORIGINATED - JPM ACCESS	2742	\$0.0600
DEBIT ORIGINATED - JPM ACCESS	2744	\$0.0600
JPM ACCESS ACH MAINTENANCE	2746	\$20.0000
ACH NOTIFICATION OF CHANGE (NOC)	2722	\$1.6000
ACH EMAIL NOC	2809	\$1.5000
ACH US MAIL NOC	2811	\$8.0000
NOTIFICATION OF CHANGE - FAX	2812	\$5.0000
ACH NOC TRANSMISSION REPORTING	2814	\$1.7500
RETURN ITEM NOTIF - TRANSMISSION	2818	\$1.7500
ACH RETURN U.S. MAIL NOTIFICATION	2820	\$8.0000
RETURN ITEM NOTIF - FAX	2821	\$5.0000
ACH RECEIVER SVCS-RETURN ITEM	5492	\$12.0000
ACH RETURN FILES TRANSMITTED	2818	\$1.7500
ACH MONTHLY RETURN ANALYSIS	7618	\$10.0000
ACH DAILY TRANSMISSION JOURNAL	7619	\$10.0000
ACH DAILY RETURNS JOURNAL	7620	\$10.0000
ACH ESERVE - REVERSAL ITEM	7622	\$5.0000
ACH CREDIT RECEIVED	2716	\$0.0400
ACH DEBIT RECEIVED	2717	\$0.0400
DEBIT BLOCK MAINTENANCE	2860	\$12.0000
ACH ADA AUTHORIZED ID	2861	\$0.5000
TPS TAX PAYMENT - FEDERAL	3175	\$2.0000
TPS TAX PAYMENT - STATE	3186	\$4.0000
TPS REPORT - MONTHLY	3181	\$15.0000
TPS REPORT - QUARTERLY	3182	\$15.0000
ACH RECEIVER SVCS - ONE TIME SETUP	5488	\$1,000.0000
ACH RECEIVER SVCS-MAINTENANCE	5489	\$50.0000
ACH RECEIVER SVCS-TRANSACTION	5490	\$0.1000
ACH RECEIVER SVCS-REFORMAT	5491	\$0.0500
ACH RECEIVER SVCS-ADDENDA	5493	\$0.0200
ACH RECEIVER SVCS-DATA TRANSMISSION	2732	\$10.0000
UPIC (ACH) MONTHLY MAINTENANCE	2847	\$28.0000
UPIC (ACH) PER ITEM CHARGE	2845	\$0.2500

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
<b><i>ELECTRONIC DATA INTERCHANGE</i></b>		
EC GATEWAY MONTHLY MAINT	7215	\$100.0000
EC GATEWAY IMPLEMENTATION FEE	7220	AMOUNT
PAYSOURCE MTHLY MAINT (PER ID)	3608	\$100.0000
PAYSOURCE IMPLEMENT SETUP FEE	3609	\$4,500.0000
TRANSLATION FEE-PER 1000 CHAR	3620	\$0.2000
PAYSOURCE TRANSACTION FEE	3622	\$0.0500
FMS FILE TRANSMISSION	3630	\$10.0000
EDI TRANSMISSION ITEMS	2647	\$0.1500
EDI 822 ANALYSIS MODULE MAINT	1033	\$35.0000
EDI 822 ANALYSIS ACCT MAINT	1034	\$5.0000
EDI 828 ISSUE FILE ITEM	4228	\$0.0100
EDI 821 PAID FILE ITEM	4229	\$0.0100
EDI 821 FINANCIAL INFO RPTG	4428	\$0.1700
EDI 821 EXCEPTION ITEM	4429	\$1.0000
EDI 828 PAY / NO-PAY DECISION	4430	\$1.0000
STOP PAYMENT	4431	\$1.0000
R\$ EDI FAX REPORT	2661	\$2.5000
P\$ EMAIL ADVISING	4207	\$2.5000
R\$ EDI Reporting Summary Report	2629	\$2.0000
R\$ EDI Reporting Detail Report	2631	\$2.0000
R\$ EDI RCVNG MONTHLY MAINT	2642	\$50.0000
R\$ FILE PROCESSING	4211	\$10.0000
R\$ EDI RPTG 820 DOWNLOAD MAINT	4213	\$20.0000
ENHANCED REC SVCS MTHLY MAINT	3614	\$50.0000
CTX/ACH/LBX/WIRE TRANS RECV	3636	\$0.2000
<b><i>DATA EXCHANGE</i></b>		
INCOMING DATA EXCHANGE ACCOUNT	3728	\$5.0000
OUTGOING DATA EXCHANGE ITEM	3730	\$0.2500
OUTGOING DATA EXCHANGE ACCOUNT	3731	\$100.0000
<b><i>INFORMATION SERVICES</i></b>		
ACCT MAINT FEE (45 DAY HIST)	6067	\$8.0000
ACCT MAINT FEE (90 DAY HIST)	6068	\$35.0000
INFO SVCS TRANS. LOADED	6079	\$0.0500
JPM ACCESS MONTHLY MAINT	6090	\$0.0000
JPMORGAN ACCESS SPECIAL REPORT FEE	6099	\$35.0000
JPMORGAN ACCESS CLIENT MAINT FEE	7357	\$25.0000
JPMORGAN ACCESS SUBSCRIP FEE	6087	\$5.0000
ACCESS ACCOUNT TRANSFER ITEM	6075	\$0.0000
BAI2 FILE IMPLEMENTATION FEE	3645	\$1,000.0000

**COMPREHENSIVE PROPOSED SERVICE ANALYSIS FEE SCHEDULE**

<b>Service</b>	<b>Service Code</b>	<b>Unit Price</b>
FILE TRANSMISSION-IRIS	3653	\$5.0000
FILE TRANS EXCESSIVE SIZE	3654	\$5.0000
DT CURRENT DAY MONTHLY FEE	6080	\$150.0000
DT PER ACCOUNT CHARGE	6085	\$75.0000
DT PER CHECK ITEM CHARGE	6093	\$0.1500
DT PRIOR DAY EXTENDED DETAIL	6094	\$0.1500
DT PRIOR DAY TRANSACTIONS	6095	\$0.1500
<b><i>CHASE COMMERCIAL ONLINE</i></b>		
CCO STANDARD MONTHLY SERVICE	6750	\$25.0000
CCO PREMIUM MONTHLY SERVICE	6751	\$50.0000
CCO QUICK DEPOSIT MAINTENANCE FEE	6767	\$125.0000
CCO QUICK DEPOSIT ITEM FEE	6768	\$0.1500
CCO ADDTL SCANNER MAINT FEE	6765	\$20.0000
CCO ADDTL SCANNER FEE	6766	\$600.0000
<b><i>AUTOMATED INVESTMENT SERVICES</i></b>		
END OF DAY REPURCHASE AGREEMENTS	7849	\$100.0000
<b><i>INTERNATIONAL SERVICES</i></b>		
FOREIGN CHECK DEPOSIT (CAD)	3941	\$5.0000
FOREIGN CHECK RETURNED (CAD)	3947	\$20.0000

Please note that depending on volumes and processing options, all fees could be further customized and possibly reduced further.

**REFERENCE LIST**

**References**

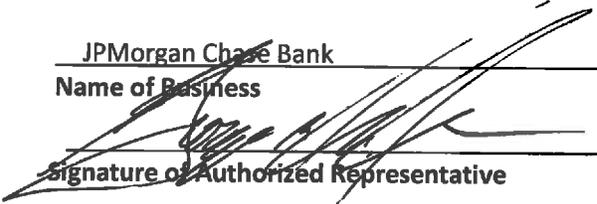
Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Yavapai County Treasurer  
**Contact:** Ross D. Jacobs  
**Phone:** 928-442-5170  
**Address:** 1015 Fair Street, Prescott, AZ 86305  
**Job Description:** County Treasurer

2. **Company:** Santa Cruz County  
**Contact:** Caesar Ramirez  
**Phone:** 520-375-4967  
**Address:** 2150 North Congress Dr., Ste 104, Nogales, AZ 85621  
**Job Description:** County Treasurer

3. **Company:** Cochise County Treasurer  
**Contact:** Marsha Bonham  
**Phone:** 520-432-8408  
**Address:** 4 Ledge Ave, 3<sup>rd</sup> Floor, Bisbee, AZ 85603  
**Job Description:** County Treasurer

JPMorgan Chase Bank  
**Name of Business**

  
**Signature of Authorized Representative**

Senior Banker

**Title**



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

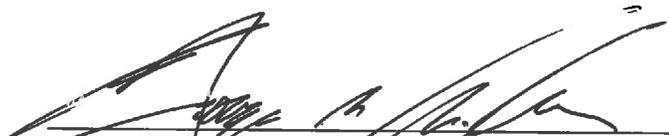
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall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

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

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

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

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



Signature of Authorized Representative

George W. McManus  
Printed Name

Senior Banker  
Title

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>          X          </u>
PRICE SHEET	<u>          X          </u>
REFERENCE LIST	<u>          X          </u>
NO COLLUSION IN BIDDING	<u>          X          </u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>          X          </u>
CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>          X          </u>
OFFER PAGE	<u>          X          </u>
BACKGROUND AUTHORIZATION	<u>          X          </u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>          </u>				
Date	<u>          </u>				

Signed and dated this   3rd   day of   May  , 2012

          JPMorgan Chase Bank NA            
 Offeror:  
          *[Signature]*            
 By:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Request for Sealed Proposals No. 011312-1 Primary Banking Service. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 3, 2012, by 3:00 PM.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

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

**CONTRACT NUMBER: 011312-1 Primary Banking Service**

**Contractor Submitting Proposal:**

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

JPMorgan Chase Bank NA  
Company Name

Name: George W. McManus

201 N. Central Ave  
Address

Phone No.: 602-221-2179

Phoenix      AZ      85004  
City                      State                      Zip

Fax 602-221-1075

Email: george.w.mcmanus@jpmorgan.com

  
Signature of Authorized Person to sign

George W. McManus  
Printed Name

Senior Banker  
Title

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

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Contractor JP Morgan Chase Bank is now bound to provide the materials or services listed in RFP No.: 011312-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 011312-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Tommie C. Martin, Chairman of the Board

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



Proposal from JPMorgan Chase Bank, N.A.  
to Provide Primary Banking Services to  
Gila County, Arizona

**RFP 011312-1**

**May 3, 2012**

**J.P.Morgan**

## Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by J.P. Morgan.

J.P. Morgan is a marketing name for the Investment Banking, Asset Management and Treasury & Securities Services businesses as well as the Commercial Banking, Mid-Corporate and Real Estate client segments of JPMorgan Chase & Co. and its subsidiaries worldwide. Securities, syndicated loan arranging, financial advisory and other investment banking activities are performed by J.P. Morgan Securities Inc. and its securities affiliates. Lending, derivatives and other commercial banking activities are performed by JPMorgan Chase Bank, N.A. and its banking affiliates ("JPMorgan Chase Bank"). J.P. Morgan deal team members may be employees of any of the foregoing entities.

All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax, and credit due diligence. The Agency will be required to sign an agreement with J.P. Morgan. J.P. Morgan does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services and any of the investments hereunder for the needs and requirements of its business.

With respect to investments in mutual funds, the Agency is responsible for reviewing the current prospectus, which contains information about the fund(s) including management fees and expenses. Affiliates of JPMorgan Chase Bank provide services to the fund(s) and receive fees from the fund(s) for such services as described in the prospectus, including acting as investment advisor, administrator, custodian, distributor and shareholder servicing agent. JPMorgan Chase Bank receives fees from its affiliates for providing services to the J.P. Morgan's clients that invest in the fund(s). J.P. Morgan does not offer any advice or recommendation on investing in a fund to its clients. An investment account established with respect to a fund(s) is not a deposit account and neither such account nor shares in the fund(s) are insured by the Federal Deposit Insurance Corporation, and shares in the fund(s) are not the obligations of, and are not guaranteed by JPMorgan Chase Bank or the U.S. government. There is no assurance that a fund will be able to maintain a stable net asset value of \$1.00 per share. Investments in mutual funds involve risk, including possible loss of principal. The Agency should make its own independent investment assessment as to the suitability and appropriateness of the services and the investments hereunder for the needs and requirements of its business, and assumes all risk of loss resulting from any decision it makes to purchase, exchange or sell shares of the fund(s), or to authorize the same on its behalf.

**NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**

*Call 1-800-766-7722 for a fund prospectus. You can also visit us online at [www.jpmorganfunds.com](http://www.jpmorganfunds.com). Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing.*

J.P. Morgan Funds are distributed by J.P. Morgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member FINRA/SIPC.

An investment in a money market fund is not insured and is not guaranteed by the FDIC or any other government agency. They are not obligations of or guaranteed by JPMorgan Chase Bank, J.P. Morgan Institutional Investments, Inc. or their affiliates. Securities, including money market funds involve investment risk. Past performance is not indicative of future performance. Yields will fluctuate. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Fund. Some investors may be subject to the Federal Alternative Minimum Tax and to certain state and local taxes.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements.

This document may contain information that is confidential and/or proprietary to JPMorgan Chase & Co. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by JPMorgan Chase Bank, N.A.

**The following is required pursuant to regulations adopted under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001:**

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

All trademarks, trade names and service marks appearing herein are the property of their respective owners.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

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# J.P.Morgan

George W. McManus  
Senior Vice President  
tel (602) 221-2179  
fax (602) 221-1075

JP Morgan Chase Bank  
Government Banking  
Mail Code AZ1-1180  
201 N. Central Avenue  
Phoenix, AZ 85004

May 3, 2012

Ms. Valrie Bejarano  
**Gila County Procurement**  
1400 East Ash Street  
Globe, AZ 85501

## RE: Request for Proposals - Primary Banking Services (#011312-1)

Dear Valrie:

JP Morgan Chase Bank is pleased to submit the enclosed response to Gila County's Request for Proposals for Primary Banking Services. We're confident that you'll find that we have developed a very comprehensive and competitive response to demonstrate our desire to remain the County's Servicing Bank.

Chase Bank's government banking franchise and expertise extends beyond the borders of Arizona, as we are part of an organization that consists of over 340 dedicated professionals that deliver financial products and services to a myriad of state and local governments throughout the country. We strive to help our public sector clients meet today's challenges and to be better prepared for tomorrow's opportunities.

Why should Gila County consider retaining Chase Bank?

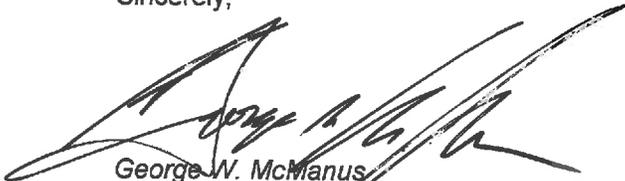
- **Arizona County Government Experience** – Chase Bank is currently Gila County's contractual servicing bank - additionally we're the Servicing Bank for the counties of *Maricopa, Cochise, Santa Cruz, Yavapai, and Yuma*. This impressive portfolio of existing County clients reflects both our local commitment and experience at understanding the financial needs of County Government.
- **Local and Dedicated Customer Support** - Our Arizona Commercial Client Service Division has representatives located in both Tucson and Phoenix, who are dedicated to supporting our clients' needs by delivering superior and consistent customer service. The County will continue to have its own designated Client Service Professional (CSP) who has experience working with the County Treasurer and her staff.
- **Products and Services** – Chase Bank understands the County's unique banking needs and account structure. Our local operational infrastructure has sufficient capacity to process the daily volume of County warrants, and our suite of Treasury Management Services and Product offerings will afford the County access to a full range of payment solutions and applications developed to bring efficiencies and savings to the County. And, if ever needed our Lockbox Department is well prepared to handle the County's secured property tax payments.
- **Competitive Pricing Structure** – With several modifications to the County's existing banking applications and processes, our proposal includes several product options that could reduce the County's existing banking fees by approximately \$10,000 annually.
- **Contractual Pricing Commitment** - If selected as the County's new servicing bank, all banking services as described and the pricing referenced in this proposal are firmly and irrevocably offered to Gila County until **June 30, 2017**. *Note: Fixed pricing commitment does not apply to contracted third-party vendors, interest rates, or regulatory imposed fees that may arise during the term of this contract.*

# J.P.Morgan

- **Avoid any Conversion Disruption and Related Expenses** – By retaining Chase Bank the County avoids any service and staff disruptions often associated with converting Banking applications. Additionally, we're willing offer the County a one-time **Retention Credit** in the form of a Service Charge Waiver for the months of July, August, and September, 2012 – which represents a possible savings of **\$10,000.00**

The enclosed response contains product summaries and service descriptions intended to highlight our ability to support the County's current and future banking needs. We welcome an opportunity to clarify any of this information or provide additional details to the County's proposal review committee. If you have any questions, please contact me directly at (602) 221-2179.

Sincerely,



George W. McManus  
Senior Vice President

This proposal is subject to and conditioned upon a mutually agreeable contract between Gila County and JPMorgan Chase Bank, NA. The Bank will require the County to sign customary bank documentation and applicable product and service agreements prior to implementation of services.

## Executive Summary

Chase Bank is honored for this opportunity to respond to Gila County's Request for Proposals for Banking Services. Throughout our response, we have endeavored to demonstrate our deep commitment to continue to serve as the County's Banking Services provider through a robust offering of competitive, patented products and services, in conformance with the County's Scope of Service and Minimum Qualifications. We have read and understand the County's banking service requirements and are confident that we can continue to fully accommodate the County's needs. In brief overview, our Treasury Services business is a top-ranked, full service provider of innovative payment, collection, liquidity management, commercial card and information channel solutions to governments and municipalities worldwide. With over 3,700 public sector customers in the US, and numerous Arizona counties among these (including Maricopa County as of July 1, 2011), Gila County can rest assured that Chase is very experienced and well equipped to continue to assist the County in finding ways to reduce costs and maximize efficiency potential through a close consultative partnership with you. In addition we are offering the County competitive relationship pricing as well as a "Retention Credit" to assist the County with customary related expenses, as described in our cover letter.

In accordance with the County's Scope of Service requirements, our proposal confirms Chase's ability to meet and exceed the County's main objectives:

- **Obtain comprehensive banking services:**

At the County's disposal is our full suite of Treasury Services under a modular design with expansive resources dedicated to provide solutions to **serve** the needs of the County, as described in its RFP. The County's local dedicated coverage team has a strong array of back up personnel within the local pool of 50+ Government Banking, Treasury Services, Implementations, and Client Service staff members, further assisted by numerous local and regional operations and product partners.

- **Minimize the cost of banking services to the taxpayers of Gila County:**

Our fee proposal offers a best overall value advantageous to the County. Based upon the current pricing provided in comparison to our new proposed pricing, we estimate the County will save approximately 9% while moving to more automated services.

- **Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk:**

Chase Bank will be your trusted banking partner, offering financial strength and stability to the County, while investing in innovation and leadership for the future of financial services. As of December 31, 2011, J.P. Morgan Chase Bank & Co. (ticker symbol: *JPM*) has:

- Market capitalization of more than US \$125.4 billion
- Deposits of more than US \$1.1 trillion
- Loans of more than \$723.7 billion
- Total stockholder equity of US \$183.6 billion
- Tier 1 capital and total capital ratios of 12.3% and 15.4%, respectively (estimated)

**In addition, Chase can provide an array of interest bearing services and vehicles to help the County receive a maximum return on funds.**

## Solution Overview

As a member of the business community in Gila County, Chase Bank shares similar values, vision, and commitment to the economic health and vitality of the citizens and businesses in the County. Chase Bank has deep roots in Arizona, dating back to the founding of Gila Valley Bank in 1899 and Valley National Bank in 1935. We're proud to serve more than 45,000 consumer and small business customers through our Retail Banking Centers throughout the County. Statewide, Chase Bank employs more than 11,000 residents and serves nearly 3 million customers – we're the second largest depository bank in the state and the seventh largest private sector employer.

We also understand the special processes, services, and support that County Governments require from their Servicing Bank. Chase Bank is currently the contractual servicing bank for the counties of *Gila, Maricopa, Cochise, Santa Cruz, Yavapai, and Yuma*, illustrating both our local commitment and our experience in understanding the financial needs of county governments.

## Relationship Management and Service Excellence

Chase Bank employs a partnership approach and Gila County would continue to receive support from a **Relationship Team** from our Government, Not-for-Profit and Healthcare (GNPH) Banking division. This is a special industry group within the Commercial Bank, specifically established for the unique needs of our GNPH clients. The County will benefit from our extensive experience in developing products and services for the unique banking requirements of our GNPH clients across the country. We will continue to build a partnership with the County by sharing thoughtful advice and leveraging our national practice. We are committed to developing a complete understanding of the County's short and long term goals by working together daily and becoming a trusted advisor to Gila County.

George McManus will continue to be the County's Relationship Manager (RM), and Mary Lundell will be the County's Treasury Services Manager (TSM). The County's dedicated Client Service Professional (CSP) will continue to be Gail Haymaker, who will handle all day-to-day service issues and inquiries. George, Mary and Gail are physically located in the same office, and are supported by an expansive team of counterparts and support staff, crossing all aspects of Treasury Services and Public Sector banking. Our coverage model ensures that Gila County will have the added benefits of a large team for back up and product resource expertise through our specialized structure, which ensures the County's day-to-day needs will be fully addressed.

Gail will have the authority, to work on the County's behalf, to engage all levels of management, and escalate within the Chase service organization and across Chase departments. In addition, Gail will regularly communicate with Gila County's Relationship Team to verify that all parties supporting the County are familiar with your day-to-day business and banking activity. Additionally, Gail will proactively communicate with the County on routine issues, as well as any matters that may require the County's attention.

**Delivering Service Excellence<sup>SM</sup>** demonstrates Chase's commitment to providing outstanding service through the personalized attention of a dedicated Client Service Professional. The Bank's commitment to service is an integral part of everything Chase does and one of the many reasons clients choose Chase for their commercial banking needs.

- **Personal** – A dedicated Client Service Professional (CSP) to support day-to-day banking and treasury needs as they arise, with dedicated back ups and local management support. The Chase team concept delivers the County a consistent service-centered approach, as all members of our team become intimately familiar with your specific operations and banking requirements.

- **Local** – In-person visits to meet with the County’s management and key contacts for routine and one-off meetings. At Chase, we believe that personal contact plays an important role in our ability to thoroughly understand your business and continually serve as your long term trusted advisor.
- **Experienced** – Chase CSP’s are highly seasoned and knowledgeable service professionals with an average of 20 years industry experience. No matter the need, the County can count on Gail, your dedicated CSP’s professionalism and dedication, to get the job done.
- **Responsive** – According to our 2010 Client Relationship Survey, the top two attributes clients look for in a service professional are the same attributes wherein our CSP’s are rated the highest – promptness in following up on requests, and ability to accurately and dependably resolve issues.

To ensure that we are delivering timely and responsive customer service, Chase Bank has established and measured targeted response times for account inquiries or service resolutions. Our standard Inquiry Response Time for all in-bound client requests is within two hours of receipt or less. Each individual Client Service Professional has a designated back-up, in addition to maintaining in-state redundancy with personnel in both Phoenix and Tucson. Our Arizona operations also has real-time continuous back-up from personnel located in our central Call Center, so the County would never be without support. The County’s entire relationship team at Chase operates as a cohesive unit and any one of your local team members may be called upon for service resolution assistance. If we don’t know the answer, we will own the issue until it is satisfactorily resolved.

In the event of an unforeseen business disruption, Chase Bank will initiate both written and verbal communications to notify the County of the status and estimated recovery time for our online applications or access to our personnel. Under strictly adhered to Disaster Recovery processes, Chase routinely performs testing and enhancements on all vital applications and systems to proactively identify, minimize and prevent any potential disruption to your daily operations.

- **Proactive** – *Delivering Service Excellence* also means using our best efforts to understand the County’s unique banking requirements and to share ideas that help you save time and money.

The County’s Relationship Team, including your CSP, is supported by a fully integrated service center staffed with a team that shares the same level of commitment to providing outstanding service. The Commercial Banking Client Service Center offers extended hours of operation Monday through Friday from 6:00 a.m. Arizona time to 6:00 p.m. Arizona time. We also offer a technical support hotline, Technical Solutions Group, where agents are available to assist you with your inquiries Sunday 2:00 p.m. MT through Friday 6:00 p.m. MT.

## Scope of Service

*The intent of this Request for Proposals (RFP) is to seek proposals from qualified bank(s) to provide for Gila County's Primary Banking Service. The successful Offeror shall have the ability, and capacity, to provide innovative banking and investment services for all funds not restricted by law or bond covenants.*

*The County's main objectives are to:*

- 1. Obtain comprehensive banking services.*
- 2. Minimize the cost of banking services to the taxpayers of Gila County.*
- 3. Preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.*

*The County reserves the right to eliminate any individual service contained within the RFP for reasons such as, but not limited to: determination that the fees assessed for providing a category of service are excessive, or that the service can be performed in-house at no additional cost.*

Chase Bank understands the above

## Minimum Qualifications

*In order to be eligible to respond to this RFP, responding banks must meet the following minimum qualifications.*

- Authority to offer institutional banking services via charter from either the United States Federal Government or the State of Arizona.*
- Chase Bank is a national bank regulated by The Office of the Comptroller of the Currency (OCC), JPMorgan Chase Bank, N.A. is authorized to provide banking services in the states in which it is doing business. Institution must be an Arizona State qualified depository for public funds and be in compliance with all Arizona Revised Statutory guidelines or the deposit of public funds by government agencies.*

Chase Bank confirms that we are a qualified depository and are in compliance with Arizona Statutes.

- Be a current member of the Federal Reserve System with access to all Federal Reserve System services.*
- Institution must have established local branch offices within Gila County that are able to fulfill the County's banking service needs as specified herein.*

Chase Bank is a current member of the Federal Reserve System and is in good standing.

Chase Bank has an established branch located at 201 S Beeline Highway, Payson, AZ 85541

## Banking Service Overview

*The majority of banking services' activity is conducted under the auspices of the Treasurer's Office acting on behalf of the County's administrative departments, elected officials' offices, such as Sheriff, Recorder, Assessor, school district(s) and limited courts. Currently the Treasurer's Office handles fifteen (15) bank accounts under the Gila County Banking Services umbrella.*

*With reference to A.R.S. § 11-635, the Servicing Bank shall bid a percentage (less than 10%) on warrants that cannot be paid for lack of funds which will be carried by the bank until called by the County Treasurer.*

*Offeror's shall consider the Treasurer's requirements when preparing the complete service proposal.*

*Proposals will be evaluated on the basis of the most complete servicing package offered to Gila County for the services and requirements set forth herein.*

*All technical questions concerning this proposal request should be directed to Ms. Debora Savage, Gila County Treasurer, at (928)402-8700.*

## Offeror Questionnaire

*Offeror must complete the questionnaire. All questions must be answered; if an Offeror does not provide the service or the question does not pertain to the Offeror, the question must be answered as "N/A" meaning "not applicable". The Offeror must have a reason why the service is not provided or why the question does not pertain to them.*

*Responder must provide all fee, cost, comparison, payment or credits-related information, and must reference the numbering scheme used in the questionnaire on the Pricing Sheet. For example, for costs associated with item 1) Deposits, respond with the following: "1-d) Costs associated with a deposit: <type in all costs associated with a deposit, including an aggregate total for this item>". This information must be included in Offeror's proposal with the Pricing Sheet in addition to the information requested on the Pricing Sheet.*

1. **DEPOSITS - Describe bank's services in this category, including:**

a) **Identify any deposit procedures you require, such as a limit on the number checks per deposit.**

Chase offers branch teller, branch night drop, vault (via armored car) and ATM deposit options. However, not all options are available in all locations. As part of our service setup, we will complete a proximity study notifying you of the nearest location(s) offering the service option(s) that meet your depository processing requirements. We can also accept paper check deposits directly to one of our item processing sites.

As an inexpensive alternative, the County may elect to deposit checks electronically, using our Image Deposit Direct® (IDD) remote deposit capture solution or our Image Cash Letter (ICL) product. IDD and ICL facilitate electronic check deposits throughout the United States.

**Deposit Cash and Checks in Separate Bags**

If the County prefers cash deposits to be reported separately from check deposits, then separate deposit bags with separate deposit tickets (containing a unique BAI identifier) will be required.

Separating checks from cash will allow Gila County's courier to deliver checks directly to the check-processing center. Using this method, the County will benefit from extended ledger cut-off and availability deadlines, as deposit deadlines are later for separate cash and check deposits.

Additionally, separate bags provide an added security measure, reducing the possibility of inadvertently sending cash to the check-processing center.

**Separate Deposit Tickets**

Chase prefers for paper checks and currency deposits to be on listed separate deposit tickets, allowing for greater efficiency in processing the deposit. Typically, we do not require deposits to be separated. However, coin deposits in excess of \$10 will require a separate deposit slip.

**Limit Deposit Tickets to One (1) per Bag**

For tracking and control purposes, Chase recommends including only one deposit ticket per bag.

**Flexibility Regarding Standard Straps**

Gila County will not be required to deposit cash in standard straps. However, Chase offers price incentives based on how deposits are prepared.

The County will receive a Cash Services Product Guide, clearly illustrating the most advantageous manner in which to prepare deposits. High-quality, properly prepared deposits will receive the most advantageous deposit processing pricing.

**Coin Deposits**

Chase will accept loose and rolled coin for deposit at vault, banking center and night drop locations. Regular deposits can contain up to \$10 in coin. We prefer that larger coin deposits (greater than \$10) go to our corporate vaults using the plastic bags specifically made to accommodate large coin deposits. Bags should weigh less than 50 pounds.

Price incentives are available for preparing standard coin bags (sorted by denomination into Fed-standard dollar amounts), although we will accept mixed and partial bags, as well. Please refer to the pricing section of this proposal for fees associated with coin deposits.

**Un-encoded Check Deposit Requirements**

Deposit Tickets

- An original, preprinted Chase deposit ticket, stating the deposit amount, should accompany each check deposit.
- Each deposit total must be listed on the courier receipt if a courier delivers deposits.
- Each deposit ticket should consist of no more than 25 packages (batches) of checks. Each package of checks can contain up to 300 items (checks) and no fewer than six.
- If multiple deposits are made, each deposit should be kept together with its individual deposit ticket.

Deposit Preparation

- Endorse the back of every check with wording to the effect: "For deposit only in Account (Name and #) with Chase". This endorsement must be placed on the back of the check in the area from the left edge of the check and should not extend more than 1½ inches from that left edge.
- Items should be prepared in a condition to be processed on high-speed sorters. Staples, paper clips, tape and wrappers should be removed. Checks should not be folded, bent or torn. Torn checks should be put in carriers or repaired. All checks should be right side up, facing the same direction, with the MICR line on the bottom edge.

- Do not write on the MICR line (the lower edge of the check or deposit ticket) or on the bar code on the deposit ticket.
- A tape listing each item (check) in the package should be included with each individual package of checks:
  - Create a readable listing tape for each package of checks, detailing all checks in order (up to 300 checks per package).
  - Mark all adjustments on the tapes clearly.
  - The individual tape listing for a package of checks should be placed in front of the package of checks to which it pertains. It is not necessary to wrap the package of checks with the tape listing.
  - List each tape total on the check lines of the deposit ticket — each line should represent the total of each package of checks.
- A recap tape, listing the individual package totals that make up the deposit, should be included.
  - Create a separate tape listing each package of checks.
  - Label the tape as a recap tape.
  - Place the recap listing tape in front of the first package of checks.
  - The recap listing tape total of all packages must match the bottom total amount listed on the deposit ticket. Write the total number of checks included in the deposit in the box labeled total item count.
- Detach and retain any copies of the deposit ticket for your records.
- The original, preprinted Chase deposit ticket should be placed on top of the bundle of packages of checks.
- The deposit bundle sequence should be: deposit ticket, recap tape, first package tape, first package of checks, second package tape, second package of checks, third package tape, third package of checks, etc.
- Secure the deposit bundle with two rubber bands of the appropriate size, one on each end of the bundle. Be careful not to bend or tear the bottom portion of odd-sized checks when securing the deposit bundle.
- Place deposit bundle in a clear or transparent, tamper-resistant plastic bag.
- Seal the plastic bag.

Multicurrency Deposit Preparation

- Chase will provide a transmittal form with instructions on how to prepare the checks for deposit. These are delivered to you as part of the initial service setup, and additional forms can be ordered as needed.
- Bundle checks drawn in foreign currencies and/or drawn outside the U.S. separately, by currency and country of the paying bank.
- Endorse the back of each check on the trailing edge with a stamp including the term "Prior Endorsement Guaranteed", and your account name, account number, and (optionally) branch number.
- Multi-currency check deposits and collections should be delivered via courier or U.S. Mail to Chase operations in Houston, Texas.

- You may choose to use a 16 digit alphanumeric, non-MICR field reference number to reconcile your Multi-currency Deposits and Collections. If you choose to, you must use a separate transmittal form for each deposit or collection requiring that unique reference number.

Documentation

We strongly suggest that depositors retain one or more of the following to expedite the collection process in the event of lost items through the depositing/clearing process:

- Photocopy, microfilm or image of the front and back of each check
- Detailed description of all checks, such as MICR line information, name, address, bank name, bank account number and/or check number
- Copy of each tape for your own records

In the event the client fails to retain one or more of these items, Chase will have no liability to the client for any losses in connection with any such items.

Delivery

The County will have two primary options for delivering checks to Chase:

- Contract with a local courier service.
- Hand-deliver deposits.

Either delivery method is acceptable; however, Chase will accept responsibility only for work receipted or signed for at the check processing location.

**b) *What method do you have available to allow us to identify the Gila County department or political subdivision making the deposit?***

Gila County's deposit tickets will include an auxiliary MICR field containing up to 10 digits for each of the County's locations. Please see the MICR specification for the requirements if you use fewer than the maximum number of digits to identify a depositing location.

We also offer variable serial number processing for those transactions that require a serial number to be associated with the deposit. The transaction specific serial number can be included in the auxiliary MICR field on the deposit ticket subject to the length limitations described above.

Chase strongly encourages clients to use the auxiliary MICR field to facilitate the accurate posting of deposits and adjustments to their account, bank statement and information reporting statements.

**c) *Are there branches located throughout Gila County that can accept deposits from various political subdivisions and Gila County departments? If yes, identify the locations in the county.***

Chase Bank has an established branch located at 201 S Beeline Highway, Payson, AZ 85541

**d) *Identify all costs associated with a deposit. (Fees or credits-related information shall be included on your Pricing Sheet.)***

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

**e) *Do you provide for image cash letter processing? If so, what fees are associated including monthly maintenance fees?***

Chase offers two primary (2) alternatives (each offering an ACH clearing solution) for processing electronic check deposits:

1. **Image Cash Letter (ICL)** - The electronic equivalent of a paper cash letter deposit, ICL uses an ANSI X9.100-187 formatted file, containing images of original paper items and data corresponding to the item MICR line, to facilitate electronic check deposit processing.
2. **Image Deposit Direct (IDD)** - A remote deposit and capture solution, IDD will allow Gila County to make deposits to any Chase account from any location and also import detailed deposit activity reports into internal accounts receivable systems.

### Image Cash Letter (ICL)

An Image Cash Letter (ICL) is the electronic equivalent of a paper cash letter deposit. Depositors provide an ANSI X9.100-187 formatted file that contains images of the paper original items and data that corresponds to the item MICR line. Items that meet acceptability standards are processed through normal internal deposit posting, reporting and settlement processes. Items that fail image quality edits are reviewed as suspect. Items failing suspect review are nonconforming items (NCI's) and are adjusted against the cash letter total. Forward clearing presentment is done through posting checks drawn on-Chase, presenting most items as image exchange to more than 21,500 Routing Transit numbers, and the rest by image replacement document (IRD) presentment. Image exchange is per bilateral agreement of both the depository bank and the paying bank. Accounts receivable conversion (ARC), conversion of eligible items to clear through the ACH network, is available to corporate clients.

Use ICL to:

- Reduce the costs, time and risks of transporting physical paper checks
- Accelerate funds availability compared to traditional check processing
- Eliminate multiple passes in lockbox processing
- Eliminate the need for multiple banking relationships

Here is a detailed overview of how the ICL solution works:

ICL Solution Overview

Image Cash Letter

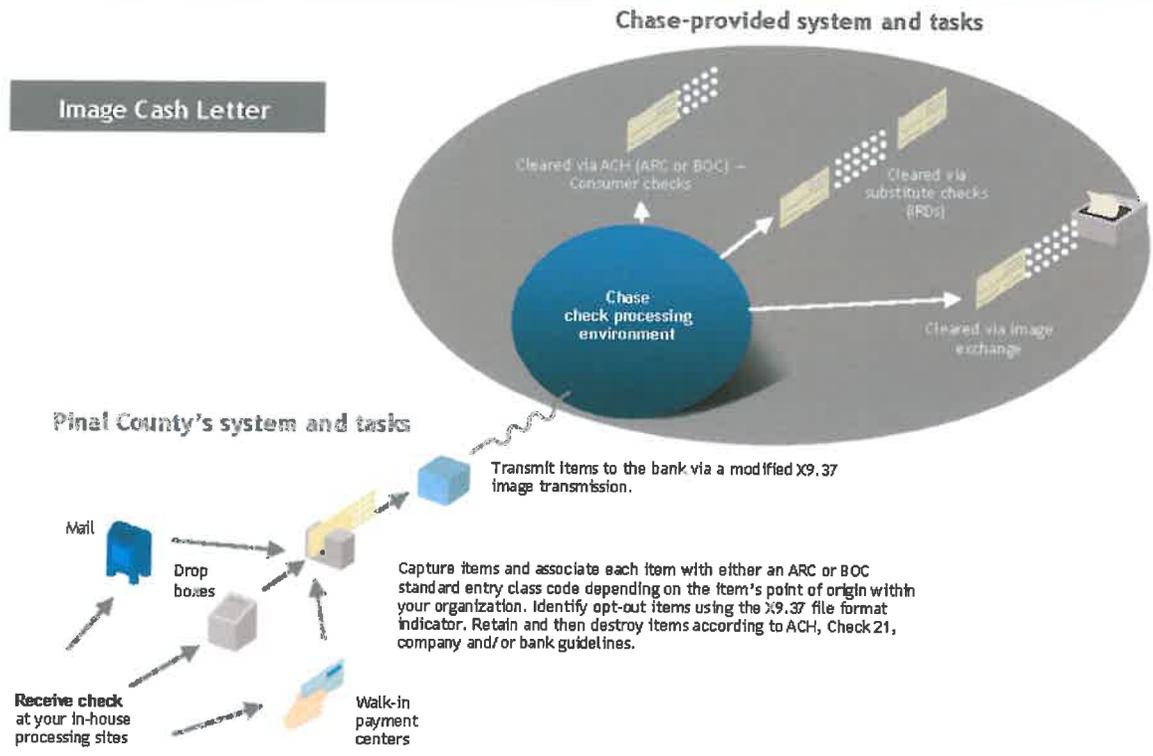


Figure 1

- Capture paper check and related payment information as images. Checks must be U.S. dollar-denominated and drawn on U.S. financial institutions.
- Send the electronic image cash letter, which contains mixed cash letter items in the ANSI X9.100-187 file format.
- When we receive an ICL file, we review to ensure:
  - The file contains proper content and is properly constructed.
  - Image Quality — An image quality analysis (IQA) is performed on each item and includes tests for: dots per inch (DPI), document length, document height, missing corners, streaks, darkness, noise, brightness, contrast, focus, skew, E13b integrity and MICR match.
- We provide automatic notification of a successful or unsuccessful file received and will notify you by e-mail of any images that do not meet image quality standards.
  - Images that fail the initial image quality test are deemed suspect. We manually review these to determine if the deficiency (e.g., too light, failed contrast, unreadable signature, etc.) is within the guidelines of Check 21. If possible, we pass the items back into the clearing process, since these items have a high probability of acceptance at the paying bank. These items will incur an additional day of availability.
  - Images that are unacceptable, nonconforming items (NCIs) are entered into our deposit correction system. You will receive notification via e-mail for any image that does not meet acceptable image quality standards. You can then either rescan the item or submit the item via paper deposit.

- Deposits received by 8:00 p.m. AZ Time will receive same-day ledger credit if the County is set up for standard Image Cash Letter processing. However, if the County elects to use Image Cash Letter with ACH conversion, the deadline is one hour earlier at 7:00 p.m. AZ Time .
- We will electronically sort your file and clear each check, assigning availability per your assigned availability schedule.
  - Most items, drawn on image-exchangeable endpoints, will be cleared via an image cash letter. We have one of the most extensive image clearing networks in the country, reaching 24,000 endpoints, covering more than 99% of all deposited checks.
  - Some items, drawn on non-image-enabled endpoints, will be cleared via image replacement documents (IRDs, also known as substitute checks).
- If you've chosen our optional ACH clearing service, eligible items will be converted and cleared via ARC.
- Chase employs some of the most advanced ACH-eligibility decision methodologies in the industry to decide the most effective means of clearing items.
  - Zero Administrative Returns (ZAR): Nonfatal ACH returns will automatically be re-presented up to two times based on your account setup.
  - Preemptive Processing Intelligence (PPI): Ineligible item database logic ensures clearing as a check via image exchange or IRD.
  - Notification of Change (NOC): The NOC database enables repetitive payment processing edits to ensure ARC processing.
- Return items in the electronic deposit and clearing system are handled the same as in the traditional paper process.
- ICL transactions are reported through our current-day and prior-day information reporting systems.

During the creation of the ICL, the County will be responsible for:

- Check imaging and MICR capture
- Imaging and MICR quality
- Recording the dollar amount for each check on the electronic file
- Balancing your ICL deposit
- Preventing double presentment of the same check
- Preparing your ANSI X9.100-187 file according to Chase's specifications which we'll provide you during the implementation and testing process
- Setting up and maintaining your connectivity and transmission capability, including adhering to security, encryption and authentication standards
- Disposition of original checks
- Producing a better copy of the check or the original check, if requested

Our goal is be the "best in class". Below are some product differentiators, which we believe sets us apart from the competition:

- Electronic Notification of ICL Transmission — you will receive an electronic notification for each Image Cash Letter file, whether successfully or unsuccessfully transmitted to Chase. Notification, including the number of items and dollar totals is via e-mail or XML transmission to the recipients you've designated.

- Duplicate file and item detection — Our transmission management process includes duplicate file review against a 45 day database of recent transmission activity. File headers are reviewed for volume, value, composition date and time, and sender details to guard against duplication. Chase will not process a file if the header and/or detail records indicate zero dollar value. Timely e-mail and telephone notification minimizes service disruptions.
- Codeline Matching — Individual check images are parsed and reviewed to ensure that data and images match, and images are of sufficient quality to ensure that the transaction is successfully completed. Chase uses industry-standard and third-party codeline match software to validate check images.
- Image Quality Assurance (IQA) enhances the capture quality of the depositor, lowering the suspect and nonconforming image percentages, thus lowering processing delays and costs.
- Avoidance of Intellectual Property Litigation — Data Treasury has granted Chase a license to use its patents on a worldwide basis. The terms of the licensing agreement are confidential, however, they do include “safe harbor” and “most favored licensee” protection for Chase, giving us a competitive edge in check processing. Chase is licensed under U.S. Pat. Nos. 5,910,988 and 6,032,137.
- On-Us Value — Zero-day availability for checks drawn on Chase nationwide. Controlled Disbursement checks receive 0-day availability before 4:00 a.m. AZ Time and 1-day availability after that time. The Federal Reserve, for example, cannot provide on-us availability. As the largest issuer of check dollar value, it is likely that the greatest percentage of your work is concentrated in checks drawn on Chase than any other single bank.

#### Image Deposit Direct (IDD)

Our remote deposit capture solution, Image Deposit Direct (IDD), provides end-to-end hardware and software that will enable the County to deposit checks from any location at any time, eliminating the need to bring checks to a bank location.

Gila County will be able to scan checks for deposit, securely store the images at a Web-accessible archive, convert consumer checks into ACH transactions, and submit the images to Chase for deposit.

IDD is web-based, requiring a desktop check scanner and computer. All of the deposit activity can be accessed using our reporting capabilities, available on-screen and via download.

A comprehensive remote deposit solution, IDD will:

- Enable the County to deposit items from anywhere in the United States, with the flexibility of scanning any time day or night.
  - Facilitate check deposits from various locations into one account
  - Reduce costs and risks associated with the physical transportation of check items (i.e. trips to the branch, courier services)
  - Consolidate multiple regional depository bank relationships into a single account at Chase and reduce deposit, sweeps, and wire transfer expenses
  - Improve funds availability compared to traditional paper deposits
  - Streamline your accounts receivable process
  - Provide extensive information reports and transaction detail online

Image Deposit Direct (IDD) is implemented with the assistance of our experienced IDD operations team and includes a one-hour training session. RDM is our vendor partner for the

client software. Epson, Panini or RDM scanners are used to scan checks. Here is a detailed overview of how the IDD solution works:

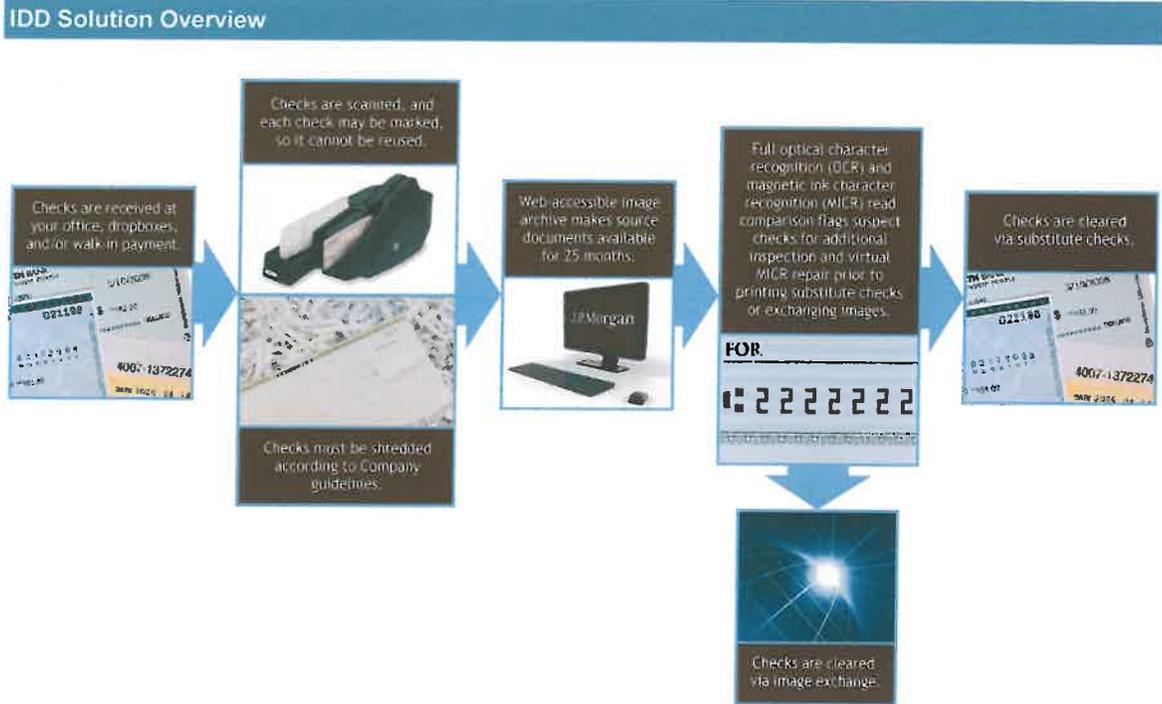


Figure 2

- A Gila County payer drops the payment into a drop box, brings a check for payment into a County office or mails a check to your internal lockbox.
- The County may manually endorse checks prior to scanning or use the virtual endorsement, which is available on the recommended Epson CaptureOne scanner. If applicable, remittance data can be entered (up to 20 additional fields of information configurable to your requirements, including account number, customer name, etc.)
- Remittance data is entered (up to 10 additional fields of information which are configurable to your requirements -account number, customer name, etc.)
- The County may elect to include a franking feature (for Epson scanner only), allowing County scanners to place "ELECTRONICALLY PROCESSED" on the front of checks as an indicator that the checks have been processed. This feature mitigates risk as processed checks will be voided.
- It is recommended that checks be held for a period of 14 days prior to destruction. We also recommend the County discuss destruction of checks with their Risk and/or Audit departments to help ensure that County policies are adhered to.
  - The IDD image repository holds the images for 25 months and is accessible via the Internet in case an image of a deposited check is required.
- The County will be able to scan, virtually encode, and upload your IDD deposit throughout the day (Note: Chase is able to accommodate later deadlines for clients in the Pacific Time zone).
  - **IDD Standard** — Account is credited on a same-day basis with availability assigned via your assigned availability schedule for deposits submitted before 8:00 p.m. AZ Time .

- IDD with ACH — ARC-eligible checks and nonconvertible checks are combined into a single deposit on next-day basis. ARC-eligible checks are available the next business morning, while the nonconvertible checks are available based on your assigned availability schedule for deposits submitted before 5:00 p.m. AZ Time .
- An image quality analysis (IQA) is performed on each item and includes tests for: dots per inch (DPI), document length, document height, missing corners, streaks, darkness, noise, brightness, contrast, focus, skew, E13b integrity and MICR match.
  - Images that fail the initial image quality test are deemed suspect. These items are manually reviewed to determine if the deficiency (e.g., too light, failed contrast, unreadable signature, etc.) is within the guidelines of Check 21. We pass the items back into the clearing process if the decision is yes, since these items have a high probability of acceptance at the paying bank. These items will incur an additional day of availability.
  - Images that are unacceptable, nonconforming items (NCIs) are entered into our deposit correction system. You will receive an adjustment notice advice for these items which you can then either rescan the item or submit via paper deposit.
- When the County submits an IDD deposit, the imaged check will be reviewed and sent for clearing:
  - Items drawn on image-exchangeable endpoints will be cleared via image exchange. We clear 99% of deposited checks via image exchange to approximately 24,000 endpoints.
  - Items drawn on non-image-enabled endpoints will be cleared via image replacement documents (IRDs, also known as substitute checks).
  - If the County elects to subscribe to the optional ARC service, eligible items will be cleared via ACH (ARC). Chase employs some of the most advanced ACH-eligibility decision methodologies in the industry to decide the most effective means of clearing items.
    - Zero Administrative Returns (ZAR): Nonfatal ACH returns will automatically be re-presented up to two times based on your account setup.
    - Preemptive Processing Intelligence (PPI): Ineligible item database logic ensures clearing as a check via image exchange or IRD.
    - Notification of Change (NOC): The NOC database enables repetitive payment processing edits to ensure ARC processing.
- View IDD deposit and adjustment transactions online via the prior-day balance and transaction reporting module of J.P. Morgan ACCESS - our web-based information reporting and transaction-initiation system.

The IDD Resource center (<http://www.jpmorgan.com/iddresourcecenter>) contains, technical specifications, checklists, user guides (English and Spanish), helpful links, etc.

**f) *Standard return and re-clear processing.***

Chase maintains a comprehensive database that will detail Gila County's return item handling instructions. During the check clearing process, deposited checks may be returned by the paying bank for a number of reasons, including non sufficient funds (NSF), uncollected funds, stop payment, account closed, etc. Most returned items are routed through the Federal Reserve System to our regional return processing areas.

After processing Gila County's return items per the County's handling instructions, the returns system will generate a debit to the County's designated demand deposit account (DDA). Actual return items will be matched to a return item advice and mailed to the County's DDA statement address via First Class U.S. mail. The return advice will list the dollar amount and the reason for return for each item.

Items being re-deposited will be assigned availability and re-entered into the clearing system. Typically, re-deposits will not be posted to your DDA, nor will they appear on the return item advice. However, Chase is able to report information on re-deposited items to the County.

**Return Item Advice Options**

Return Advices will be generated throughout the day and sent to Gila County via First Class U.S. mail. Mailings will also contain the actual return items.

Return Advices contain the following information:

- Processing Date (debit date)
- Advice number
- Deposit Account Bank Number
- Deposit Account Number
- Alternate Chargeback Account Bank Number (if applicable)
- Total Debit Amount for the Advice
- Location/Lockbox Number (if applicable)
- Dollar Amount of each Return
- Reason for each Return
- Maker Name for each Return (if applicable)
- Internal Bank Sequence Number for each Return

We offer following advice options:

Standard Advice

- The standard advice lists up to eight returned checks.
- If location (store or lockbox) processing is requested, advices are produced by location.
- If "maker name" has been requested, the maker's name (first initial and last name) will be included on the advice.

**Sample Single Item Advice**

JPMorgan Chase Bank, N.A.  
 14900 Frye Rd. Ft. Worth TX 76105  
 Date: Feb 28, 2005 Advice D-256707

Acct: 602/98765321

These items are being charged to your account and will be assessed a fee on your analysis statement.  
 Inquiries: BUSINESS BANKING 800-404-4111  
 COMMERCIAL CUSTOMERS-Contact Service Rep

REASON	SEQ #	ITEM AMOUNT
Stop Payment	000010	1,000.00

BOOK STORE  
 PO BOX 10345  
 CITY, STATE ZIP

1 Item charged totaling \$1,000.00

Advice Total \$1,000.00

:402333199: 00000098765321 :0000256707:

Sample

**Figure 3**

- Cash Letter Advice — this advice will list all return checks processed during the current cycle. Multiple advices may be created during the processing day.
- Extended Data Advice — if extended data is keyed, additional fields appear on advice.
- Single item advice — each return appears on a single advice.

**Return Item Posting Options**

- Single Item Posting — each return is posted individually to your account.
- Advice-Level Posting — the account is debited at the advice level.
- End-of-Day Posting — all returns for the day's processing are posted as a lump sum to the account.

**Store/Location Number**

The store/location or lockbox number will be provided for return item reporting. The store/location number can contain up to 10 digits. Clients using this service should use deposit tickets that include the store/location number in the MICR line. The endorsement stamp for each store/location should also contain this number.

**Automatic Redeposit**

Eligible checks returned for the first time can be automatically re-deposited. Chase can redeposit all returned checks, only checks under a certain dollar amount, or only checks greater than or equal to a certain dollar amount. Collection float for the re-deposited items will post to your account.

Multicurrency deposited items are not eligible for redeposit. Non-U.S. Dollar-denominated checks which are returned are converted to U.S. Dollars on the date Chase receives notice of dishonor.

**Redeposit Posting/Notification**

Chase offers three options:

- Option 1 — the redeposit does not appear on either advice or post to your account.
- Option 2 — the redeposit appears on advice and posts as debit and credit to your account.
- Option 3 — the redeposit appears on return item advice but does not post to your account.

**Represented Check Entry (RCK)**

RCK is a special redeposit process that converts eligible paper check returns into an ACH-formatted debit record to be re-presented via ACH. RCK rules allow an extra presentment when compared to paper redeposit. You can choose between one paper redeposit followed by a final ACH presentment or two ACH presentments. RCK can also accelerate and may reduce the costs of returned check collection.

Deposited checks are processed through their normal channels. Eligible checks that are returned by the paying bank are converted by our Returns Unit to a NACHA-formatted ACH debit record and are re-presented via ACH. You have the option of choosing the date of the first ACH debit (e.g., on the next business day, a specific number of days in the future [up to 30 days], a specific day of the month [such as the 1st or 15th] or the end of the month).

The ACH processing unit will pick up the ACH file and send out the ACH debits for processing on your behalf. If there are any items that are not paid through the ACH presentments, ACH will debit your account and will notify you of those items.

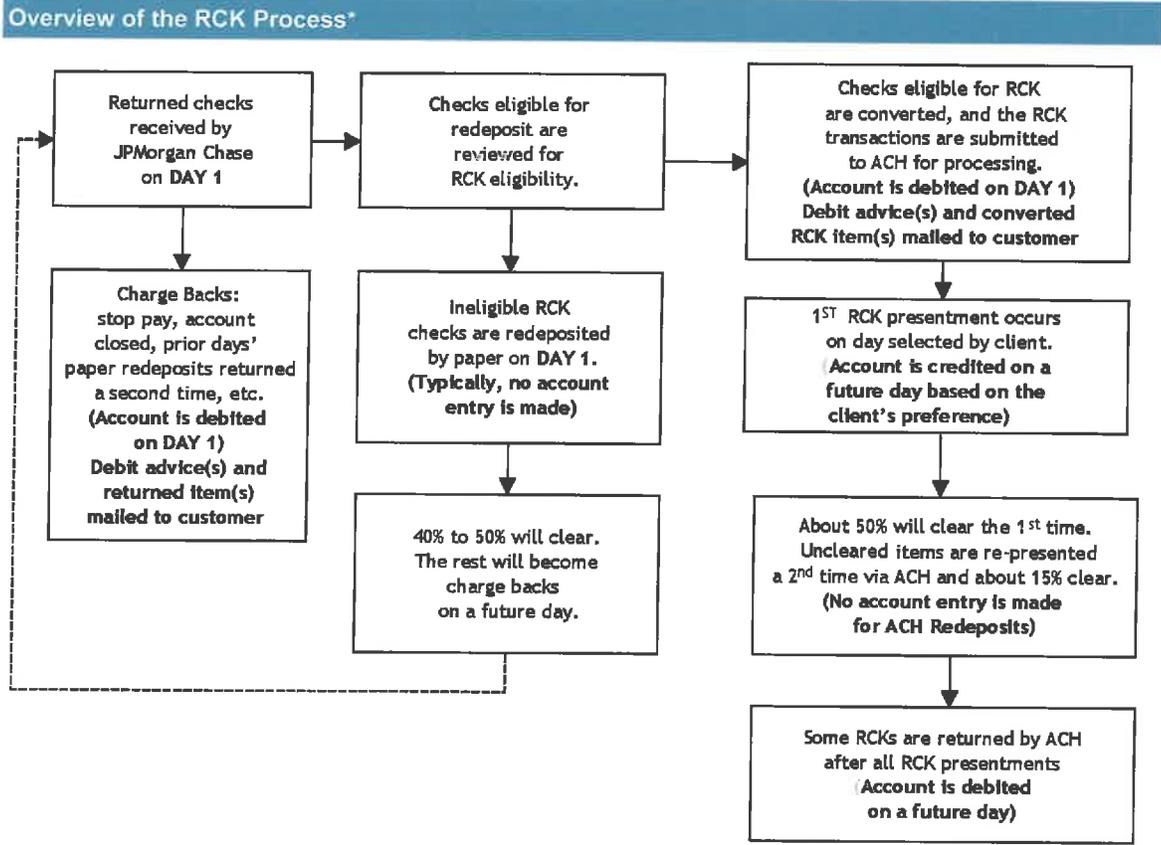


Figure 4

\*Percentages are industry averages; actual clearing percentages may differ.

Please note that clients must disclose to check writers that the check may be converted to an electronic debit. Additionally, only checks that meet the following criteria are eligible for RCK:

- Returned for NSF or uncollected funds
- Written for an amount less than \$2,500
- Drawn on a consumer bank account
- Not drawn on a Federal Reserve Bank or Federal Home Bank
- Contains a preprinted serial number
- Dated less than 180 days prior to the ACH debit transaction

If you are interested in the benefits of RCK, you may want to consider our optional ACH (ARC) service from Image Cash Letter and Image Deposit Direct, both of which clear eligible items by ACH during the initial clearing process. ACH representation substitutes for the RCK process on any returned items.

**Centralized Returns**

Returns can be consolidated from multiple depository banks into one central account at Chase. Checks are endorsed with a unique routing and transit number, which directs the paying bank to direct returns to Chase, regardless of the bank of first deposit. Return debits, data and information reporting is centralized into a single account. All other check return services identified in this section can be used with centralized returns.

If you are interested in centralizing all your returns in a single account, since the benefits of electronic deposit products Image Cash Letter, Image Deposit Direct and Chase Quick Deposit centralize the deposits, any returns are also centralized.

**Maker Name**

The name of the check writer is data-keyed (up to 12 characters) and will appear on the return item advice. It can also be provided via our information reporting systems. The maker name is not provided for re-deposited items and is required for RCK.

**Internet Image Viewing via Check Deposit Return Images**

Check Deposit Return Images is a next-day Internet access tool that stores return and redeposit item information and images. This solution allows authorized users at your organization to electronically retrieve return and re-deposited item images, which are stored for up to seven years.

Check Deposit Return Images provides secure 24-hour, high-speed online access to your return and redeposit images.

To query for an image, type the appropriate information into the available fields. Enter as much information as possible to narrow your search and promote speedier retrieval. Available search criteria include:

- Trips Sequence Number — internal number assigned by Chase's returns processing platform. This number is on the mail advice.
- Transaction Date — date range for query in "from/to" format. This is a required field.
- MICR Check Amount — dollar amount of returned or re-deposited item
- Advice Number — from the mail advice
- Check Number — if data is available
- Deposit Amount — if data is available
- Deposit/Charge Account — deposit account number
- Deposit Sub/Store Number — store/location/lockbox number
- Alt Charge Account — debit account for return items if different from the deposit account
- Redeposit — Y = re-deposited item, N = returned item

The query can generate an electronic file which can be downloaded from Check Deposit Return Images in a spreadsheet format.

**Fax Notification**

Faxes of the front and the back of the returned and/or re-deposited items can be faxed to you. We can fax to one number per location. The following options are available:

- Fax all returns over a certain dollar amount
- Fax all returns
- Fax re-deposits over a certain amount
- Fax all re-deposits
- Fax all returns and re-deposits over a certain amount
- Fax all returns and re-deposits

The faxes can be provided throughout the day as the items are processed or at the end of day.

**E-Mail Notification**

Chase can send you an informational e-mail that contains both return items and redeposited items. The e-mail contains summary information only and does not include an image due to e-mail size, privacy and security reasons. We can send e-mails to one e-mail address. The following options are available:

- E-mail all returns and re-deposits
- E-mail all returns and re-deposits over a certain dollar amount

The e-mails can be provided immediately, hourly or at the end of day.

**Telephone Notification**

An informational telephone call can be placed to you. The following options are available:

- Phone for all returns over a certain dollar amount
- Phone for all returns
- Phone for all re-deposits over a certain amount
- Phone for all re-deposits
- Phone for all returns and re-deposits over a certain amount
- Phone for all returns and re-deposits

The calls are made throughout the day as the items are processed. Therefore, you may receive multiple calls during the day.

**Information Reporting**

All return debits are available on all of our information reporting systems. The data available will depend on the posting option (single item or lump sum) selected by the County.

**Current Day**

Periodically throughout the day, we will update your available balances to reflect the return and re-deposited items that we have processed. Your available balance will be reduced to account for the end-of-day posting of returned items and for redeposit float. Each item will be a reportable transaction and will contain summary information (transaction type, check number and dollar amount). Please note that our Returns Units will process all items received during the day. Therefore, some items may not be processed until after your business day is over.

**Prior Day**

These reports are typically available by 4:00 a.m. AZ Time . Single-item posting data will include the dollar amount, the return reason and, if enabled, the store/location number and the maker name. The following data, if available, will also be included: the check number, the original deposit amount and the original deposit date.

Lump-sum posting data will include the dollar amount, the store/location number (if enabled), the advice number and the number of items that are included in the debit.

Prior-day returns data are also available via a BAI transmission and include the same data as described above.

We have provided illustrative examples of how each type will appear in prior-day information reporting, on the bank statement and in the BAI file. Actual data reported and record layouts will vary depending on the return service options selected by the client.

Posting Examples	Prior-Day Reporting, Bank Statement and BAI Layout	Comments
<p>Single item posting — with some optional fields</p>	<p>DEP ITEM RETURN  DEPOSITED ITEM RETURNED NSF 2<sup>nd</sup>  00289 MR MAKER  #OFITEMS00001CK#00000131  DEP AMT000000024325960DEP DATE020110  CK AMT0000058549</p> <hr/> <p>16,555,58549,,000000000000,/</p> <p>88,DEPOSITED ITEM RETURNED NSF 2nd 00289  88, MR MAKER # OF ITEMS00001CK#00000131DEP AMT  88, 0000024325960DEP DATE020110CK AMT0000058549</p>	<p>Return Reason = NSF 2<sup>nd</sup>  Store/Location Number = 00289 (if enabled)  Maker name = MR MAKER (if keyed)  Check Number = 131 (if available)  Deposit Amount = \$243,259.60 (if available)  Original Deposit date = 020110 (if available)</p>
<p>Lump-sum posting with location number</p>	<p>DEP ITEM RETURN  DEPOSITED ITEM RETURNED 258574 SUB289  # OF ITEMS00003</p> <hr/> <p>16,555,2210551,,000000000000,/</p> <p>88,DEPOSITED ITEM RETURNED 258574  88,SUB289 # OF ITEMS00003</p>	<p>Advice # = 258574  Lump sum posting will still be at the store/location level = 0000000289  # of items = 3 (total number of items on advice)</p>

Our Returns and Exceptions Report is available online via J.P. Morgan ACCESS. This functionality allows you to choose between a preformatted report and a data file. The following information is available for prior-day returns: depository account number (or alternate account number), processing date, original deposit date, check amount, MICR line information of the item (RT number, account number and check number), return reason code, disposition code (return, redeposit or RCK conversion), store number (if used) and maker name (if used).

Sample Returns and Exceptions Report

Cash Reporting - Returns and Exceptions Report							J.P.Morgan
Company Name: UATWAMU							
As of: 10/20/2009							
Date Type: Post Date							
<b>Report Filters</b>							
Beneficiary Name:	n/a	Viewing Option(s):			n/a		
Amount Range:	n/a	Your Ref:			n/a		
Status:	All Statuses						
**For Informational Purposes Only**							
Bank:	JPMORGAN CHASE BANK N.A.					Currency:	USD
Account Number:	12345678900						
Account Name:	Your Account Name						
Reference	Company/Location ID	Amount	Post/Orig.	Status	Return/Reject Reason		
Ref/Check #: 00000000001168	1698023083	238.79	10/20/2009 10/17/2009	RETURN	R01 INSUFFICIENT FUNDS CHECKING		
Name: T JONES							
Bank: 322271827							
Account: 222222222							
Cust. Trace: 082846402001810							
Bank Trace: 021000028886664							
Batch Desc: PAYMENT							
Orig. Name: FINE COMPANY							
Ref/Check #: 0000000000118	1698023083	60.20	10/20/2009 10/18/2009	RETURN	R01 INSUFFICIENT FUNDS CHECKING		
Name: W SMITH							
Bank: 111808271							
Account: 333333333							
Cust. Trace: 082841902008349							
Bank Trace: 021000028886663							
Batch Desc: PAYMENT							
Orig. Name: SOME COMPANY							
<b>ID Sub Total:</b>		<b>298.99</b>	<b>Items:2</b>				
<b>ACH Return</b>		<b>298.99</b>	<b>Items:2</b>				
Ref/Check #: 304	1480	45.00	10/20/2009	RCK	01 NSF 1ST PRESENTMENT		
Name: E CLARK							
Bank: 11100002							
Account: 666666666							
<b>ID Sub Total:</b>		<b>45.00</b>	<b>Items:1</b>				
<b>RCK</b>		<b>45.00</b>	<b>Items:1</b>				
<b>Account Total:</b>		<b>343.99</b>	<b>Items:3</b>				
<b>Grand Total:</b>		<b>343.99</b>	<b>Items:3</b>				

End of Report

Figure 5

**Charge Alternate Account**

Returned items can be debited from an account other than the original depositing account. The alternate account to be charged should generally be in the same processing region in which the original depositing account is located.

**Alternate Mailing Address**

Return items and the accompanying advice may be mailed to an address different than the account statement address.

**Expedited Delivery**

Return items and accompanying advices are sent to you via an overnight mail service (e.g., FedEx, UPS Overnight, DHL). Simply supply your overnight mail service billing account number, name, preaddressed labels and envelopes.

**Duplicate Advice**

A copy of the return item advice is mailed to a second address. Expedited delivery is also available for this service.

**Duplicate Check Copy**

A copy of the actual returned item is mailed to a second address. Expedited delivery is also available for this service.

**g) *Deposit reconciliation services availability.***

Chase offers a complete range of account reconciliation services, including Deposit Reconciliation.

Our Deposit Reconciliation service will provide the County with a listing of all deposits (identified by department/location number), as well as miscellaneous debit/credit deposit adjustments. Reports can be sorted by account and department/location, allowing deposits from multiple locations to be made into a single account.

The County will receive a deposit detail report and a summary report totaling deposits by location for a predetermined length of time. Deposit reconciliation will report activity individually with summary totals at the end. Reports can be transmitted electronically or delivered to Gila County via the County's preferred carrier (U.S. Postal Service, UPS, FedEx or any other express courier service).

Deposit slips are preprinted with a Unique Location ID (ULID) for each department/location, and deposit history information is sorted by account and ULID.

**h) *Does the bank provide any methods to detect counterfeit currency before it is accepted by the County i.e. cash verifying pens, scanners, etc?***

Chase uses state-of-the-art bill counters with sophisticated counterfeit and mutilated bill detectors. In the event that counterfeit bills are detected during a Gila County deposit verification, the County's account will be debited for the amount of the counterfeit. The required Secret Service document (Form SSF1604) will be completed and submitted to the Secret Service along with the counterfeit bill(s). The debit advice and a copy of the SSF1604 report will be mailed to the County.

Note: Chase does not provide counterfeit detection devices.

**2. CHECK CLEARING**

**a) *Identify all costs associated with check clearing on your Pricing Sheet.***

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

**3. WARRANT CLEARING**

**a) *Can credit be provided to the Treasurer for any missing warrants?***

Chase will provide credit to the County Treasurer for any missing warrants.

**b) *What method do you have available to allow us to identify the political subdivision that issued the warrant?***

High order prefix (also referred to as division sort) is available to identify the political subdivision issuing a warrant. There is no practical limit to the number of sorts available per account. Warrant detail information would include the warrant serial number and MICR dollar amount.

Each division sort will be identified in the reconciliation process by a unique two to four-digit code. This auxiliary field of the warrant MICR line can range from six to ten numerical characters in length, leaving up to eight characters for a warrant serial number.

Gila County will be able to create as many group divisions as desired. The uniqueness of the division sort lies in its flexibility, allowing the County to create an internal account structure for management purposes while maintaining a single, consolidated disbursement account. The only requirement is that all divisions must operate under the same tax ID.

*c) Can you provide images of paid warrants by political subdivision?*

The County may choose from three (3) alternatives for accessing images of paid warrants:

**1. Online Retrieval**

Chase recommends our internet-based 7-year paid warrant and check archive, available online via Payables Web Services (PWS). PWS, which is available via the J.P. Morgan ACCESS portal or stand-alone login, offers unlimited access to paid warrant and check images for up to 7 years. The image archive is fully backed up in real time and allows for individual and batch image retrieval options.

**2. Daily Direct Transmission**

As an alternative to image retrieval through Payables Web Services ("PWS"), the County may elect to have images transmitted directly on a daily, weekly, monthly or custom calendar basis. The County would automatically load and store transmitted check images in an internal archive.

**3. Monthly CD-Rom Mailing**

Our CD-ROM service complements our image archive service and enables clients to meet compliance and regulatory requirements to maintain onsite copies of paid checks and warrants.

*d) Identify all costs associated with clearing and payment of warrants on Pricing Sheet.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

**4. RETURNED ITEMS AND STOP PAYMENT**

*a) Identify all costs associated with placing a Stop Payment on a check or warrant issued by the Gila County Treasurer or any of its political subdivisions.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

*b) Can you provide an interface to allow the Treasurer to process stop payments directly into the bank's system? If so, describe the interface.*

Using the Check Inquiry module of J.P. Morgan ACCESS (our proprietary information-reporting and transaction-initiation tool), Gila County will be able to research paid check history online, and use the stop payment link to place stop payments.

Stop payments can be placed on individual checks or check ranges.

Stop Payment Request    Home    Sec Admin    Inquiry    Stops    Photos    Recn Input    Check Print

Account: 0630002222-41card check    Paid checks from 2-18-2009

Request Type:  Single  Range    Reason: Other

Check No.    Amount

Payee

PDF Confirmation on Submission    Submit    Print

	ACCOUNT	Check No.	To Check No.	Amount	Payee	Reason	Alternate Action
1.	06300021111	1111				09	Edt Delete
2.	06300022222	1231				09	Edt Delete

Figure 6

Online stop payments may be placed and revoked individually or by range. Stop payments and revocations can be requested online for up to 250 items per range with no limit to the number of range stops or revocations. The County will also have the ability to inquire on the real-time status of an individual or range of checks and retrieve associated images.

Stop payments adhere to UCC regulations, remain in effect for one year and are renewable annually for up to six (6) additional years, providing seven (7) years of potential stop payment coverage.

c) *Identify the time before the stop-pay becomes effective.*

Valid stop payment instructions issued online are effective immediately. The associated information updates our teller systems in real-time. If a valid stop payment is on file with a matching check number and corresponding amount before the check is cashed, the County will be protected against loss.

The system will automatically research 90 days of transaction history to identify if the check has been paid. If our records show the check has been paid, the system will report the payment date.

Once the stop payment is submitted, the system immediately provides confirmation of successful submission of the stop payment instruction, online. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through J.P. Morgan ACCESS.

d) *Identify all costs associated with clearing and payment of warrants on the Pricing Sheet.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

- e) *Can you provide a means for returned items to be deposited a second time before the items is returned to the Treasurer for collection?*

UCC guidelines specify that the redeposit of a paper item may occur only once. Using Chase's Re-Presented Check (RCK) service, re-deposits of eligible items may be performed up to two (2) times. Re-deposits may occur one time by paper and another by ACH, or via two ACH presentments with no paper redeposit.

An overview of the RCK process:

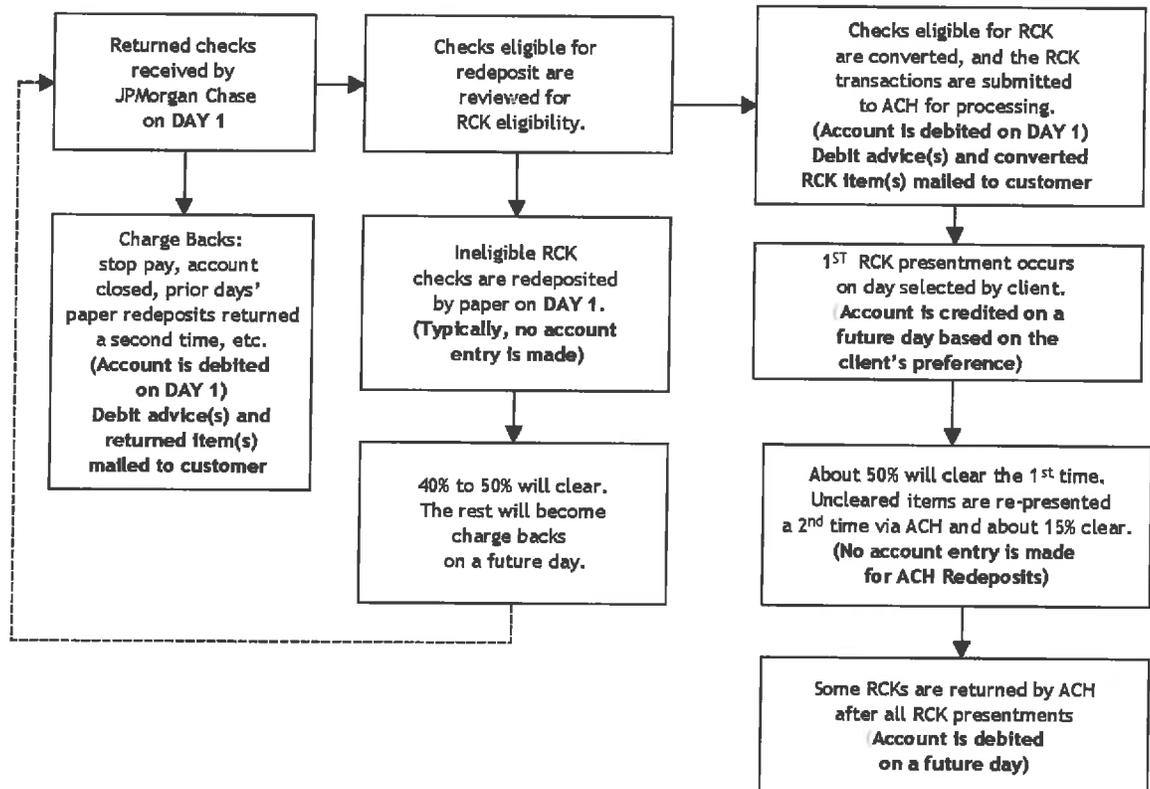


Figure 7

The County will be able to choose the date of the first ACH debit (e.g., on the next business day, a specific number of days in the future [up to 30 days], a specific day of the month [such as the 1st or 15th] or the end of the month).

The ACH processing unit will set up the ACH file and send out the ACH debits for processing on the County's behalf. If there are any items that are not paid through the ACH presentments, ACH will debit Gila County's account and will notify County personnel of those items.

5. **WIRE TRANSFER SERVICES — Describe the bank's process, including:**

- a) *Ability of County to initiate and monitor wire transfers online.*

Using J.P. Morgan ACCESS, Gila County can enjoy the flexibility of payment initiation via the Internet with confidence that our multi-layer security system will protect the privacy and authenticity of your users, data and transactions. The County will maintain local control over user access to functions and accounts using J.P. Morgan ACCESS maintenance features.

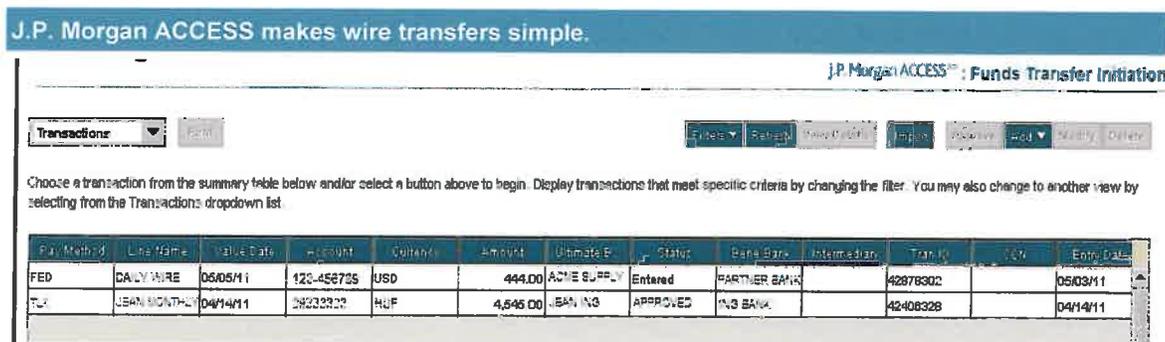


Figure 8

The following information is provided on incoming and outgoing wire transfers on both a current- and previous-day basis:

- Dollar amount
- Unique bank reference number
- Client reference number
- FED/CHIPS reference number
- Received from party (incoming)
- Straight-through or repair indicator
- By order party (outgoing)
- Paid to party
- Beneficiary information, if available
- Unique location identifier (ULID), if available
- Date and time of receipt of wire instruction

**Initiation**

Using the Funds Transfer Initiation module of J.P. Morgan ACCESS, authorized Gila County employees will be able to:

- Combine U.S. dollar and multicurrency payment activities using predefined (**repetitive**) and free-form formats for accounts at Chase and other financial institutions
- Enter book transfer, Fedwire, CHIPS, drawdowns, and multibank payment instructions through a single screen
- Initiate U.S. dollar transfers up to 15 business days prior to the effective date with future-date capability
- Import transactions from your accounting systems using the wire import facility, which supports comma-delimited files for streamlined integration
- Create check and draft payments
- Generate drawdown transactions against pre-established accounts
- Establish Foreign exchange settlements

**Monitoring**

Various reports are available online via J.P. Morgan ACCESS to assist with tracking the status of the County's transfers. Funds transfer information is available near-real-time, i.e., within minutes of transaction processing.

Funds Transfer Initiation and Reporting Module

- **Status Report:** Same-day and historical summary level transaction information based on transfer status: Entered, Approved, Released

- **Pending Approval Report:** Summary-level transaction information for transactions with the status "Entered"
- **Pending Release Report:** Summary-level transaction information for transactions with the status "Approved"
- **Transaction Detail Report:** Same-day and historical wire transaction detail and status; confirmation number will be included for wires with the status "Released"

Cash Balances and Transactions Reporting Module

- **Balance and Transaction Summary Report:** Daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. This report covers both Chase accounts and other financial institution accounts worldwide.

**Balance and Transaction Detail Report:** Daily balance information, including closing ledger, collected and same-day available balances, plus total amounts for debits and credits. In addition, month-to-date, previous month and year-to-date averages are provided, as well as a comprehensive listing of credit and debit activity for the day. Detailed descriptions for each Chase transaction are displayed and may also be included for accounts at other financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

**b) Ability of County to create and store recurring/repetitive3 wire instruction and templates.**

Chase provides the following options for establishing repetitive transfers:

- **Internet:** Gila County will be able to input new, automated, repetitive wire transfer instructions via J.P. Morgan ACCESS.
- **Electronic transmission:** If Gila County prefers to establish repetitive lines stored on Chase's mainframe, the County can use Chase's PaySource Host-to Host transmission product.
- **Mail:** Written requests for repetitive line setup are handled on an exception basis.
- **Other:** If Gila County requires the ability to execute wire transfers via telephone, the County may elect to establish repetitive lines that will be stored on Chase's mainframe.

**c) Ability of County to create and store future dated wire instructions.**

Chase's payment processing system accepts payment instructions up to 364 days prior to value date, and warehouses these transactions in its systems until the value date specified. Warehousing is not limited to certain types of transactions.

Future dated transactions can be submitted via J.P. Morgan ACCESS up to 15 business days in advance. Warehousing is not limited to certain types of transactions.

Wires can be input, approved and released so they will be executed automatically on value day. The wire transfer system keeps track of which transfers are pending and releases them automatically. Given this automation, tickler reports are not required.

**d) Security measures for wire initiation and approval.**

J.P. Morgan ACCESS allows the County to designate the rights of each user on the platform. Services available on the portal accommodate a wide range of security options, including

requests for multiple transaction approvals, demands for separate “enter” and “release” functions for users, dual control among users, and daily or transaction limits.

The County’s security administrators are the only individuals able to assign users with transaction initiation privileges.

**Matrix Approval**

This service enables significant customization of the payment approval workflow in Funds Transfer Initiation to reflect authorizers’ signatory limits.

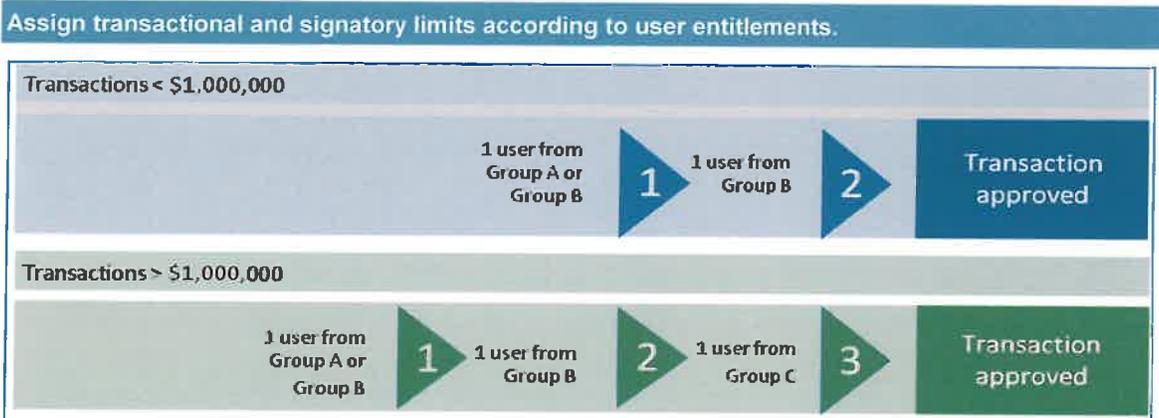


Figure 9

Matrix Approval can be used for tasks as simple as adding an additional approver, to creating complex sets of rules for a board resolution requiring a number of different signers based on transaction amounts. The service enables the creation of different approval rules for different accounts, payment types, initiation method and even beneficiary, as well as by payment value. Furthermore, the County can set the order in which approvals should occur and can require up to nine approvers.

As an additional off-line control, the County can also use Matrix Approval to determine the maximum value of a payment that can be sent through J.P. Morgan ACCESS.

Even where Matrix Approval is not required for signing needs, it can be used to:

- Reduce the amount of time senior management spends on approving payments
- Help call attention to high-value or higher-risk payments during authorization
- Add flexibility and control to payment initiation as part of a compliant and efficient process

The County’s security administrators create groups of approvers with equal signing authority levels. They then define the rules of the payment approval process at an account, amount, payment method or repetitive template level by assigning one or more of these approval groups. The system then routes payments for authorization as appropriate.

**Multilayered System Security**

J.P. Morgan ACCESS employs a multilayered security protocol designed to protect the privacy and identity of users, while maximizing data and transaction integrity. The Bank’s information technology control policy mandates strict physical and environmental controls for data center and non-data center environments across all technology platforms, including computer and network systems and workstations. For security, the J.P. Morgan ACCESS system employs the following.

- **Data Protection:** Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps maintain confidential access and delivery of data and transaction facilities.
- **Access Control:** Client security administrators access the User Setup Forms administration service module to establish and approve users of J.P. Morgan ACCESS cash management services.
- **Computer Registration:** Each time a user logs on through an unrecognized computer, J.P. Morgan ACCESS prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as e-mail, help desk or in person by a the County security administrator.
- **Dual-Level User Authentication:** Two-factor authentication is based on both something the user knows – a personal password – and something the user has: an RSA SecurID® token code.
  - To log on to J.P. Morgan ACCESS, a user is required to enter a user ID and password, as well as an RSA SecurID code if the user is able to perform money movement transactions. Two-factor authentication via this technology helps safeguard against account takeover and other attempts to breach security by employing a small handheld SecurID token that dynamically generates a new six-digit security code every 60 seconds.
  - After login, the system only shows each user a menu of applications according to client-specified entitlements. As an added level of security, the system will automatically log off users after a set period of inactivity.
  - Passwords for non-SecurID user automatically expire every 90 days. Users may change their passwords at any point prior to expiration and security administrators may reset passwords prior to their expiration date. Passwords for SecurID users do not expire because the user's corresponding SecurID code changes every 60 seconds. However, a user may change his/her password at any time.
- **Matrix Approval:** This service enables significant customization of approval workflow in Funds Transfer Initiation to reflect authorizers' signatory limits.

**Transmission Security Controls**

For CPU to CPU transmissions, security controls for individual transactions must reside within the County's own transaction systems. Chase will work with the County to help make sure the transmission of the transactions is secure, i.e., encrypted and authenticated.

*e) Same-day credit for incoming wires.*

The cutoff time for incoming credits is at the close of Fedwire.

*f) Identify all costs associated with placing an outgoing wire.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

*g) Identify all costs associated with receiving an incoming wire.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

*h) What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?*

By using the code word /PRIORITY/ or a pre-agreed Priority pattern in any of the electronic instructions sent to Chase, Gila County can actively manage the County's payment queue within our systems. Payments received with this code word or a pre-agreed Priority pattern are automatically placed at the top of our internal processing queues and are executed as soon as our funds control system releases them. The additional charge for this service is outlined in the Fees section of this proposal.

We recommend contacting the County's Client Service Professional, Gail Haymaker, or Relationship Manager, George McManus, in instances that call for priority or rush wires, so we can identify and monitor the specific transaction and provide feedback to you on the status of the payment.

Note that code word placement and formatting varies based upon initiation method.

*i) Identify the opening hours and the cut-off times in Mountain Standard Time initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.*

Chase provides clients with generous cutoff times to help them ensure same-day execution of their payment instructions. These time frames are outlined below.

Clearing Time Frames		
Clearing system	Open	Close
Book transfer	7:00 p.m. MST	4:45 p.m. MST
CHIPS	7:00 p.m. MST	3:00 p.m. MST
Fedwire	7:00 p.m. MST	4:00 p.m. MST

Straight Through Processing Cutoff Times*						
Type of Transfer	Input Method					
	Telephone	Fax	PC	Internet	CPU to CPU	Automated Standing Transfer
Fedwire	3:00 p.m. MST	N/A	3:30 p.m. MST	3:30 p.m. MST	3:30 p.m. MST	See note below
Book transfer/International	4:00 p.m. MST	N/A	4:30 p.m. MST	4:30 p.m. MST	4:30 p.m. MST	See note below
Drawdown (via Fedwire)	1:00 p.m. MST	N/A	1:30 p.m. MST	1:30 p.m. MST	1:30 p.m. MST	See note below
International (USD via CHIPS)	2:00 p.m. MST	N/A	2:30 p.m. MST	2:30 p.m. MST	2:30 p.m. MST	See note below

\* Payments that require repair will have a cut off time 30 minutes prior to the stated times above.

Note for Automatic Standing Transfer: As standing orders/payment instructions are repetitive, there is no deadline, per se. In most cases, we execute the standing order early each morning. If it is to be based on an account balance either in a Chase account or in an account at another bank, the transfer will be based on the closing balance as of the prior business day.

Payment instructions received after cutoff times will be completed on a reasonable-effort basis.

- j) *How soon after wire execution would a confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.*

Transaction Reference Numbers (TRN's) are immediately available upon successful release of your payment instruction.

- k) *Will the bank look to the funding account if the debit account is a zero balance account?*

Chase will look to the funding account if the debit account is a zero balance account.

- l) *What steps are you taking to ensure uninterrupted service?*

Chase actively manages its positions within all clearing systems throughout the day. Our goal is to help ensure that each transaction is processed through the clearing system that will expedite the delivery of the payment. There have been no interruptions in wire transfer processing due to net debit cap management since the inception of this process.

As the largest combined CHIPS and Fedwire participant, Chase is well-positioned to efficiently execute your payment flows. We currently process, on average, more than 395,000 transactions a day with an aggregate value that exceeds \$3.1 trillion. Through the combination of sophisticated technology, client credit facilities and one of the largest net debit caps in the industry, we are confident we can provide clients with the intra-day liquidity necessary to execute their payments promptly.

- m) *How can the status of wire transfers be tracked by the customer?*

Various reports are available online via J.P. Morgan ACCESS to assist with tracking the status of the County's transfers. Funds transfer information is available near-real-time, i.e., within minutes of transaction processing.

Funds Transfer Initiation and Reporting Module

- **Status Report:** Same-day and historical summary level transaction information based on transfer status: Entered, Approved, Released
- **Pending Approval Report:** Summary-level transaction information for transactions with the status "Entered"
- **Pending Release Report:** Summary-level transaction information for transactions with the status "Approved"
- **Transaction Detail Report:** Same-day and historical wire transaction detail and status; confirmation number will be included for wires with the status "Released"

Cash Balances and Transactions Reporting Module

- **Balance and Transaction Summary Report:** Daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. This report covers both Chase accounts and other financial institution accounts worldwide.
- **Balance and Transaction Detail Report:** Daily balance information, including closing ledger, collected and same-day available balances, plus total amounts for debits and credits. In addition, month-to-date, previous month and year-to-date averages are provided, as well as a comprehensive listing of credit and debit activity for the day. Detailed descriptions for each Chase transaction are displayed and may also be included for accounts at other

financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

- n) *Is a method available to allow for wire transfer and ACH payment preparation, review and release prior to the payment date? How far in advance can a wire be prepared and released?*

**Wires**

Chase's payment processing system accepts payment instructions up to 364 days prior to value date, and warehouses these transactions in its systems until the value date specified.

Warehousing is not limited to certain types of transactions.

Future dated transactions can be submitted via J.P. Morgan ACCESS up to 15 business days in advance. Warehousing is not limited to certain types of transactions.

Wires can be input, approved and released so they will be executed automatically on value day. The wire transfer system keeps track of which transfers are pending and releases them automatically. Given this automation, tickler reports are not required.

**ACH**

ACH payments also can be warehoused for up to 90 days in advance of the value date for Direct Send or for up to 30 days using J.P. Morgan ACCESS.

- o) *What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?*

In the unlikely event of a processing error by Chase, we will arrange for proper value of the funds transfer without cost to the County.

- p) *At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?*

Chase will execute payment instructions received and accepted prior to established cutoff times. In the unlikely event that we are unable to complete the execution of a transaction released to us in time, and confirmed to Gila County as accepted, our service staff will notify the County of the circumstances in order to discuss alternative courses of action.

- q) *What are procedures and the time limits to effectively cancel a wire?*

Requests to cancel wires prior to value date can be sent to Chase electronically via eServe, our Internet-based inquiry facility. We recommend canceling future value-dated transactions by 2:00 p.m. AZ Time on the day prior to the value date. Requests received after this time will be completed on a reasonable-efforts basis.

Given the speed with which straight-through transactions are processed, there is a limited window of opportunity to cancel same-day valued wires. If you realize that a wire you have released to Chase should be canceled, we recommend that the County call the funds transfer client service hotline as soon as possible. If the wire has not been released, the service representative should be able to cancel the transfer. If the wire has been released, the service representative can recall the funds from the receiving bank per your written authorization. Please note that recalls are on a reasonable-effort basis only. The deadline is the end of the Fedwire processing day, 4:00 p.m. AZ Time.

Requests to cancel pre-advised payments require confirmation by the beneficiary bank that the payment is 'null and void'.

There is a standard charge for canceling a wire transfer.

*r) Describe security measures to protect the validity of wire transfers.*

Chase uses digital signatures to authenticate transactions.

At minimum, to access the platform, J.P. Morgan ACCESS requires all users to have a basic authentication user ID and password. Additionally, money-movement users also are required to authenticate at logon and at release via RSA SecurID one-time password (digital signature authentication).

- Digital signature authentication employs public key infrastructure (PKI) to address security requirements for value-bearing transactions and administrative functions.
- Public key cryptography eliminates the use of the same key for encryption and decryption. The system creates and uses public and private key pairs data encryption and digital signing.

For each J.P. Morgan ACCESS user authorized for transaction initiation and/or administrative functions, the user generates a key pair at a computer. This contains a private key known only to the individual user and that never leaves the user's machine, and a public key published to the J.P. Morgan ACCESS directory. The special nature of this key pair is that either key may be used to encrypt messages, but only the other key can be used to decrypt messages. A message that can be decrypted by the public key must have come from the owner of the private key.

**Portable Security Transaction Protocol (PSTP)**

Chase developed a digital signing innovation known as Portable Security Transaction Protocol (PSTP). This patent-pending procedure is built around the deployment of SecurID two-factor authentication, which relies on something a user knows – their personal password – and something the user has: a SecurID token code.

As a direct competitive technology to PKI, PSTP leverages SecurID technology, which enjoys excellent customer satisfaction with elevated security. PSTP technology provides protection while requiring only that a user enters the token code and password a single time for each signature.

PSTP not only authenticates a user's "signature and identity, it also stores evidence of the transaction in a cryptographically protected log record. This log can be consulted later to verify that the transaction was sent by the originating user and received by the intended recipient.

**Secure Transmissions**

CPU and PC transmissions must be encrypted and/or authenticated, depending on the application. This is done at the transaction or batch level. If a violated transmission arrives at the Bank, an operator will contact the County by phone to request re-transmission.

All message authentication measures and products must conform to approved American National Standards Institute (ANSI) standards. Key management process must be employed and must conform to approved American National Standards Institute (ANSI) standards.

To reduce the risk of unauthorized or fraudulent transmission of payment instructions, Chase requires that authentication be employed on all value-bearing transactions electronically transmitted to the Bank. Encryption will be implemented based on the County's request.

Authentication is mandatory regardless of which method the County uses to deliver payment files.

**ERP System Interfaces for Batch Wire File-Initiated Payments**

Chase safeguards reduce the risk of financial loss from accidental or deliberate alterations of messages, and the introduction of fraudulent messages exchanged between Chase financial applications or between the Bank and the County.

Chase Host-to-Host supports the transfer of "Highly Sensitive" and "Sensitive" data, end-to-end, in a bi-directional manner, as defined by Chase IT Control Policy.

At a high-level, Chase needs to confirm that each data transmission can be authenticated (coming from the expected sender) and is encrypted (data remains confidential). For Highly Sensitive data (e.g., Wire Transfer) we will also expect the transaction to be signed to ensure transaction integrity.

In a practical sense, Highly Sensitive Data requires Transport Security, Consequential Evidence, Message Integrity, and Originator Authentication, whereas Sensitive Data requires Transport Security only.

Examples of data types by security level:

Highly Sensitive Data:

Requires – Transport security (SSL, IP SEC), message integrity, originator authentication and consequential evidence of authentication (signing – PGP, 509.v3)

Example – Value-bearing transactions, such as Wires, ACH, Trades

Sensitive Data:

Requires – Transport Security (SSL, IP SEC)

Example – Customer information, Reporting Information, User name / Passwords

Recognizing the safety and security of your data is our highest objective, Chase created and administers a Partner Key Management process that allows the Bank to accept 'Open Standard' credentials, such as PGP & 509.v3 certificates. It is important that the County's Security Administrator is familiar with this process, as Partner Key Management will be used for your initial implementation, as well as to avoid any service interruption associated with the expiration of your production key(s).

Although you will be provided with more details once your implementation begins, here is a summary of some facts you need to know about our Partner Key Management process:

- Client Security Administrator will need to identify 2– 3 individuals authorized to request Chase to add, update or delete keys.
- Client Security Administrator will need to submit Security Administrator Designation Form (SADF) identifying the individuals at the County (e.g., names, mailing addresses, original signatures, telephone numbers and e-mail addresses) who will be authorized to implement new certificate/keys.
- Chase procedures require that all client certificates expire within two (2) years. Clients wishing to send in keys with longer expiration, or with no expiration, must sign a legal waiver, releasing Chase of any liability associated with this procedure variation; this request will also need to be approved by your Relationship Manager and Chase Risk committee.
- No certificate will be accepted unless it adheres to the following cryptographic specification:
  - Message digest: SHA-1, AES256
  - Asymmetric algorithm: RSA, DSS (at present not available with SSH)

- Asymmetric algorithm key length: 2048-bit or above

s) *What information is available to identify incoming wires? Are any of these fields available for standardization?*

The following information is provided on incoming and outgoing wire transfers on both a current- and previous-day basis:

- |  |   |
|--|---|
| ▪ Dollar amount                        | ▪ By order party (outgoing)                       |
| ▪ Unique bank reference number         | ▪ Paid to party                                   |
| ▪ Client reference number              | ▪ Beneficiary information, if available           |
| ▪ FED/CHIPS reference number           | ▪ Unique location identifier (ULID), if available |
| ▪ Received from party (incoming)       | ▪ Date and time of receipt of wire instruction    |
| ▪ Straight-through or repair indicator |   |

**Standard and Customized Data Reporting**

Various reports are available via J.P. Morgan ACCESS to assist with tracking the status of Gila County's transfers.

*From Funds Transfer Initiation and Reporting*

- **Status Report:** Same-day and historical summary level transaction information based on transfer status: Entered, Approved, Released
- **Pending Approval Report:** Summary-level transaction information for transactions with the status "Entered"
- **Pending Release Report:** Summary-level transaction information for transactions with the status "Approved"
- **Transaction Detail Report:** Same-day and historical wire transaction detail and status; confirmation number will be included for wires with the status "Released"
- **Lines Report:** Detailed information for established repetitive transfer instructions

*From Cash Balances and Transaction Reporting*

- **Balance and Transaction Summary Report:** Daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. This report covers both Chase accounts and other financial institution accounts worldwide.
- **Balance and Transaction Detail Report:** Daily balance information, including closing ledger, collected and same-day available balances, plus total amounts for debits and credits. In addition, month-to-date, previous month and year-to-date averages are provided, as well as a comprehensive listing of credit and debit activity for the day. Detailed descriptions for each Chase transaction are displayed and may also be included for accounts at other financial institutions if provided by that institution. This report covers both Chase accounts and other financial institution accounts worldwide.

Wire transfer balance and transaction details also are available via eServe, Chase's Internet-enabled wire transfer inquiry and reporting facility. With fast, secure, virtually around-the-clock online global access, eServe helps improve the operational performance of payments operations.

Delivered through J.P. Morgan ACCESS, eServe will enable the County to retrieve payment details, request investigations, exchange text messages with County concerning pending inquiries, and retrieve / view case history on open, pending and closed inquiries.

6. REPORTING SERVICES

a) Identify all costs associated with reporting.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

b) Provide a description of the reporting services available on-line.

Authorized Gila County users will be able to manage daily cash flows using comprehensive information, including current-day, prior-day and historical data. The cash position of accounts held by Chase, as well as other financial institutions worldwide (in any currency), can be viewed in an online, secure environment.

The web-based J.P. Morgan ACCESS system offers a standard 45 calendar days of account balance and transaction data, with either 90 calendar days or one (1) year stored upon request. Prior-day information is provided by 7:00 a.m. ET.

J.P. Morgan ACCESS also provides useful information that can aid in the design of funding and investment strategies, including top-line summaries, detailed transaction records and historical reports for up to 365 days. User entitlements can be managed to control access to accounts and reports.

Cash Balances and Transaction Reporting

The J.P. Morgan ACCESS Cash Balances and Transactions Reporting Module offers an easy-to-use, comprehensive reporting suite.

Cash Balance and Transaction Reporting Home Page

**J.P.Morgan**

Report Criteria: Summary Search

Selected Report Type: Account Summary View Please select a report type from selected report type.

Criteria for: Account Summary View

Date(s):  Prior Day As Of: 05/09/11 (MM/dd/yy)  
 Date Range Date Range as Entered From: 05/01/11  
If any account is entitled with extended transaction history, you may submit an extended list 90 calendar day increments. If the "To" date exceeds 90 days then it will be changed so your

Viewing Option(s):  View Online  Page Break at Account

Amount: From: To: Your Ref: From:

Transaction Criteria:  Credits and Debits  Credits Only  Debits Only  
 Type: ABR - ASSET BASED REGION  
 ACH - AUTOMATED CLEARING HOUSE

- Hide Account List (All accounts selected)

Accounts to Include: Deselect All Account Filter: Bank: All

Account Number	Account Name	Branch
<input checked="" type="checkbox"/> 123456789	ABC COMPANY	JPMORGAN CHASE NEW Y

J.P. Morgan ACCESS is available 24 hours per day, seven (7) days per week (Excluding scheduled maintenance periods).

Figure 10

J.P. Morgan ACCESS provides both prior-day and current-day information.

Current-Day Information

Chase will report all transactions posting to the County's DDAs, including associated reference numbers, float and descriptive text by transaction type

Chase provides updates throughout the business day for established accounts. Current-day information is available, based on the operating area of the bank, for funds transfer, letters of credit, securities and deposit transactions.

Depending on the account type being reported, current-day information is generally available beginning at 10:01 a.m. AZ Time. Information generally is available within 10 minutes of receipt or creation.

Prior-Day Information

Prior-day reports will be available to the County by 7:00 a.m. AZ Time, each morning. **Online Reports**

Standard Reports

The following eight standard statement reports are available to all J.P. Morgan ACCESS clients

- Account Summary View Report: Provides opening balance, detailed credit and debit activity transactions, and the closing balance for the period specified.
- Balance Report: Provides daily balance information, including closing ledger, same-day available balance and total debit and credit amounts. Does not include detail credits/debits.
- Balance and Transaction Summary Report: Based on the Balance Report, but includes a one-line summary for each credit and debit with additional lines for associated float
- Balance and Transaction Detail Report: Based on the Balance and Transaction Summary Report, but includes comprehensive transaction information for each credit and debit with additional lines for associated float
- Statement Report by Cumulative Range: Provides a report of the cumulative total of all debits and credits on the balance within a given account including the Opening Ledger Balance, Closing Ledger Balance, and Closing Available Balance for the selected date range.
- Statement Report by Cumulative Range—Expanded View: Contains the same information as the Statement Report by Cumulative Range, but the Expanded View provides a new option to generate a statement report that better reflects actual DDA statements. It is landscape oriented, with credits and debits commingled, and the default transaction order is by date.
- Statement Report by Location: Provides balance amounts and associated transaction activity for a date or range. Credits are subtotaled by "customer reference", ideal for deposits that contain your store location numbers in the serial number field of the deposit ticket.
- Wire Advice Report: Provides a comprehensive report containing CHIP, BOOK, FED and SWIFT payments, both incoming and outgoing. Similar to the Funds Transfer "Transaction Detail Report", but contains all payments posted to the account.

Additional online reporting information is available as part of Appendix 1 - J.P. Morgan ACCESS Sample Reports.

Customized Reports

Gila County will be able to create and save customized reports through a set of filter criteria (e.g., date range, accounts, reference numbers, check numbers, transaction types, etc.). The County will have the ability to run, view and modify all saved reports quickly and easily.

Use J.P. Morgan ACCESS to view reports online or export them. Most reports can be exported into CSV, BAI2 and MT 940 formats.

Additionally, the County will be able to schedule J.P. Morgan ACCESS reports for automatic generation. All reports, including data exports in BAI, comma-separated value and SWIFT MT940, can be scheduled to run on an unattended basis.

Once reports are run, the County can retrieve them through the "View Status History" tab. For an additional fee, the Bank can "push" scheduled reports to the County. Users can save them on a desktop PC or shared network folder. This option also allows reports to be attached to e-mails and distributed to users.

**c) *Required Service: Ability to download daily & monthly DDA activity.***

J.P. Morgan ACCESS facilitates the online retrieval of current-day and prior-day reports, along with cumulative banking statements.

Gila County will receive monthly statements for each account from Chase. These reports provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement then provides a detailed chronological listing of all credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.

Online statements offer greater convenience and more efficient access to important records



JPMORGAN CHASE BANK, N.A.  
TEXAS MARKET  
P O BOX 260180  
BATON ROUGE LA 70826-0180

January 31, 2010 -  
February 28, 2010

Page 1 of 5

Account Number  
000000123456789

**Customer Service**

If you have any questions about your statement, please contact 1-888-434-3030 or your Customer Service Professional.



00000003CEN201 10107- NNN 1 000000065 42 TEST  
ENHANCED STATEMENT SAMPLE FORMAT 22  
XYZ Corporation  
123 Main Street  
Your City OH 12345-1234

**Commercial Checking**

**Summary**

		Number	Amount
Opening Ledger Balance			\$250,000.00
Opening Collected Balance			\$250,000.00
Deposits and Credits		16	\$427,378.42
Withdrawals and Debits		5	\$141,063.22
Checks Paid		5	\$21,707.07
<b>Ending Ledger Balance</b>			<b>\$514,608.13</b>
<b>Ending Collected Balance</b>			<b>\$506,263.75</b>

**Deposits and Credits**

Ledger Date	Value Date	Description	Amount
10/04		FED WIRE CREDIT VIA: STATE STREET BANK & TRUST COMP/0122/45678 B/O: NRECA NJZA ATTN SALLY CRISS REF: CHASE NYC/CTR/BNF=AIM FUND SERVICES INC HOUSTON TX 77048-AC-000000001233 RFB=302149197 OBI=REF: CONTACT PAI AT 800-236-5555 OPT. 5, THIMAD: 0801A1Q002BC001533 TRN: 0523903213FF YOUR REF: 302149197	\$209,773.03
10/04		DEPOSIT 1601505	\$50,303.44
		1 DAY FLOAT 10/05	\$40,303.44
10/04		DEPOSIT 1601506	\$40,303.44
10/04		LOCKBOX DEPOSIT 99394	\$5,699.50
		1 DAY FLOAT 10/05	\$5,565.21
		2 DAY FLOAT 10/06	\$134.29
10/04		CTS HOLDING,LLCSETTLEMENT 05555550010731 CCD	\$1,268.26

Please examine this statement of account at once. By continuing to use the account, you agree that (1) the account is subject to the Bank's deposit account agreement, and (2) the Bank has no responsibility for any error in or improper charge to the account (including any unauthorized or altered check) unless you notify us in writing of this error or charge within sixty days of the mailing or availability of the first statement on which the error or charge appears.

Figure 11

Internet statements are identical to the paper statements mailed to clients and are available within 2 to 3 business days after the statement cutoff date.

Chase's monthly statements include all transactions posted to the account including all checks paid by check number with paid amount. Internet statements also include images of checks paid during the statement cycle. Correction entries made by Chase will be included on the statement as well.

The County will benefit from the following:

- Increased security through machine registration and the convenience of using a single sign-on to retrieve statements and perform entitlement via J.P. Morgan ACCESS.
- E-mail alerts can be established to notify authorized County users when the monthly statements are available for download.
- The option to print and view a statement as it would be presented in its original paper form.
- The ability to search for transactions listed on the statement as well as click on a check number in the statement to see an image of the front and back of the cancelled check.

*Chase is both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network, able to facilitate comprehensive ACH services including, but not limited to, payroll direct deposit and vendor payments.*

Online history for up to seven years. In addition, the County will be able to save and print statements in PDF format, as well as export data to a Microsoft Excel spreadsheet or in CSV format.

**d) Provide a sample of your statement.**

Please refer to Figure 11 above.

**7. ACH (Automatic Clearing House) Services**

**a) Identify all costs associated with processing ACH transactions.**

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

**b) Identify methods available to transfer ACH files, with complete descriptions and technical requirements, including but not limited to modern and FTP (File Transfer Protocol) process.**

Gila County will maintain two (2) primary options for initiating and receiving ACH transactions:

1. Online via J.P. Morgan ACCESS (recommended for lower volume transactions); or
2. Direct Transmission (recommended for higher volume transactions).

**J.P. Morgan ACCESS for Web-Based ACH Transactions**

Within the J.P. Morgan ACCESS single sign-on website, authorized County users will be able to perform lower volume ACH transactions simply by selecting ACH Initiation and entering the required ACH payment details in the fields provided. In addition to initiating payroll, this module can also be used for disbursements and concentration.

ACH reports are available at the opening of the business day and updated throughout the day.

J.P. Morgan ACCESS offers 45 calendar days of account balance and transaction data. This can be extended to either 90 calendar days or one year upon request. Data also can be exported to the County's storage facilities for longer retention. The J.P. Morgan ACCESS ACH Initiation module also retains batch information for up to 30 days after batches transmit to the Bank for processing.

The following data appears on current and previous-day reports:

- Company name.
- Company ID number.
- Settlement date.
- Dollar amount.
- Description of debit or credit.
- Debit or credit indicator.
- Settlement account (checking or savings account).
- Individual ID number (invoice number, etc.).

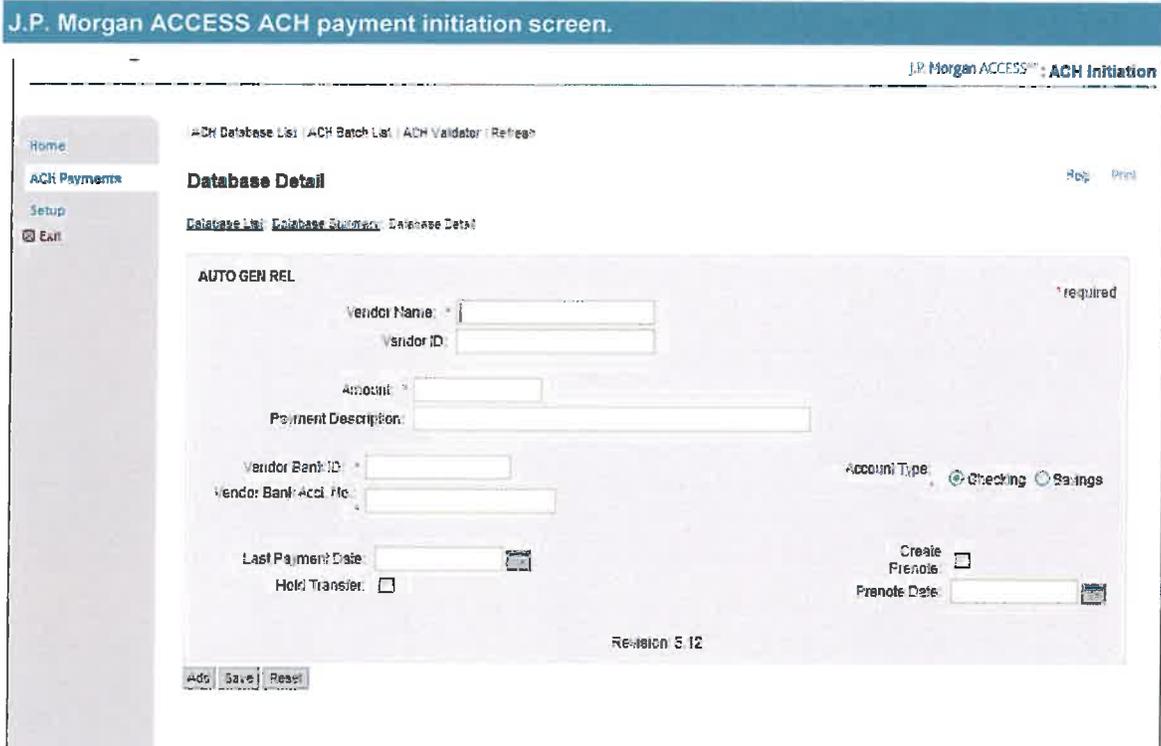


Figure 12

J.P. Morgan ACCESS ACH capabilities include:

- Payroll transactions
- Chase account funding
- Cash Concentration and Cash Disbursement
- ACH investigations (initiation and monitoring)
- ACH reversals and reclamations
- Vendor payments
- Consumer credits and debits
- Access receiving bank information
- Electronic Federal Tax Payments (generic format also available)
- State tax payments (generic format also available)
- ACH Import & Validation feature supports automated comma-delimited, tab-delimited, and NACHA-formatted files of ACH transactions.

- One or two day settlement from single or multiple accounts may be established, based on the ACH transaction types selected when creating a batch.

#### Entitlement-Based Access

Gila County will maintain the ability to create roles and issue entitlements for authorized personnel. Only those employees with proper entitlements are able to view certain information or perform certain transactions via J.P. Morgan ACCESS. Each user can be restricted by dollar amount. For those functions that demand an extra level of security, two-factor authentication is provided via RSA Secured technology. This proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

For dual control purposes, a second authorized County employee must release the ACH transactions through J.P. Morgan ACCESS.

#### **ACH Direct Transmission**

For larger volume transactions, we recommend using direct transmission.

Using any number of industry standard applications, Gila County will be able to create a transaction file in standard NACHA format. Authorized employees will simply transmit files to Chase using a common protocol such as FTP. Each Transmission will be encrypted and sent to Chase for final ACH processing.

Chase will maintain an Internet facing FTP server with a "drop box" directory on the server for the County. The server will be mirrored for disaster recovery. For data inbound to Chase, the County will have the ability to push the data files to the directory. Gila County will be responsible for initiating the FTP session to push and pull data files

#### **c) *What services are available to protect our account from unauthorized ACH debits?***

To protect the County's Demand Deposit Accounts (DDAs) from unauthorized ACH transactions Chase offers two services to help eliminate these risks and improve controls:

1. ACH Debit Block; and
2. ACH Transaction Review.

#### **ACH Debit Block**

ACH Debit Blocking enables the County to specify which companies are authorized to post ACH debits to your accounts, blocking those that are not authorized. The County can also set dollar-limit ceilings or block all ACH debits from posting.

The ACH Debit Block Transaction Report provides a daily listing of all transactions that are blocked. Data is transmitted via secure email to indicate blocked transactions, or an optional e-mail indicating that no transactions are blocked.

#### **ACH Transaction Review**

ACH Transaction Review will enable the County to review and confirm ACH debit and credit transactions online, as well as return unauthorized transactions on a case-by-case basis.

#### **System Risk Mitigation and IT Security**

Chase maintains a robust Information Technology (IT) risk management program. This includes a comprehensive set of IT policies to which every Chase line of business is required to adhere. The IT policies address every facet of technology development, deployment and administration. Additionally, information risk managers have been empowered within each line of business to help strengthen compliance to policy, provide guidance and manage any exceptions.

With respect to hardware, software and physical security, please note the following:

- **Hardware/physical:** All bank hardware is required to be located in a Chase facility that provides complete physical security, including ID card access, video surveillance, locked/alarmed windows and exit doors, environmental controls, around-the-clock HVAC monitoring, as well as complete disaster recovery capability. Additionally, all visitors to a Chase installation must be signed in and escorted throughout the premises. All Chase employees have access to only those areas commensurate with their job responsibility.
- **Software:** The information owner must approve all software changes to the Chase production environment prior to deployment. In addition, all software changes are subject to change management, through which a strict segregation of duties and platforms is maintained.

Through the combined use of firewalls and full, multilayered security features, Chase's client access platforms protect both our clients and the firm from unauthorized access and use.

J.P. Morgan ACCESS provides security across various levels depending upon rights and the type of transaction the specific user is performing. ID and password govern access to the application portal. Traffic across the network is run through Secure Sockets Layer (SSL) session, encrypted at the 128-bit level.

For a comprehensive description of procedures used to minimize the risk of unauthorized entries, please refer to Appendix 2 - Host to Host Transmission Services Client Connectivity Overview.

**d) *Can the bank selectively accept ACH debits only from originators authorized by us?***

ACH Debit Blocking options include All ACH Debits Blocked, Maximum ACH Debit Dollar Limit Allowed, Allowable Company Identification Numbers and Dollar Limits, and Non-allowable Company Identification Numbers.

The ACH Debit Block Transaction Report provides a daily listing of all transactions that are blocked. Data is transmitted via secure email to indicate blocked transactions, or an optional e-mail indicating that no transactions are blocked.

The following types of ACH-related debit transactions will not be blocked, and will be handled in accordance with our customary practices and applicable law and rules:

- ACH debits to your account to offset any ACH credit entries originated by you through us.
- Reversals of previously received ACH credits.
- Reclamation entries, as this term is defined in the Operating Rules of the National Automated Clearing House Association (NACHA).
- Debits to your account initiated by us to correct processing errors, effect back-valuations or make other adjustments.
- Returns or reversals of ACH debits originated by you.

**e) *Describe the bank's ACH return process. When will returned funds to be posted to the County's account?***

To confirm that a return belongs to the client, Chase will perform edits on account number, date, individual ID and trace number. Returned funds post at the end of the banking business day and information concerning these items is available on Chase's current-day report at the opening of the next banking business day.

**Return Item Processing System (RIPS)**

Chase has carefully designed its Return Item Processing System (RIPS) to minimize the problems exception items can cause, acting as the interface to provide the County with accurate data.

RIPS can provide return items via mainframe-to-mainframe, mainframe to fax, mainframe to PC or a printed report. The Bank strongly recommends data transmission options to reduce delivery problems, eliminate mail delays and minimize the time between the return and the time to receive notification of return.

**Process**

RIPS helps make certain that the data on each return is complete and accurate by using key fields from the returned items to retrieve from a historical file the original record sent to Chase. This file contains records for ACH transactions initiated in the past 90 days.

- If the computer search does not locate an exact match, the entries are declined to the Receiving Depository Financial Institution (RDFI).
- If the correct item is found, data from the original record is supplied to the County with the reason for the return.
- If the appropriate record cannot be found in the history file, Chase returns the entry to the returning financial institution for correction and resubmission.

The bank issues one debit per entity or application against the County's account for the total of the return file. This simplifies reconciliation because all returns - both electronic and paper - are in a single return transmission.

Returned credits also are included in the return data file and will be credited to the County's checking account with a separate entry per system or six-digit company number. Return entries are not netted against one another or against the new item settlement.

**f) *How do you advise customers of NACHA (National Automated Clearing House Association) rule changes and their impact?***

Updates to rules are posted on the Chase's Web site, and we periodically communicate these changes to our customers through customized mailings. Upon request, Chase will send a copy of the NACHA Rules to our ACH clients.

Chase offers Web-based ACH training to clients on a quarterly basis. Open to all clients, classes are free of charge, and clients who attend will earn up to 2.4 Accredited ACH Professional (AAP) credits per course for continuing education. The classes currently consist of four Webinars. The County may choose to attend one, two, three or all four in the series:

- Introduction to ACH Services
- Managing ACH Originator Risk
- ACH Trends and Impacts

Understanding the New International ACH Transaction

**g) *Identify timelines for ACH transactions?***

Cutoff times for initiation of ACH transactions, according to input type, are outlined below.

Cutoff Time			
Client initiation method	Day cycle	Night cycle	Same-day book transfer
Touch-tone phone (cash concentration)	4:00 p.m. AZ Time	4:00 p.m. AZ Time	4:00 p.m. AZ Time
Terminal (cash concentration)	4:00 p.m. AZ Time	4:00 p.m. AZ Time	4:00 p.m. AZ Time
PC (J.P. Morgan ACCESS)	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time
Other: EDI <sup>^</sup> (PaySource)	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time
Direct Transmission <sup>^</sup> **	8:00 p.m. AZ Time	8:00 p.m. AZ Time	8:00 p.m. AZ Time

<sup>^</sup>Same day settlement will occur if both the debit and credit accounts are held at Chase.

Next day settlement will occur when an involved account is not held at Chase.

ACH PPD's must be received two business days in advance

\*\* Note that if you need later deadlines, this should be discussed with your Relationship Team

**h) Define reporting available to the County for ACH transactions and other reconciliation tools available.**

Chase provides several options for reporting incoming and outgoing transactions.

- **J.P. Morgan ACCESS:** Internet information reporting product providing balance and transaction detail reporting. Incoming and outgoing ACH transactions will appear on the transaction detail reports as consolidated credit(s) and/or debit(s).

ACH reports are available at the opening of the business day and updated throughout the day. Current and previous-day reports include the following data:

The following data appears on current and previous-day reports:

- Company name
  - Description of debit or credit
  - Company ID number
  - Debit or credit indicator
  - Settlement date
  - Settlement account (checking or savings account)
  - Dollar amount
  - Individual ID number (invoice number, etc.).
- **Direct Transmission:** This can be established to send the County various types of incoming files, including ACH transactions and return items, in a format specified by the County.
  - **eServe<sup>SM</sup>:** Chase's Internet client service solution stores 180 days of history and enables clients to obtain summary or complete payment details on originated transactions. It also enables clients to send reversals and/or reclaims securely. eServe for ACH Reporting also be used to retrieve ACH returns and obtain a Reversal/Reclaim Report. Additionally, it allows eLockbox clients to review 180 days of transactions received and electronically return any transactions that cannot be applied. Client can submit notification of change (NOC) to correct future transactions.
  - **ACH eLockbox:** Delivers consolidated posting and detailed reporting of incoming ACH credit activity to Chase demand deposit account(s). Credit activity can include consumer bill payments, civilian allotments from bill payment processors and various government agencies

and Treasury/government payments. Incoming ACH items are marked by the originator for deposit, with accompanying addenda detail provided as specified by the County

**Enhanced Receiver Services:** Acts as a pipeline, carrying information in standard formatted files or printed reports to client sites. Enhanced Receiver Services reports on a variety of transactions, including ACH, carrying extended remittance data. Data formats into readable reports for the fax reporting option and EDI or BAI data files for the transmission service.

*j) Identify data available for incoming ACH transactions.*

Chase provides the following supporting details on the bank statement, balance and transaction reports, and in return-item transmissions:

- Transaction amount.
- Company ID number.
- Individual ID number.
- Company name.
- Value date.
- Chase reference number.
- Descriptive text to help reconcile the transactions.

Gila County will decide whether to receive details via e-mail notification, J.P. Morgan ACCESS Information Reporting, transmission, fax or hard copy report.

*j) Can the county specify required data to accept an ACH deposit?*

Chase's ACH eLockbox (eLockbox) is a payment collection product that electronically collects consumer, corporate and government-initiated bill payments generated by PC Banking and other online bill payment services. ACH eLockbox consolidates all payments into one single accounts receivable file. Daily remittance files can be routed directly to Gila County for quick and easy identification of the paying party.

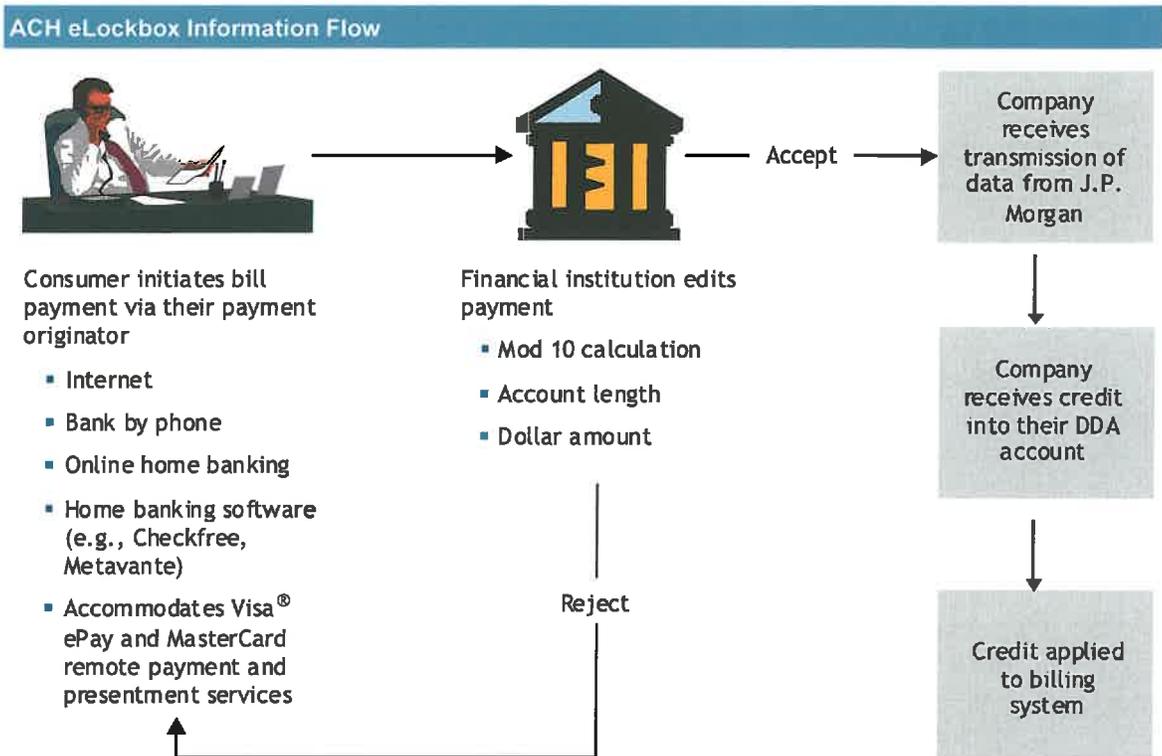


Figure 13

Funds will be settled daily to the County’s operating bank account at Chase. In addition to accepting payments from multiple sources, Chase is able to perform additional editing routines to provide the County with accurate and timely processing of accounts receivable data.

Chase will receive payment data and funding from various payment networks, consolidating the information into the ACH receiver services system. **Chase will apply the predetermined validation criteria against the incoming transactions to determine whether to accept or refer transactions.** Remittance data will be formatted in our standard A/R format or Gila County’s defined proprietary format (at additional cost), and either routed directly to the County or included in the ACH eLockbox transmission.

Upon receipt, the County may post the payments to your billing system. Chase will credit the funds to Gila County’s specified DDA on the same day remittance data is delivered to the County.

Received transactions will be “captured” prior to posting to the County’s DDA and held for ACH eLockbox account validation. Validation failures will be returned to originators or reported separately to the customer.

Chase will provide reports to Gila County via secure e-mail or reports and customized reports via other mutually-accepted methodology to the County delineating payment information.

We can consolidate and translate the various incoming file formats into a single output format for upload into the County’s account receivables system. Formats accepted include BAI2, CIE, CTX, PPD, EDI 820, CCD, CCD+, and formats proprietary to SAP, PeopleSoft, Oracle, etc for processing remittance data.

Incoming ACH items are marked by the originator for deposit in the Chase account, with accompanying addenda detail provided as specified by the client. A client using ACH eLockbox will see one daily credit post, with detailed payment reporting provided separately.

Chase will post one payment to the appropriate Gila County DDA at opening of bank business. This total will correlate to the total of the detailed payment file remitted to the County.

Chase also provides a secure internet online history of ACH e-Lockbox transactions via eServe. Utilizing eServe for online history or items received, it also provides capability to reverse or return items that were previously sent to the client/biller, but the biller either cannot locate the customer or vendor, or the payment needs to be returned for other reasons.

**Benefits of eLockbox for Gila County**

ACH eLockbox (eLockbox) offers a host of value-add features that include: upfront edits, data validation, acceptance of multiple payment types, EDI translation and expedited exception handling.

The following chart details features/benefits of ACH eLockbox:

Product Feature	Description	Client Benefit
One single daily remittance file	A single file contains electronic payments from multiple consumer bill payment service providers. Chase provides the remittance data in a standard file format. If the biller wishes to receive data in a customized format, then additional development fees will apply. A cost estimate will be provided after reviewing the biller's requirements.	Client no longer has to build separate remittance processes with different payment originators.
Payments collected from all major electronic payment networks	Client payments are sent through MasterCard RPPS, Visa ePay and the ACH network.	Chase consolidates payments from multiple payment networks and processors into one remittance file sent daily to the biller.
Support for multiple biller IDs	Billers' divisions or various billing systems may create a need for multiple IDs and remittance file formats.	Clients with different lines of business may set up unique IDs to support different A/R formats and settlement accounts for each LOB, if necessary.
Client account number edits and validation	Allows up to 999 edit masks per biller ID.	Edits for length, position values and check digit routines ensure accurate client data.
Rejects of invalid accounts	At the network level, invalid accounts are rejected.	Invalid client account numbers are rejected and not passed on to the biller.
Optional phased, controlled implementation by originating bill payment provider	Managed by ACH Implementation Consultant and usually based on volume from each originator.	Chase will provide proper file layouts to use and will assist client in contacting the major bill payment providers.
File formats	Standard remittance file formats are the norm. If the biller desires to receive data in a customized format, then additional development fees will apply. Estimates will be provided after review of the biller's requirements.	Remittance file follows standard ACH formatting.

Product Feature	Description	Client Benefit
Transmission options	Options include direct transmission of A/R data or integration with ReceiptStream or transmissions.	Client chooses method for delivery of remittance files.
Reversal/chargeback option	Originators may send reversing payment for duplicate or consumer errors.	This provides settlement of reversal item and complete audit trail.
Settlement of funds to a Chase account	Settlement occurs to any Chase account.	Funds are settled on the same day the remittance file(s) are sent to the biller.
Automated returns process	Payments that cannot be applied can be returned automatically to the sender.	Client enjoys settlement of returns and a complete audit trail.
Optional fair share settlement of gross and net amounts for CCCS payments to creditors	Both amounts captured and passed on to the biller and settlement based on net amount. Invalid fair share percentages are rejected and sent back to the agency.	The fair share can be a single percentage for all originators or can be set as specific percentages per originator. This is managed by RPPS.

**8. ON-LINE BANKING**

**a) Identify available on-line banking services.**

Use our automated J.P. Morgan ACCESS system to view account information, online. A user-friendly and comprehensive web-based system, J.P. Morgan ACCESS is a robust information-reporting and transaction initiation tool.

Gila County will maintain daily, online visibility to all of the County's Chase and non-Chase accounts, globally through a single consistent portal.

J.P. Morgan ACCESS integrates balance and transaction information delivery, transaction initiation services (wire & ACH, Global ACH/EFT), controlled disbursement, investment and inquiry management tools in a seamless environment.

J.P. Morgan ACCESS combines powerful web-based cash management tools to provide a secure, reliable single point of access to a wide range of financial transactions.

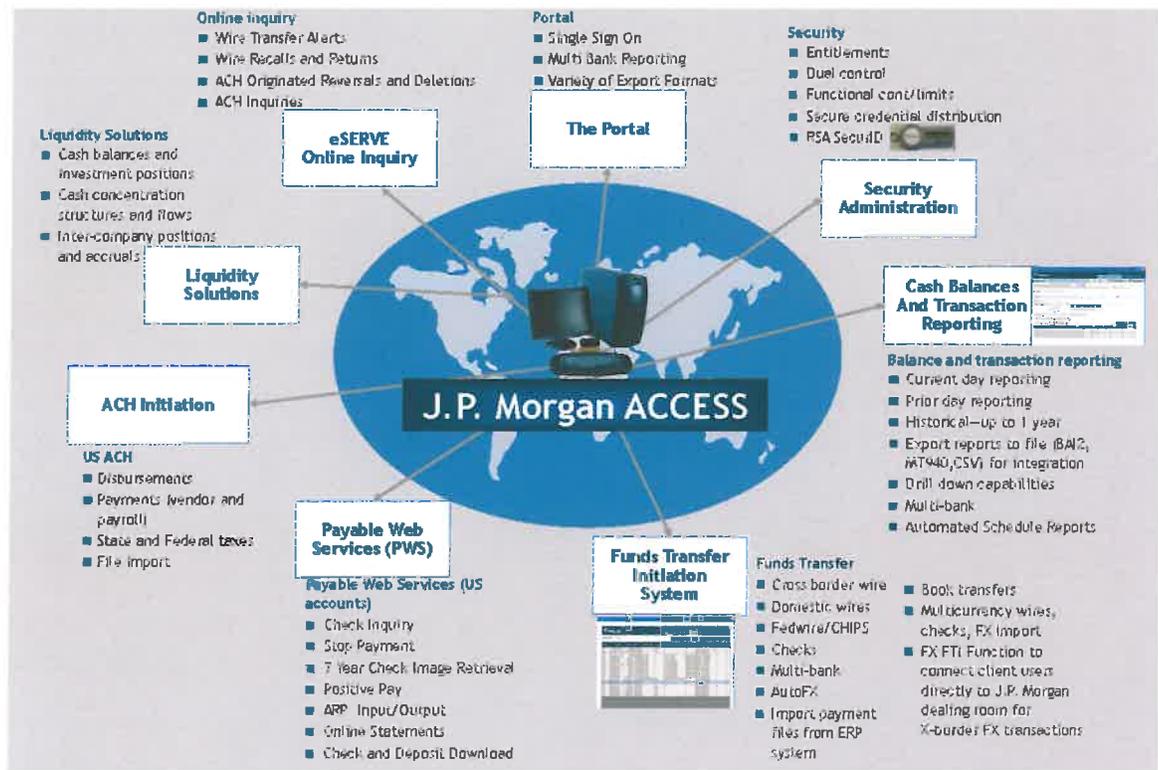


Figure 14

Modular systems like J.P. Morgan ACCESS can be deployed to meet the County's specific treasury needs, and can be modified to allow access to an expanded product suite as your needs evolve.

**J.P. Morgan ACCESS Modules**

- **Cash Balances and Transactions Reporting** — Access accurate and complete information about County accounts in every part of the world. Reporting includes balances and transactions for both current and prior day. The County will also be able to export data for integration with decision tools and employ numerous filtering parameters and saved report templates allowing you to customize and schedule reports as needed.
- **Funds Transfer Initiation (FTI)** — Initiate and send wire transfers across the country and around the world. FTI includes multibank, multicurrency, freeform and repetitive lines, as well as file import features.
- **Account Transfer (AT)**—Transfer funds interstate between your Chase bank accounts in real time via the Internet.
- **Automated Clearing House (ACH) Initiation** — Create, store and send payment and collection information quickly and securely including IAT and CTX, as well as updated and compliant federal and state tax templates.
- **Payables Web Services (PWS)** — Simplify daily disbursement activities by executing and monitoring your check transactions around the clock via the Internet. PWS includes services such as inquiry on status of paid items, online stop-payments, check and deposit image archive, Positive Pay, check printing and data download capability.

- **eServe** — Utilize a self-service, Internet-based management tool that provides clients with an integral way of servicing, make inquiries, track issues and get reporting information on their Chase Global Clearing and/or USD ACH Origination transactions.
- **Inquiry and Customer Service** — Manage a wide range of electronic transactions and communications in a secure environment.

Authorized Gila County users will benefit from the use of a single information-reporting and transaction-initiation “Dashboard”.

The County will be able to view timely information, initiate transactions, and make inquiries through one consolidated window. J.P. Morgan ACCESS integrates the various TSS information delivery, investment and transaction services, as well as inquiry tools into a single online portal.

J.P. Morgan ACCESS Dashboard shows the variety of modules available in the menu list in the left column.

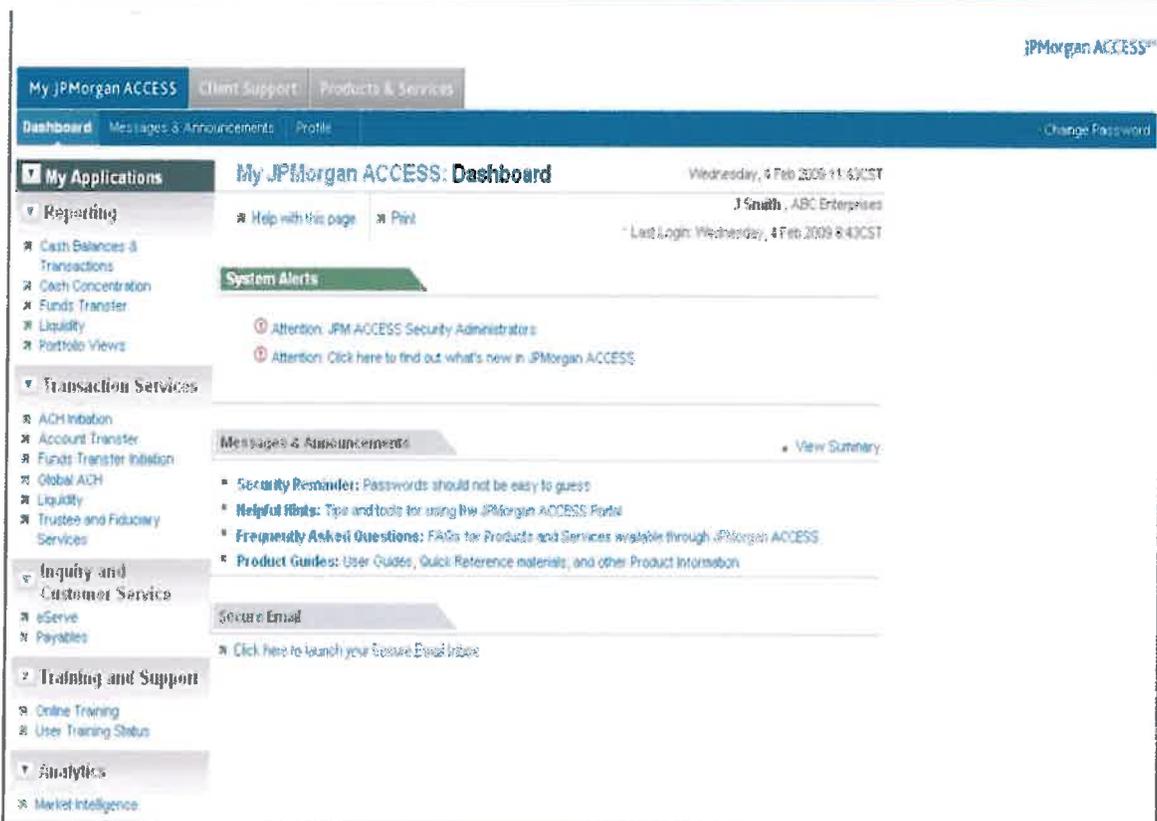


Figure 15

Using J.P. Morgan ACCESS, the County will be able to:

- Receive balance and transaction reports, including lockbox deposits (with detail)
  - Prior-day
  - Same-day
  - Sample J.P. Morgan ACCESS Reports are available as Appendix 1
- Initiate and Monitor Account, ACH and Wire transfers (Free-form and Recurring)
  - Reusable Wire Transfer Templates
  - ACH Debit and Credit Functionality

- Initiate and Monitor Stop Payments
- Receive Bank Statements, Account Analysis Reports, and Account Reconciliation Reports
  - Bank Statements are available online for seven (7) years
  - Account Analysis Reports are available online for 13 months
- View images of paid checks
- Decision Positive Pay items using check images
  - Teller line Positive Pay
  - Payee verification
- Receive daily email notification of exceptions ("Push Notification")
- Perform client service inquiries online
- Import information (including account balances and all pertinent float information) into all common spreadsheet and database programs
- Receive Investment Reports

To view the features and functionality of J.P. Morgan ACCESS, access an online tour via the Internet at [www.jpmorgan.com/visit/accesstour](http://www.jpmorgan.com/visit/accesstour).

**b) Identify contro/s available with on-line banking.**

J.P. Morgan ACCESS employs a multilayered security design that protects the privacy and identity of users, and ensures data and transaction integrity. Access control, user authentication and data encryption are employed to maximize security.

- Access control — Gila County appointed security administrators will access the User Setup Forms administration service module to establish and approve end users of the various J.P. Morgan ACCESS cash management services.
- User authentication — In order to login to J.P. Morgan ACCESS, an authorized user's ID and password must be validated. Only those products to which the user has been entitled will be presented on the home page. Likewise, the user will be limited to the accounts for which he or she has the appropriate entitlements.
- Data protection — Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps to ensure confidential access and delivery of data and transaction facilities.



J.P. Morgan ACCESS is deployed with two levels of security:

- 1) **Single sign-on (ID and password)** for access to the J.P. Morgan ACCESS platform and product functions that do not involve the initiation of value-bearing transactions
- 2) **Digital signature** — Authentication for access to functions involving value-bearing transactions or security activities (e.g., wires, ACH) requires SecurID, in addition to user ID and password.

All actions taken within the portal are date/time stamped and associated to the user who performed them, providing a complete audit trail.

Chase's Information Technology control policy specifically addresses physical and environmental controls for data-center and non data-center environments. The policy establishes minimum requirements for the control of physical access to the Chase infrastructure, including computer and network systems and workstations, across all technology platforms. Compliance is audited periodically. In addition, servers are kept up-to-date with the most recent vendor software levels.

**Security Administration**

First, the County's Security Administrators (SAs) will establish their own security credentials (user ID, password) digital signature authority (RSA SecurID). Once established, the SAs can then create and approve additional users of accounts, services and functions using the online entitlement provisioning tool.

Dual control is enforced. One security administrator establishes users for accounts, services (ACH initiation, wire initiation, balance reporting, etc.) and functions (transaction initiation, transaction approval, release, reporting, etc.), while a different security administrator approves the users for the accounts, services and functions established by the first security administrator. A security administrator cannot request or approve product functions (e.g., cash reporting, wire initiation, etc.) for themselves unless an authorized company representative has signed a special waiver.

**User Security**

To log on to J.P. Morgan ACCESS, a user is required to enter his or her User ID and password, and RSA SecurID code if the user is able to perform money movement transactions. Once logged on, the user's menu of applications is limited to only displaying those to which the user is entitled.



As an added level of security, if a user leaves his/her workstation idle, a security lockout will automatically log the user off after a set period of inactivity. Users are required to change their passwords at least every 90 days.

For functions that demand an extra level of security, such as the transmission of payment instructions, two-factor authentication is provided via RSA SecurID technology. Logging on with SecurID helps safeguard against identity theft and other attempts to breach security by employing a small handheld device (the SecurID token) that dynamically generates a new six-digit security code every 60 seconds. This two-factor authentication is based on something the user knows (personal password) and something the user has (the SecurID token code). Users entitled to perform sensitive functions are required to enter their User ID, password and SecurID token code when logging on. When performing activities that require additional security, they are prompted to re-enter their password and token code to re-authenticate the user's identity.

For additional security, computer registration is required for all users. Each time a user logs on through an unrecognized computer the user is prompted to re-register the unit using an Activation Code that is delivered via an out of band channel; such as e-mail, help desk or in person by a company security administrator.

**c) Can access to on-line services be provided to various sites and users?**

J.P. Morgan ACCESS is available 24 hours per day, seven (7) days per week (excluding minimal maintenance periods) and is accessible using any windows-based computer with Internet capability.

There is no limit to the number of users that can access the application simultaneously. Gila County will have the flexibility of assigning multiple users to the system, while maintaining security features such as dual authorization capability and by-account access restrictions. The County will choose its own Security Administrators (SAs) who will manage internal users and access.

d) *Can access to on-line services be restricted to users according to a authorization hierarchy?*

Gila County will maintain the ability to create roles and issue entitlements for authorized personnel. Only those employees with proper entitlements are able to view certain information or perform certain transactions via J.P. Morgan ACCESS.

Passwords/IDs govern access to the J.P. Morgan ACCESS portal itself. The system customizes individual functionalities through product-specific entitlements that are set at the company, user and product levels. Entry to accounts is at the account level by user. Security administrators can modify user rights for the following functions:

- Transaction amount limit
- Release amount limit
- Daily amount limit
- Modification authority
- Deletion authority
- Release authority

For those functions that demand an extra level of security, two-factor authentication is provided via RSA Secured technology. This proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

9. **TECHNICAL REQUIREMENTS**

a) *If implemented: Lockbox data must be able to be delivered electronically. Describe the method that will be used for lockbox data in a format usable by the County Treasurer on a daily basis.*

Same-day lockbox information can be reported online via:

- **J.P. Morgan ACCESS** - Lockbox Summary Report and Detail Report; or
- **Receivables Edge** - An Internet-based service that will provide:
  - Information related to payments received in the County's Chase lockboxes, as well as electronic payments received via ACH or Fedwire
  - Electronic images of checks, remittance documents and envelopes.

The Summary Report provides deposit totals with a float breakdown. The Lockbox Detail Report provides item-by-item float and remittance detail as well as deposit totals.

Gila County may also elect to receive daily item-by-item detail via direct transmission to the County's internal systems.

b) *Provide the methods available to provide images of deposited and paid items, including indexes.*

**Images of Deposits Received at the County's Lockbox**

Gila County may choose from two options to receive Lockbox deposit information and associated images:

1. Online via Receivables Edge – An Internet-based service that provides electronic images of checks, remittance documents and envelopes
2. Image File Transmission - Transmission of an image file that can be imported into an in-house image system and an Internet-based online service.

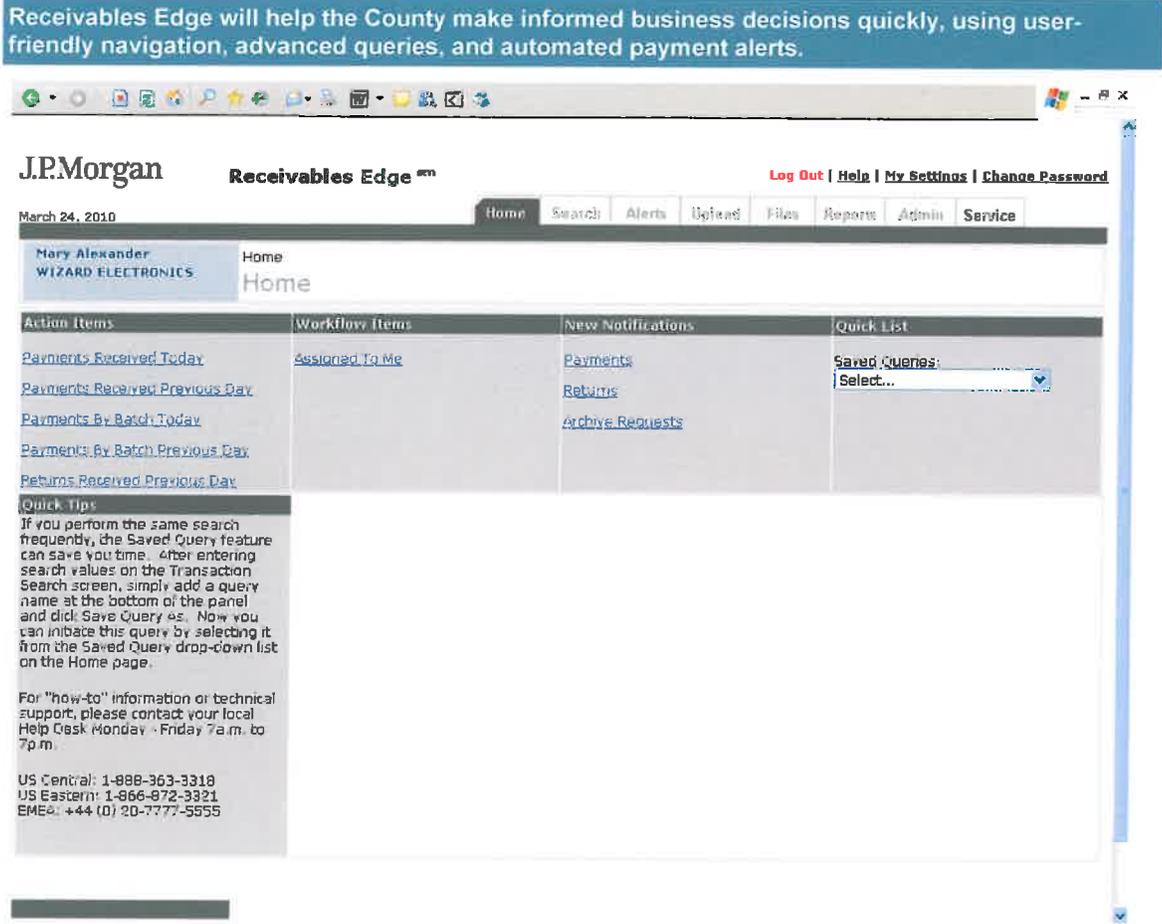


Figure 16

Receivables Edge lets you view transaction data and images that are stored on a server at Chase. Simply access the server via the Internet, using a standard Web browser.

Lockbox images will be available within a half-hour of lockbox processing completion. Electronic payments are available on a scheduled basis. Images are retained in a high-speed, online storage archive for over a month with for unlimited retrieval of check and invoice images.

For your permanent record retention needs, the County may also choose to use our long-term, 10-year archive solution or receive image delivery via direct transmission through FTP channels.

**Images of the County’s Paid Items**

Gila County may elect to receive images of paid items in different media depending upon preference.

Chase offers:

- Online image history inquiry for seven (7) years (10 years optional)  
Results will post, giving notifications of:
  - Paid items
  - Items outstanding from the issue file

- Checks with active or revoked stop payment instructions
- Cancellations / Voids (voided)
- Items returned
- CD-ROM
- Image transmission

Online Image Retrieval

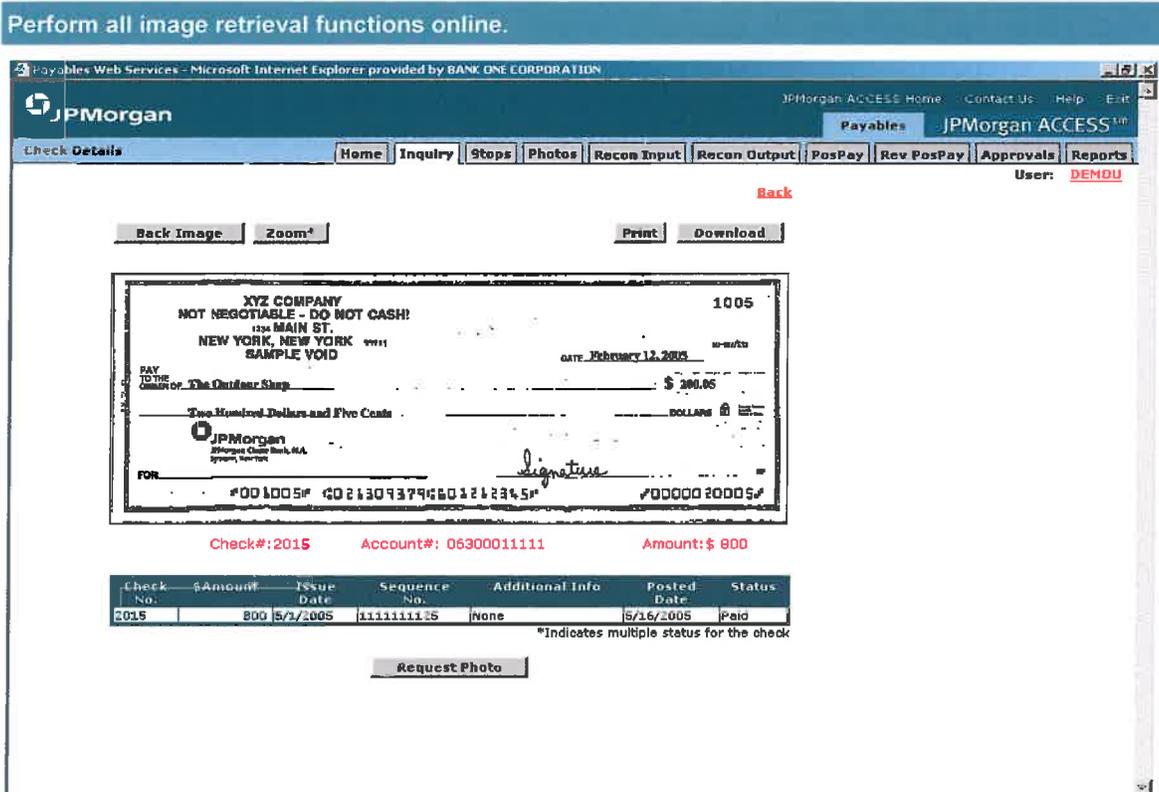


Figure 17

Check inquiry features enable authorized users to:

- Retrieve images of paid checks
- Inquire on the status of an individual or range of checks
- Place and revoke stop payments

Additionally, online functionality provides an advanced upfront check search functionality that will provide the complete status of Gila County checks. The County will be able to perform single and range-based searches by account number, check number and amount, sequence number, paid and issue date, and payee name.

Paid Check Images on CD-ROM

Chase's CD Image Viewer service is a convenient way to retrieve, sort and categorize check images. Images of the front and back of paid checks are captured, as well as reports and deposit tickets, and stored on CD-ROM for easy online access and review. CD Image Viewer provides a point-and-click interface to access reconciliation reports and bank statement information.

Use multiple levels of search criteria, such as check number, dollar amount, account number, payee name, and date (paid date or date issued), to immediately retrieve any check image on your workstation using a simple, Windows-based, point-and-click interface. CD Image Viewer also gives users the ability to print copies of images, incorporate them into word processing applications or email, or even send them as faxes directly from workstations.



CD Image Viewer provides sharp images (sharper than microfilm), image rotation, zoom capabilities and reverse video.

Chase offers different options for combining accounts and data across a single set of CD-ROMs or creating individual or separate profiles for grouping images, reports, statements and advices together. We can:

- Mail CD-ROMs on a monthly basis; or
- Compile them within the bank and then send them to the County at the end of the year or other agreed upon frequency.

Image Transmission

The County may elect to receive automated image files transmitted directly to an internal check archive.

- c) *Does the bank provide technical customer support for computer hardware, software and communications problems? If so, what are the hours of operation for technical support?*

Gila County is encouraged to discuss any technical support issues (or other inquiries) with County's dedicated CSP, Gail Haymaker. Gail is trained in all aspects of Chase product functionality and technology and will serve as the main client interface for customer service.

Chase's main technical support line, available through our Technical Solutions Group (TSG), makes experienced agents around the globe available to assist with inquiries. TSG is available Sunday 2:00 p.m. AZ Time through Friday 6:00 p.m. AZ Time. Technical support availability for other products can be provided upon request.

- d) *For file transfers between the bank and County, and between the County and the bank describe acceptable file types (i.e., CSV, Tab Delimited, Fixed Length, etc.).*

Please refer to Appendix 2 – Host to Host Transmission Services Client Connectivity Overview.

10. **LOCKBOX SERVICES**

- a) *Identify all costs associated with your lockbox services including returned items.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

- b) *Where is your lockbox service provider located?*

Chase recommends our Arizona-based facility in Phoenix, AZ.

**c) Identify the relationship of your lockbox service provider.**

Chase owns and operates our lockbox facility in Phoenix, AZ.

**d) Identify key staff responsible for our account and their qualifications.**

Gila County will be supported by a local relationship team comprised of experienced professionals committed to understanding your business, attentively listening to valuable feedback, and proactively providing targeted ideas to energize the County's financial operations.

The County's Chase Relationship Team, is described fully in section 15, entitled "Personnel and Customer Service", specifically under subsection b.

**Experienced Lockbox Personnel**

Our Phoenix lockbox facility is managed by a small, experienced group.

Retail Site	Number of Employees	Average Experience
Phoenix	4	10 years

This group's size offers the opportunity for closer client relationships without sacrificing the ability to handle impressive volumes.

Regional Retail Site	Average Monthly Items	Average Monthly Dollars Processed	# of Active Boxes	Average # of Clients
Phoenix	220,155	\$333,927	34	29

**e) Identify the technical specifications required for wholesale processing.**

Please refer to Appendix 3 – Envelope and Scannable Document Specifications.

**f) Describe your lockbox process and procedures.**

Chase uses state-of-the-art automation to achieve highly efficient and high-quality lockbox processing. Our lockbox sites maintain complete online processing profiles for each account, including client contact information, mailing addresses, depository account number, required data capture fields, processing deadlines and special handling requirements.

We use a task approach for lockbox processing. Each individual is assigned specific lockbox tasks (e.g., mail extraction, transport operation, data entry, quality control, transmissions) and is trained in the unique processing requirements for those tasks. This approach helps ensure that the team consistently delivers high quality by providing processing continuity and establishing ownership of the specific process.

Each lockbox processor undergoes extensive training on his or her primary function and is cross-trained and tested prior to working on any of our process tasks. This quality-focused training program helps ensure that each new processor can consistently meet our high standards of quality processing.

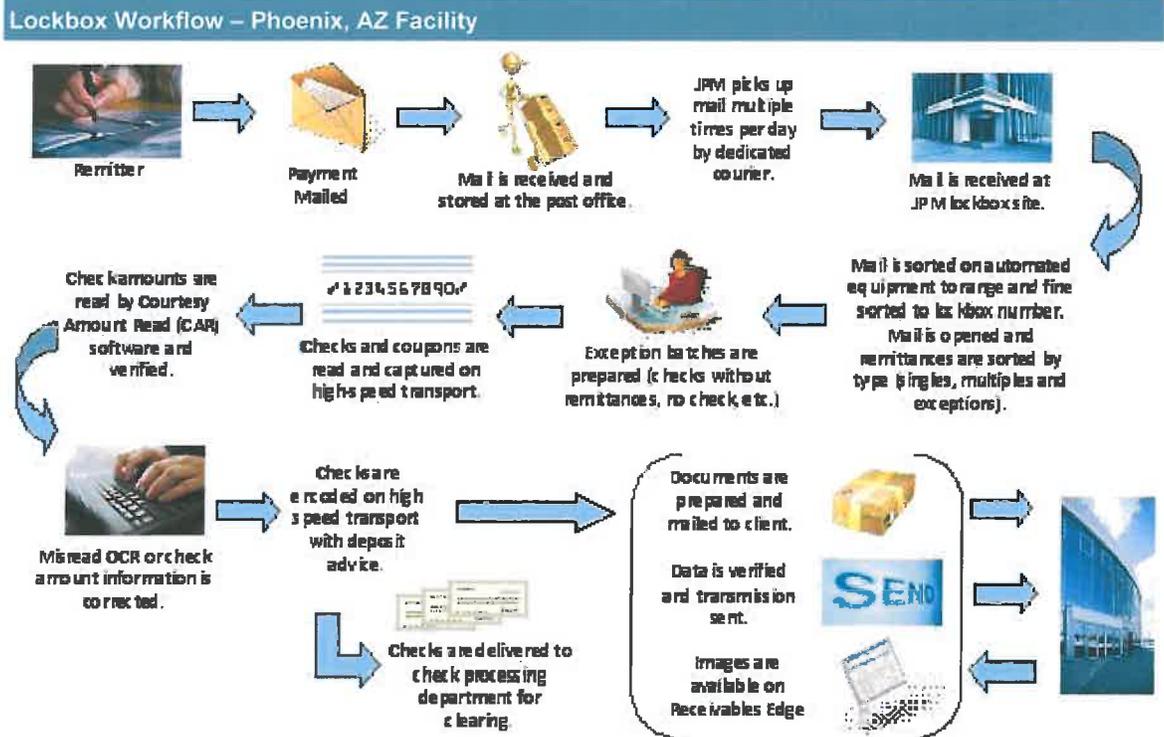


Figure 18

Lockbox processing follows the steps:

- The incoming mail is sorted by the post office.
- The mail is reviewed again to help ensure mail sorting accuracy.
- Each envelope is opened, using OPEX automated equipment, and the contents are extracted, batch prepped and made ready for subsequent processing.
- Checks are sorted according to client instructions (multiples, balanced, etc.).
- Envelopes are discarded or set aside for return to the client based on client requirements.
- Correspondence and nonprocessable items are out-sorted. Remittance invoices/envelopes, out-sorted correspondence and nonprocessable items are set aside.
- The payments are processed on high-speed check transport equipment. Checks are endorsed, encoded and audit trail information is printed on both the check and the invoice.
- Each processed batch is balanced and any discrepancies resolved.
- A DDA deposit ticket is completed with the check total. The number of checks and nonprocessed items and correspondence is noted on the deposit ticket.
- The deposit ticket and checks are forwarded to the Item Processing department for further processing as outgoing collection items.
- Remittance advices, correspondence, nonprocessables and detailed reports are packaged.
- The outgoing package is reviewed for accuracy and completeness and is then forwarded to the client according to their instructions.
- Quality checks are performed on check and document images prior to transmitting image file either directly to the client or to our Internet image service, Receivables Edge.

- Quality control steps are inherent at each step in our processing to help ensure that your requirements are adhered to and that quality standards are met. Daily quality measures include:
- Second review of sorted mail is made to ensure accuracy in the sort process.
- Prior to sealing the outgoing envelopes, a second review is made to verify that all processed batches, reports and any other relevant information is included.
- All outgoing packages are logged within the lockbox department.
- Batches and transactions are balanced to ensure accuracy.

*i. Identify the controls in place to ensure accurate processing per customer specifications.*

Each processor is trained on the specific instructions pertaining to each lockbox. Checkpoints are in place at the end of each processing stage to verify completeness and accuracy. A supervisor is responsible for tracking and resolving any errors, as well as the counseling and/or retraining of the processor. Chase maintains a high level of processing accuracy that meets and/or exceeds the standards set forth by BAI.

We have extensive controls in place to assist with potential error detection. Errors detected in the quality checkpoint review steps are immediately corrected, and supervisors perform employee counseling and appropriate retraining.

*ii. Describe any priority handling of items.*

Our 24-hour-a-day, seven-day-a-week operation uses U.S. Postal Service boxes, extensive mail sorting schedules, multiple check deliveries and check processing procedures that guarantee priority treatment of each account.

Priority handling is determined by client profile and reporting and deadline requirements and is a negotiable lockbox feature. Special procedures are in place for large-dollar deposits to help ensure that clients, similar to the County, receive optimal funds availability.

*iii. Describe the methods to assure validity of data.*

Files requiring MICR data are automatically captured and generated by the lockbox processing system. This system performs edits, including check digit verification routines. If additional data fields are required, edits and validation of fields are performed as required to help ensure the quality of the information. Additionally, we use job control language (JCL) and other authentication procedures to help ensure the integrity and accuracy of the entire transmission process.

*iv. Do you retain the actual check in the lockbox department until data capture is completed or do you send the check for collection prior to data capture?*

Chase has the capability to perform data capture at various stages in the lockbox process. This allows flexibility in check processing delivery. Usually, checks are released to the check processing area prior to data entry to expedite the collection process. If multiple check balancing and/or invoices are required, data entry will be performed prior to the release of the checks.

Checks are released to the check processing area prior to data entry to expedite the collection process. If multiple check balancing and/or invoices are required, data entry will be performed using image copies of the checks.

v. *What back-up arrangements exist should the system fail?*

Backup arrangements in the case of automated system failure are based on business continuity and disaster recovery plans in effect for each site. Highlights include:

- Diversion of incoming work to the nearest operational facility in the event of a major catastrophic failure
- Duplicate account profiles that are created and maintained as part of our account setup procedures
- Redundant components applied in the system to minimize the impact of device failure

vi. *Describe procedures to ensure that transmissions are received successfully and contain all remittance payment detail. Describe your backup procedures in the event transmission is not successful.*

After data file creation, record counts and dollar amounts are balanced prior to the transmission initiation. Chase's sophisticated software continually monitors transmissions to detect any errors. These errors are reviewed to determine the source and appropriate resolution steps are initiated. At the successful completion of a transmission, an acknowledgment is generated.

Typically, file formats containing batch total records and end-of-file total records are used. The receiver can perform edits of the transmitted data prior to uploading to internal systems. This helps ensure that the received data is complete and is ready for further processing.

vii. *Describe the receipt and handling of remittances delivered by private services to the lockbox for processing.*

All couriers delivering remittance mail are directed to a centralized location within each of our processing facilities. Upon arrival, the delivery forms are signed and entered into a log, and the packages are delivered to the lockbox processing area.

All courier packages delivered prior to 12:00 p.m. local time are processed for same-day deposit, assuming that your earliest final reporting time (e.g., data file delivery or final deposit total) is no earlier than 4:00 p.m. local time. If there are specific instructions to provide data transmissions or if final deposit information is requested prior to 12:00 p.m. local time, we will hold mail received after the deadline until the next business day.

viii. *How will your processing, procedures and/or timelines change with our extreme peak demands for services?*

Staff hours and staffing levels are determined by the availability of mail, peak mail volumes, historical data, and staff forecast models. Regular and part-time employees augment the sorting process when necessary. Our contingency plan calls for incoming mail to be delivered to an alternate location with continued manual sorting.

We continually monitor the volume processed through the lockbox department and use forecasting models to ensure appropriate staff levels. Additionally, we encourage our clients to notify us of expected volume increases higher than 10 percent of normal volume.

g) *Do you allow for same day credit of lockbox deposits (i.e. lockbox deposits after normal deposit cut-off times are posted as same day)?*

Our cutoff time for same-day ledger credit is 4:00 p.m. local time at the lockbox processing site.

All payments will be processed and deposited on the same ledger day as received unless the County requires an early cutoff time to meet reporting or delivery requirements.

Packages received from overnight couriers will be processed on a best-efforts basis when the County's major event time, such as final deposit reporting or final transmission time, conflicts with having adequate time to both receive and process the content of these packages. Items not included in the current day's deposit will be part of the first deposit of the next day.

***h) Do you have the ability to stop and start services without added fees?***

In the event that Gila County elects to stop or restart services once implemented, the County would coordinate this instruction in writing with your designated Client Service Professional, Gail Haymaker. Gail would then alert lockbox operations to change the County's processing instructions. For example, the County may instruct Chase to forward all lockbox mail received to the County unprocessed.

Chase would continue to charge the basic monthly lockbox maintenance fee between processing periods to be able to retain the County's dedicated lockbox number for future resumption of processing.

**11. LINE-OF CREDIT AND REGISTERED WARRANTS**

***a) Identify all costs associated with line of credit activity.***

There is no cost to the Borrower to establish and maintain a Line of Credit, other than the negotiated borrowing rate or interest expense incurred when the Line is drawn upon (interest rate not to exceed the Limits established by A.R.S. 11-601.01). Borrowing rates will be negotiated at the time the credit agreement is established with Chase.

***b) Provide a sample copy of the line of credit agreements.***

As the County's current Servicing Bank, the County Treasurer's Office has access to Chase Bank's Warrant Lines of Credit documents. The Bank will likely modify the current document format and processes in an effort to streamline the amount of paper work associated with the County's individual Credit Lines.

***c) Will the bank purchase registered warrants?***

Without knowing the actual circumstances or events that would require the Gila County Treasurer's Office to Register Warrants on behalf of a political subdivision operating within the County, it's difficult to provide a precise answer to this question. Chase Bank prefers to re-evaluate the credit worthiness of the underlying political subdivision and consider an increase to their Warrant Line of Credit, to avoid the operational handling and processing of a Registered Warrant. In either event, the aggregate borrowing capacity of the individual political subdivision cannot exceed the established statutory limitations.

***d) If so, identify all costs associated with registered warrant activity.***

Please refer to response in question 11.a above.

***e) Will the bank require each entity to have a separate line of credit?***

If Gila County prefers, Chase is able to provide a single line of credit to the County.

Otherwise, Chase will provide separate lines of credit for the County, along with each political subdivision requesting a line of credit, provided that the entities are able to meet reasonable standards of creditworthiness, as determined by the Bank.

The following information will be required annually:

- Current Budget
- Audited Financial Statement

In the event Gila County's credit line is exceeded, Chase will work with the County to process the registered warrants in a manner that complies with A.R.S. 11-645.

**f) *What is the turnaround time to increase a line of credit?***

A typical line of credit increase can be accomplished in 48 hours. Under unique circumstances, same day credit limit increases may be available. Chase must be given the appropriate financial information for the County or other County special entity. An entity requesting a line of credit increase must have a record evidencing a reasonable standard of creditworthiness, as determined by the Bank.

**12. COMPENSATION**

**a) *Identify the rate the bank will use for compensation of bank fees based on account balances.***

The rate that the Bank uses to calculate the compensation value of the balances is termed the Earnings Credit Rate (ECR). ECR is set by J.P. Morgan Treasury Market and Management and is based on prevailing market and competitive rate conditions.

**b) *Identify the method of calculating bank compensation, i.e. earnings credits.***

Earnings Credit Rate (ECR) is used to calculate the value of balances that can be used to offset service fees for the analysis period.

Chase uses the following formula to calculate the earnings credit allowance:

$$\text{Earnings Credit} = \frac{(\text{Average Balance} * \text{ECR} * \text{Actual Days in Month})}{\text{Actual Days in Year}}$$

**c) *Identify the settle terms, if earnings credits are insufficient.***

Chase can assess charges via fees or balance-based compensation. There is no difference in unit prices based on method of compensation. The County may choose to leave balances in the accounts and receive earnings credit to offset service charges. When the level of balances does not fully cover the fee total, the County will be charged for the difference.

**d) *Identify any charges that would NOT be covered by account balance compensation.***

Merchant card and commercial card services fees are not able to be placed on analysis and covered by balances. Similarly, there are certain trust, loan, and securities processing services that may be ineligible for handling through analysis.

e) *If the county elects to pay for banking fees in cash, identify any variation in terms offered.*

Chase accepts compensation in fees, balances or a combination of the two. There is no difference in unit prices based on method of compensation

- **Fee Compensation:** Clients can generally earn higher rates on investments than banks can pay in earnings credit. If Gila County chooses the fee compensation plan, the County will manage accounts to minimize collected balances and will not use balances to offset any service charges. The total service charge will be debited from the designated accounts.

**Balance Compensation:** The County may choose to leave balances in Chase accounts to offset service charges. Accounts will earn service credits (Earning Credit Allowance), a soft-dollar credit based on account balances. If the average balances support the activity, then the earnings credit allowance will offset service charges. When balances are not sufficient to support activity, the difference will be charged to the County by direct debit to the account or, in certain cases, invoice.

13. **FRAUD PREVENTION**

a) *Identify any fraud prevention and detection services you offer.*

Using sophisticated technology, Chase is able to offer a multithread approach to fraud detection and mitigation.

- **Positive Pay:** Each day that checks are issued, Gila County will electronically transmit details of all issued items against the County's business checking and controlled disbursement accounts. Chase will process the daily checks-presented information against the County's input file and generate an exception report (on a next-day basis), identifying all items that are paid with mismatched or no issue information on file.
- **Payee Name Verification (PNV):** PNV reduces the risk of fraud due to payee line alterations by automatically matching the payee name on the issue file to the check presented. Items that do not match are sent for review by Chase operators. These exception items will then be sent to the County for final decisioning. Exceptions will be available online and will include check images for simplified decisioning.
- **Teller Line Positive Pay:** Provides protection before encashment at the teller line in Chase branches nationwide. This service now includes payee name verification at the teller line for maximum protection. Issued check data is updated on the Bank's teller system within one hour.
- **"Push" Technology:** Daily e-mail notification of any exception items online, leaving the County free to manage other business activities. Each business day, Chase will notify Gila County by 9:00 a.m. AZ Time whether or not there are any exception items requiring review. If there are any exception items, a pay/return decision from the County must be received by 2:00 p.m. AZ Time that same day.
- **Post No Checks:** Blocks paper/check transactions drawn on that specific account from posting to the County's depository or electronic-only payment account(s).
- **ACH Debit Block:** Protects against unauthorized ACH debit transactions from posting to the County's accounts. ACH Debit Block provides a means of returning unauthorized ACH debits

in a timely manner, helping to reduce efforts in reconciling and investigating debit transactions.

- **ACH Transaction Review:** An enhancement to Chase's ACH Debit Block, ACH Transaction Review provides an online interface to set filter criteria, view items that do not meet filter criteria, and make pay or return decisions on reported ACH exceptions.

**Additional Fraud Prevention Tools:**

- **ASI-16 fraud detection software:** a fraud detection filter that examines daily check transactions, comparing them to the individual's check writing history through a predefined set of bank parameters.
- **Teller system alerts:** Chase may mark an account with a caution/surveillance restraint as an interim step to protect against additional losses while account closing is pending.
- **Large-dollar check review:** This offers a review of items above a specified dollar threshold to detect fraudulent signatures.
- **Thumbprint:** Tellers require non-Chase clients to present multiple forms of identification and a thumbprint when cashing checks.
- **Loss Avoidance Warehouse (LAW) system:** This system tracks and reports deposit account-related losses.
- **Proprietary transaction monitoring systems**
- **Participation in industry-wide exchanges**
- **Enhanced check cashing procedures, including two new fraud prevention tools that will help protect your account(s):**
  - **Check cashing indicator**
  - **Maximum per check amount**

\*Note: These services only apply to checks drawn on Chase that are presented by non-Chase account holders in our branches.

**b) *Identify any fraud prevention and detection services you require of your customers, such as positive pay.***

File transmissions must be encrypted and/or authenticated, depending on the application. This is done at the transaction or batch level. If a violated transmission arrives at the Bank, an operator will contact the County by phone to request re-transmission.

All message authentication measures and products must conform to approved American National Standards Institute (ANSI) standards. Key management process must be employed and must conform to approved American National Standards Institute (ANSI) standards.

To reduce the risk of unauthorized or fraudulent transmission of payment instructions, Chase requires that authentication be employed on all value-bearing transactions electronically transmitted to the Bank. Encryption will be implemented based on the County's request.

Authentication is mandatory regardless of which avenue the County uses to deliver payment files.

**Positive Pay and other Controlled Disbursement Services**

Controlled disbursement services, including Positive Pay, are optional services and not necessarily required. Gila County will have the opportunity to peruse Chase's controlled disbursement suite and choose the services that best fit the County's needs.

**Chase's Positive Pay – An Effective Weapon against Check Fraud**

Use Positive Pay to monitor and control checks presented against Gila County accounts so that only authorized items are paid.

Gila County will benefit from one of the most complete Positive Pay solutions in the industry - one that examines and addresses each component of the check presentation process.

- *Payment Verification* – Protection against altered, counterfeit or unauthorized checks. Only those items listed by the County will be paid
- *“Push” Technology* – Daily notification of any exception items are provided online, leaving the County free to manage other business activities

Daily e-mail notices include images of exception items.

**Positive Pay Exception Item Decision Entry**

Chk#: 2012      Acct#: 06300011111      \$Amt: 71.59

#	Account No.	Check No.	Amount	Paid Date	Ex. Type	Pay/Return Decision (All)	Select
1	06300011111	2006	118.43	10/16/2003	PNI	Pay *	<input type="checkbox"/>
2	06300011111	2007	376.20	10/16/2003	PNI	Pay *	<input type="checkbox"/>
3	06300011111	2008	1,475.41	10/16/2003	PNI	RTN-Refer to Maker	<input type="checkbox"/>
4	06300011111	2009	2,569.60	10/16/2003	PNI	RTN-Altered Payee	<input type="checkbox"/>
5	06300011111	2010	55.00	10/16/2003	PNI	RTN-Refer to Maker	<input type="checkbox"/>
6	06300011111	2011	254.87	10/16/2003	PNI	Pay *	<input type="checkbox"/>
7	06300011111	2012	71.59	10/16/2003	PNI	Pay *	<input type="checkbox"/>
8	06300011111	2013	288.85	10/16/2003	PNI	Pay *	<input type="checkbox"/>

Figure 19

- *Payee Name Verification* - Reduces the risk of payee line alterations
- *Teller line Positive Pay* - Protection before encashment at the teller line
  - Within one hour of receipt of Gila County's issue file, we will update teller line systems. When a check is presented for payment at a Chase teller window, the teller system will determine the validity of the check issue prior to payment. Items not found as matching open entries on the issue file will be denied encashment.

Chase will uncover any payments that do not match your issue file and flag them as exceptions. Each morning, exception items will be available online for the County's pay or return decision.

Gila County will transmit items issued against a disbursement account to Chase electronically, via the Internet or direct transmission. Check issuance data may be sent throughout the day and as

often as necessary. For same day effectiveness, the County's check issuance data must be received by 8:45 p.m. AZ Time for direct transmission or by 8:00 p.m. AZ Time for online entry.

Chase will process the daily checks paid information against the County's input file and generate an exception report identifying all items that are either paid without issue or fail to match the information included in the issue file.

**c) Do you offer positive pay on payee?**

Chase was one of the first banks to offer Payee Verification. A critical enhancement to traditional Positive Pay, as payee fraud is on the rise, Chase's Payee Verification interrogates up to 100 character payee names. Our Teller Line Positive Pay service also includes payee verification.

**Payee Verification as a Process**

A Payee Verification client, such as Gila County, is first matched in Positive Pay.

While traditional Positive Pay matches check MICR information check to the issue file, Payee Verification verifies payee name as compared to the payee information from the issue file.

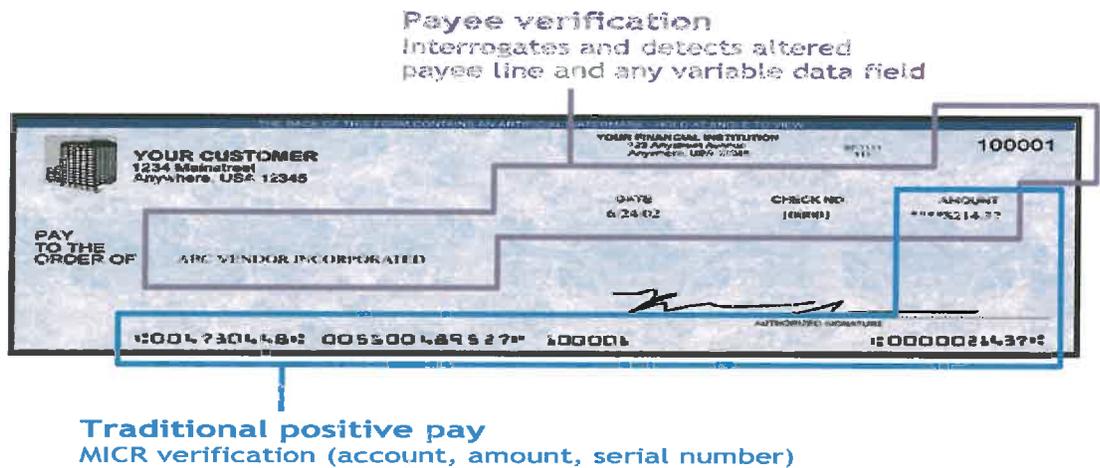


Figure 20

Next, Payee Verification looks at the items with digital interrogation, matching the payee name on the issue file to each check presented.

Items that do not match are sent to a Chase operator for manual review. (Accept or Reject.)

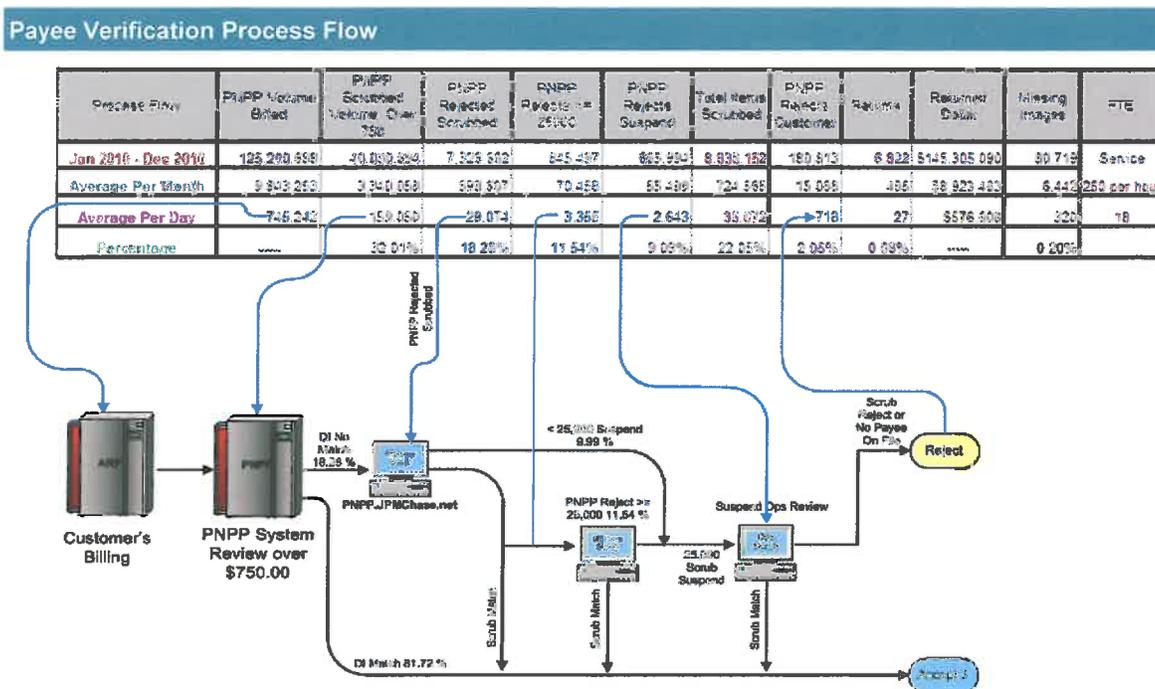


Figure 21

Gila County will be able to review any check images of any exceptions rejected by the operator using Chase’s web-based disbursements application, Payables Web Services (PWS). PWS is accessible using the J.P. Morgan ACCESS portal.

d) **What protection do you offer if a warrant is rejected for payment under a positive pay program?**

Chase provides standard service terms for Treasury Service clients regarding specific product offerings, including Positive Pay. Please refer to Appendix 4 – Required Service Agreements.

If a warrant is rejected for payment under a positive pay service, Chase will notify the County the morning after the item is presented by 10:00 a.m. local time or 11:00 a.m. local time if the account utilizes payee name for review and a pay or return decision. If no decision is received by the bank by 4:00 p.m. local time, the bank will use the County’s preset default to pay or return the item(s).

e) **Under what conditions will you accept financial burden for fraudulent checks and warrants paid from any Gila County funds under the custody of the Gila County Treasurer or any other accounts under this agreement?**

J.P. Morgan offers services reasonably designed to detect check fraud and if the customer fails to utilize such services, the Bank will not be responsible for any loss due to check fraud that could have been detected and prevented in using such services. The customer provides the Bank with their item issuance information at the time they are issued/mailed and this information is compared with the items at the time they are presented to the Bank for payment. If there is a match, the item is paid; and, if it does not match, the customer is given the opportunity to decision the item within the specified time period.

14. CHECK 21 COMPLIANCE AND OFFERED SERVICES

- a) Identify any new products or services that are expected to be offered and the anticipated timeline as a result of Checks 21 legislation.

Electronic Check Presentment (ECP), a process in which the forward presentment of check information captured from the MICR line at the collecting institution (bank of first deposit) is transmitted electronically to the paying institution with paper to follow, was discontinued with the adoption of Check 21 and image exchange.

Chase remains an industry leader in facilitating the transition from paper to image adoption. We currently send and receive images. Chase exchanges images through Endpoint, the Fed, Fidelity, NCHA, SVPCo, Viewpoint and via direct sends to other financial institutions. We clear 99% of deposited checks via image exchange to approximately 24,000 endpoints.

15. PERSONNEL AND CUSTOMER SERVICE

- b) Identify personnel responsible for our account and provide their qualifications.

Part of our commitment to Gila County is having the appropriate individuals assigned to the County's relationship team. Gila County will be supported by a local relationship team comprised of experienced professionals committed to understanding your business, attentively listening to valuable feedback, and proactively providing targeted ideas to energize the County's financial operations.

Gila County's Relationship Team, courtesy of Chase

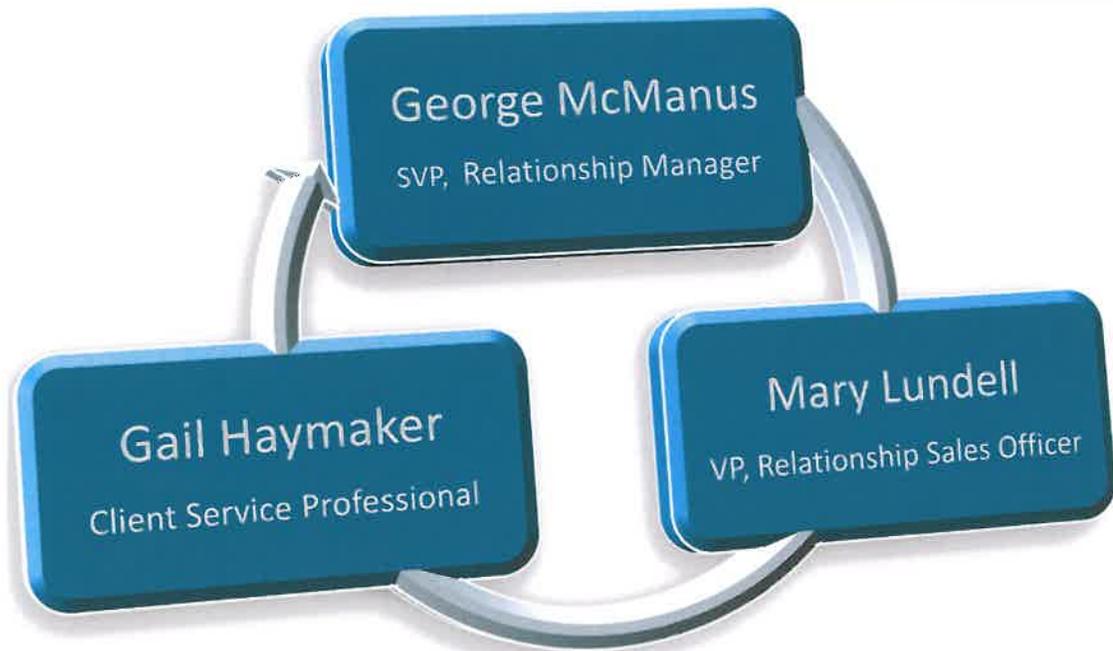


Figure 22

George McManus will be the County's Relationship Manager and Banker. George is authorized to negotiate contract terms and render binding decisions.

Relationship Manager (RM)	
Name, Title	George McManus, Banker Senior - GNPH
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	1-602-221-2179
Fax Number	1-602-221-1075
e-mail address	george.w.mcmanus@chase.com
Work History	
2008 – Present	<i>J.P. Morgan Chase, Senior Vice President, Arizona Government Banking</i> Senior Banker in the Phoenix Commercial Bank's GNPH industry segment. Manages an account portfolio consisting of local Counties, Cities/Towns, and School Districts. Working with clients to enhance existing banking services contracts, explore new treasury management applications, develop municipal lending opportunities, and provide liquidity solutions.
2006 – 2008	<i>BBVA Compass Bank (Phoenix, AZ) - Vice President, Deposit Services Manager</i> Deposit Services Manager for the Bank's Phoenix Commercial Real Estate group. Developed banking relationships with Title Insurance Companies, local property management firms, and commercial property developers.
2002 – 2006	<i>M&amp;I Bank (Phoenix, AZ) - Vice President, Specialty Market Manager</i> Specialty Market Banker focused-on developing wholesale deposits and treasury management opportunities in Phoenix.
2000 – 2002	<i>Bank of America (Los Angeles, CA), Vice President, Government Banking</i> Managed the banking services contracts and relationships for a number of Governmental entities in Southern California, including both counties and local municipalities.
1990 – 2000	<i>Bank of America (Phoenix, AZ) Vice President, Commercial Banking</i> Managed a wide-variety of Governmental banking relationships (Federal, State, Counties, and Cities), local financial institutions, and national Title Insurance

Relationship Manager (RM)	
Name, Title	George McManus, Banker Senior - GNPH
	companies. Obtained a Certified Cash Manager designation.
Education	
George holds a Bachelors of Science degree in Business Administration from the University of Phoenix.	

Senior Treasury Services Manager, Mary Lundell, will lead the Treasury Services Team. Mary will collaborate with the County to maintain the most efficient treasury services structure, communicating best practices and relevant enhancements to our products and services to the County on an ongoing basis.

Senior Treasury Services Manager	
Name, Title	Mary Lundell, Vice President
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	1-602-221-2644
Fax Number	1-602-221-1682
e-mail address	mary.j.lundell@jpmchase.com
Work History	
2010 – Present	<i>J.P. Morgan, VP, Treasury Services – Senior Treasury Services Manager</i> Responsible for Treasury Services sales and solutions for Public Sector clients and prospects in AZ, NM, and NV.
1994 - 2010	<i>Bank One, FVP, J.P. Morgan, VP, Treasury Services – Senior Treasury Services Manager</i> Covered a variety of public sector, health care, and large corporate industries for Global Treasury Services (GTS) as Treasury Services Relationship Manager. Served on Bank's product design and development committees for the Bank's platform merger and TS product consolidation.
1982-1994	<i>Security Pacific National Bank/Bank of America, VP, Cash Management Department - Senior Cash Management Sales Manager</i> Responsibilities encompassed all facets of Treasury Services from product design and development of bank processing systems, platforms and treasury products, to strategic execution of the full delivery and support model for the Bank's cash management

Senior Treasury Services Manager	
Name, Title	Mary Lundell, Vice President
	products Managed the Cash Management team for Corporate Banking. Float Manager for the Bank's national clearings network and back office warrant processing for State of Arizona.
1980-1982	ASU Center for Executive Development – Administrator for Executive Training Programs in the College of Business Partnered with professors in the College of Business to conduct various accredited executive development training programs.
Education	
ASU, College of Business, Major: Business Administration/Information Technology FINRA* Series 7 and 63 licenses (presently dormant) *Financial Industry Regulatory Authority	

Gila County will be supported, on a daily basis, by our dedicated client service group. Client Service Professional (CSP), Gail Haymaker, will maintain daily service responsibility, serving as the County's primary contact for customer service inquiries.

Client Service Professional (CSP)	
Name, Title	Gail Haymaker
Office Address	201 North Central Avenue, Floor 21 Phoenix, AZ, 85004-0073
Phone Number	602-221-1383
Fax Number	866-924-9678
e-mail address	gail.l.haymaker@chase.com
Gail Haymaker is a Senior Client Service Professional (CSP) and has been with Chase for nine (9) years. As Gila County's dedicated Client Service Professional (CSP), Gail will maintain an in-depth understanding of the County's daily operating processes in order to respond to the County's inquiries in a timely manner and address any issues that may arise.	

**c) Indicate the organizational structure**

Gila County will be supported, on a daily basis, by our dedicated client service group. Chase uses a cross-product support approach to customer service. If your CSP is unable to resolve issues at the initial point of contact, she will engage the appropriate Chase department(s) on your behalf. Gail will consult with product and operations experts, as needed, to deliver appropriate and timely

resolutions with respect to the County's requests, while our Operations experts are responsible for managing research functions for investigation requests.

16. **CREDIT CARD PROCESSING (MERCHANT) SERVICES**

a) *Do you have the ability to identify transactions by Gila County Department?*

Each department would be set-up with its own unique merchant number. This would allow transactions to be identified by department.

b) *Identify all cost associated with credit card processing.*

We would welcome the opportunity to discuss the County's payment processing needs and create a customized technology and pricing solution to optimize service. We would also be happy to provide, for your review, a form payment instrument processing agreement. This agreement will outline the basis for delivery of processing services by Chase Paymentech, including terms required by payment brands, in addition to internal corporate and credit policies.

17. **CREDIT CARD PROCUREMENT SERVICES E-COMMERCE SERVICES**

a) *Identify all costs associated with credit card processing for procurement of goods and services for small purchases (Less than \$5,000.00).*

Chase bank will continue to provide the County with our Purchasing Card program at no cost. Any additional costs would be incurred for any customization such as a new card design.

b) *Describe your credit card procurement process.*

**Purchasing Card**

Gila County can continue to utilize the bank's Purchasing Card which provides a streamlined means for organizations to authorize, track, pay, and reconcile many of the small-dollar purchases that usually require manual purchase orders, as well as higher-dollar items like capital purchases, utility payments, and temporary labor expenses. Our purchasing card program offers significant benefits, such as improving cycle times and reducing—if not eliminating—certain expenses and tasks related to the procurement process (e.g., invoice processing and check payments). Combined with enhanced reporting and processing efficiencies, our purchasing cards are becoming the payment method of choice for progressive organizations worldwide.

Importantly, the Chase solution can be customized to deliver all the information your organization needs to monitor and control employee expenditures, boost departmental efficiency, and maximize the State's profitability. Advantages of the Chase Purchasing Card include:

- Visa- or MasterCard-branded cards, which afford greater merchant acceptance than American Express
- Enhanced data capture, including line-item detail
- Daily online reporting and Query Wizard tools
- Online, real-time account maintenance
- Comprehensive spend controls to help prevent fraud and employee misuse
- Convenient payment options, including electronic bill presentment and payment
- Expert management and implementation support team specifically assigned to your program

- 24-hour customer service completely dedicated to the commercial card product
- No-fee central liability waiver protection

Additional benefits include the following:

- **Personalized product consultation** – Chase provides strong product consultation, which differentiates us from our competitors, in the areas of management reporting, sales/use tax, cost allocation, and program implementation.
- **Strong client relations team with relationship focus** – The County will continue to be supported by experienced program coordinators and implementation specialists to ensure that your programs are optimally effective.
- **Regular client conferences** – Chase holds annual meetings to provide an opportunity for clients to learn about best practices from us and from other users.
- **Complete product/service package** – Chase offers the full spectrum of cash management products, including purchasing cards and ACH, wire, and EDI solutions. By effectively using all these products, your organization gains the benefit of having one provider for all cash management needs.

*c) Describe your rebate program.*

The County can continue to utilize the City of Tucson Consortium rebate program. Please see Appendix 5 for information regarding the program.

*d) Provide your rebate rate schedule.*

Please see Appendix 5

*e) Provide sample reports.*

Please see Appendix 5 for sample reports of our PaymentNet reporting system.

**18. E-COMMERCE SERVICES**

*a) Describe your products available to allow Gila County to offer E-Commerce to its citizens.*

Use Chase's Pay Connexion as an efficient and secure E-Commerce solution for County constituents. An end-to-end solution, Pay Connexion serves as a "hosted" system for processing credit card, debit card, and electronic check payments originated by payers via the Internet. Pay Connexion is PCI compliant and the site is compliant with Section 508 of the Americans with Disabilities Act (ADA). Additionally, **Pay Connexion's Convenience Fee Model makes the solution available to Gila County constituents at no cost to the County.**

As a modular solution, Pay Connexion offers modules to extend the Pay Connexion functionality to additional payment channels, including Interactive Voice Response Unit (IVR) and live customer service representative (by phone) payment channels.

A shared database keeps a holistic consolidated view of the payer, regardless of how they choose to make payments.

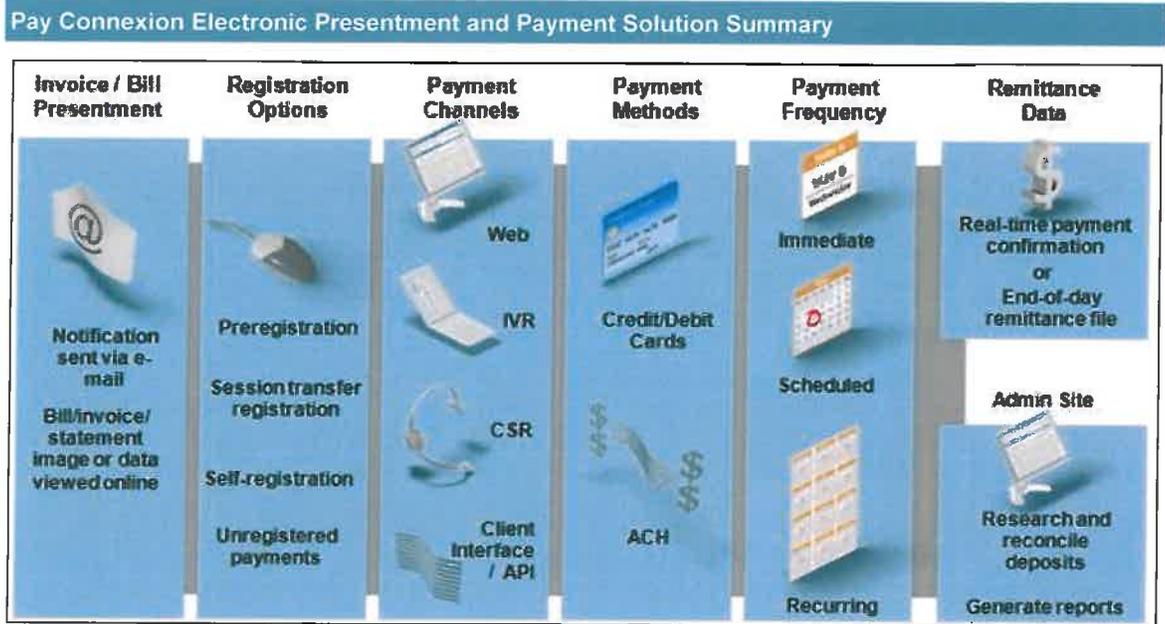


Figure 23

Pay Connexion offers the option for Gila County to host the payment channel through Pay Connexion’s gateway. Pay Connexion’s gateway will allow the County to host payment channels and send payment data through Pay Connexion’s API/Web Services.

Pay Connexion also supports the real-time authorization and batch settlement of credit and debit card transactions.

**Pay Connexion Overview**

A secure, multi-lingual, highly-available, fully-bank-hosted, PCI-DSS compliant multi-channel e-payment platform, Pay Connexion supports credit and debit card, as well as ACH/e-check payment methods. Because Pay Connexion is feature-rich and highly configurable, it can support the County’s payment needs now and as they evolve in the future. The custom and dedicated Pay Connexion platform and functionality will provide payers with highly demanded features:

- Multi-lingual Web and automated phone payment channels
- Instant credit card authorization with Visa, MasterCard, and Discover cards
- ACH debit transactions that are processed through a separate clearing network in a batch process, per NACHA guidelines.
- Immediate and recurring payments
- Unregistered and self-registered payments
- Reliable and efficient merchant processing and settlement
- Administrative web site with research, inquiry, and reporting
- Secure PCI-DSS compliance
- Highly available and secure platform with primary and secondary data centers

**Convenience Fees – A “No Cost” Alternative for the County**

Our convenience fee solution will advance Gila County’s ability to efficiently and accurately collect and process electronic payments, manage financial information, improve workflow and more - all at no cost to the County.

Pay Connexion supports many convenience fee structures, such as percentage, tiered, or flat fee. With a convenience fee model, a fee is passed on to the payer using the e-Payment application.

**Option 1** - One convenience fee option is a no-cost convenience fee model, where the County pays no fees. Chase collects a convenience fee from the payer. Chase pays all fees associated with the transaction, including interchange, dues, assessments, and merchant processing fees. In this model, the biller does not pay implementation, hosting, or per transaction fees.

**Option 2** - Alternatively, the convenience fee can be collected by Gila County and used as an additional source of revenue for the County to pay for Pay Connexion setup, hosting, and transaction costs.

Upon acceptance of a convenience fee, the convenience fee is displayed to the payer separately from the payment amount. The convenience fee is charged to the payer at the time of payment. The payer will see two transactions listed on their credit card, debit card, or checking account statement.

Chase offers the flexibility of convenience fee functionality within the Pay Connexion suite of services for Visa, MasterCard and Discover.

### Web Payments

Pay Connexion is a fully-hosted Internet payment gateway for payment processing and real-time reporting, offering:

- Full compliance with Visa, MasterCard, and Discover
- Real-time authorizations
- Seamless integration with the Government Entity's existing website(s)
- Duplicate and fraudulent payment prevention methods
- Automatic convenience fee calculation
- Real-time, customizable payment reporting services via the Internet

Internet payers will access Pay Connexion's web payment channel via a session transfer that is executed in real-time when the payer clicks on a "pay button" on your web site.

During implementation, Chase provides the HTML that comprises the pay button. This HTML accounts for the County's unique parameters, as well as other application-specific configuration selections. The County will integrate this HTML into its existing web site.

When payers click on the pay button and the session transfer occurs, variable and/or static data parameters (e.g., ID number, Personal Access Code, etc.) may be passed from the County's system to Pay Connexion in real-time. Pay Connexion also supports a batch interface for receiving data from the County, which is the Pay Connexion Pre-Registration File.

*When payers click on the pay button, data parameters can be passed from the County's system to Pay Connexion*

Delivering variable data in real-time via the session transfer may be useful, for example, if payers will have already logged into the County's website or otherwise searched there for their data. If data is delivered in real-time during the session transfer:

- Pay Connexion can present to the payer the amount due that represents the unpaid balance, even if, for example, a partial payment received via a non-Pay Connexion payment channel had been posted earlier in the same day.

- Real-time data passed in the session transfer will override data delivered in batch via the pre-registration file.

If payers have already logged into the County's web site before reaching the 'pay button', then Pay Connexion can support a single-sign-on user experience and pass variable data in an encrypted session transfer. If not, then registered payers can log directly into the Pay Connexion Welcome Screen by use of a user ID and password combination. Which data elements are used as the UID/PW is configurable by the County (e.g., account number / PIN).

Upon successful payer log-in, variable data that was passed into Pay Connexion via the pre-registration file will be recalled. If the County uses our single-sign-on feature, then the Welcome Screen is bypassed altogether. If this feature is not utilized and the Welcome screen is presented, then some characteristics of the Welcome Screen itself will reflect the County's configuration selections.

Another scenario in which real-time variable data may be delivered to Pay Connexion in the session transfer and the Welcome Screen can be bypassed altogether is if the County chooses to utilize a non-Pay Connexion application upstream of the "pay button" with which payers can search for, generate, input, or otherwise access their billing data. In order to comply with NACHA guidelines with respect to payer authentication, such an application is typically required if unregistered payers will be allowed to make e-check payments.

Whether parameters are passed to Pay Connexion in the session transfer or via the pre-registration file, they can be presented to payers as "read only" data fields. Such presentation denies payers the opportunity to enter data erroneously, which can help the County prevent issues such as posting payments to the wrong account.

Additionally, data parameters may be collected from payers in Pay Connexion during the payment session. Each collected parameter may be a text field or list/choice field. If no variable data is passed into Pay Connexion, multiple parameters may be used in conjunction with each other to validate data entry (e.g., parcel number and address, parcel number and re-enter parcel number, etc.).

So long as the amount due is passed to Pay Connexion (regardless of whether it is passed in the session transfer and/or pre-registration file), Pay Connexion can support the County's business rules with respect to whether partial and/or over payment are allowable. If neither partial, nor over payments are allowable, the payer can only pay the exact amount due, which is presented as a read only field. Similarly, so long as the due date is passed, Pay Connexion can support the County's rule with respect to whether late payments are allowable.

The Pay Connexion web channel can optionally support credit cards, debit cards and e-check (ACH debit) transactions. During the payer's web session, the payer can enter in Pay Connexion the payment card or bank account information. Payment card account information that is captured includes, card type, card number, expiration date, card verification data, card holder name, and address. Registered payers may save and manage a list of payment card and bank accounts to avoid redundant data entry during subsequent payments.

Regardless of the payment channel used for a given transaction, Pay Connexion processes credit/debit card transactions in coordination with the merchant processor (Chase Paymentech



*The Pay Connexion web site will use the County's logo/seal and banner graphic elements to support a seamless user experience consistent with the look and feel of the County's own web site.*

Solutions), the card organizations (e.g., associations/networks) and card issuers. Authorization occurs in real-time, whereas settlement occurs in batch.

**Interactive Voice Response (IVR)**

As a modular solution, Pay Connexion offers modules to extend the Pay Connexion functionality to additional payment channels, including Interactive Voice Response Unit (IVR) and live customer service representative (by phone) payment channels.

Our IVR solution Provides:

- Compatibility with multiple languages (Spanish is the most common)
- Multiple payment methods and acquirers
- Convenience fee capability
- Professional, accent neutral voice talent
- Communications with third-party software applications, and open APIs

Our call center operates 24 hours per day, seven (7) days per week and will provide the County's payers with the option to request live operator assistance. The IVR application is accessed through a dedicated toll-free number for the County. If the County has an existing toll-free number they would like to use for the Pay Connexion application, this number can be ported to Pay Connexion at no additional charge.

IVR functionality is similar to that of the Website; however, IVR is limited by the usability of the telephone keypad interface (e.g., payers can only review one transaction at a time using the confirmation number). Additionally, if the County wishes to allow payers to initiate payments through IVR, the County will have to deliver to its payers a written authorization statement that contains a "shared secret". This authorization statement does not have to be returned by the payer using the mail. Rather, once the payer receives the authorization form containing the "shared secret", the payer can then access the IVR and authorize the prearranged payment and deposit entry (PPD) by revealing the "shared secret" to the application prior to payment initiation. Upon verification and authentication, the payer can then set up a single payment, schedule a series of payments, or establish recurring payments without having to record a voice authorization.

**Payment initiation processing on the IVR**

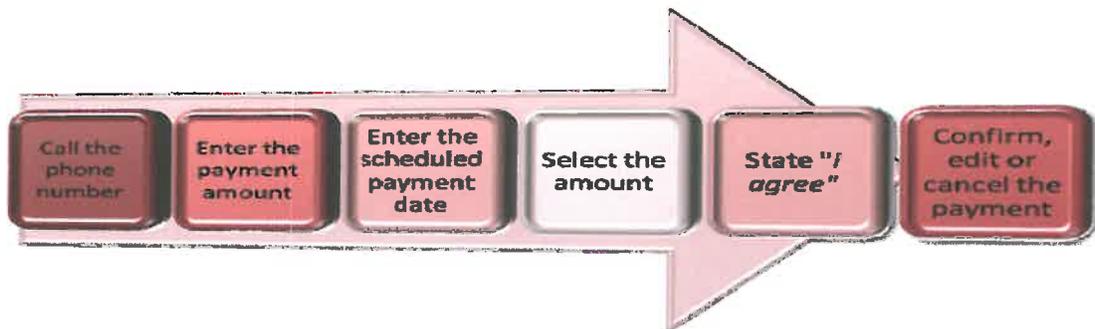


Figure 24

The Pay Connexion IVR may be deployed as a stand-alone application or integrated with the Web or Live Agent channels.

The County may register Users with a numeric User ID and password. The IVR channel does not support registration of new users. Users can be registered through the pre-registration file or session transfer. Users will use the numeric User ID and password provided in the preregistration file to authenticate with the IVR system.

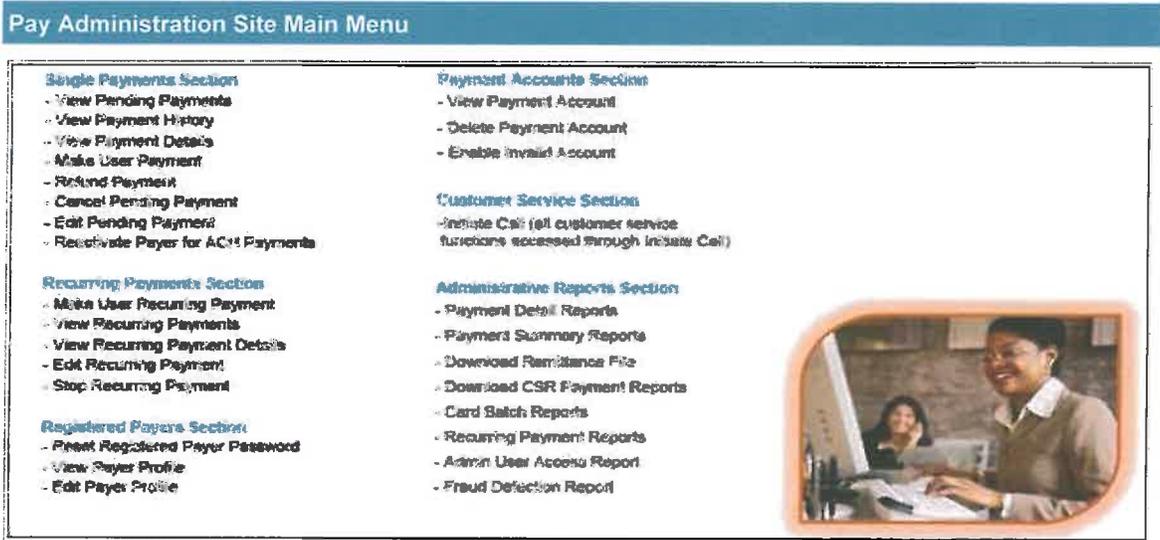
To access the Pay Connexion IVR channel:

- The registered user makes a phone call to a unique toll-free number or is transferred from a payment option off of the County's existing IVR menu. If the user has already made a Spanish language selection in the County's IVR they may be automatically transferred to the Pay Connexion Spanish IVR or upon connection the user may select to hear the call flow in Spanish. The call flow will follow the flow as outlined below but all information will be communicated in Spanish.
- The user is then prompted to enter their User ID and Password.
- After successful login, the user is presented with the Main Menu. The Main Menu is dynamically created in real-time, based on the County's desired options, and the user's history with Pay Connexion. The main menu options may include Make a Payment, Review, Edit, or Cancel Pending Payments, Edit Saved Accounts, or Change their Password. If the user has no options, they are read, "You are not authorized to make payments at this time."
- Users are then prompted to select the product for which they would like to make a payment.
- The user will then be presented with the amount due and the due date if known.
- The user is then prompted to enter the Payment Amount. If Pay Connexion knows the amount due for this registered user for this product, then the user will be read the amount due, and asked if they wish to pay this amount. The County can select during setup to allow users to only pay the amount due. Amount due may be passed to Pay Connexion via the pre-registration file. If the user chooses to pay the amount due, they will proceed immediately to entering their payment date.
- If the user wishes to enter a different payment amount, they must enter the full value, dollars and cents, even if their payment amount is an even dollar amount. The payment amount must be between the minimum payment and maximum payment amounts defined during setup. However, if the user's amount due is above the maximum or below the minimum amount, they will be able to submit a payment for exactly the amount due.
- The user is then prompted to select their payment method and enter account information. If the user has any saved accounts, or has had account information loaded for them via the preregistration file, Pay Connexion will ask if they would like to use a saved account to make the payment. If the user has previously made a payment over the IVR, Pay Connexion will review the details of their most recent IVR payment, and ask the user if they wish to use the same payment account, or hear their other saved accounts. If the user wishes to hear saved accounts, they will hear all of their saved accounts that correspond to the available payment method(s).
- If the user does not have saved accounts, or selects to use a new payment account, Pay Connexion will prompt the user to select a payment method.
- The user is then prompted to enter the payment date.
- After the user has completed all the steps for making the payment, they are read a summary of the payment information. This payment summary includes the payment amount, convenience fee (if applicable), payment method, last 4 digits of the account number, and payment date. If the payment information is not correct, the user can make changes to the payment, by modifying the payment amount, payment account, or payment date.

- If the user confirms the payment, the payment is submitted to the appropriate payment network. After hearing their confirmation number, users have the option to repeat their confirmation number, return to the main menu, or quit the telephone payment system.

**Online Transaction Reporting**

Use Pay Connexion’s Administrative web site for research, inquiries, and reporting.



**Figure 25**

Authorized Gila County personnel can access the administrative application, which is a robust customer service and payment reporting tool. All pages within the administrative application are compliant with section 508 of the Americans with Disabilities Act. The site is accessed through a secure URL. Each session is secured using Secure Sockets Layer (SSL) with 128-bit encryption technology.

Security measures are paramount and required to validate access to the reporting site. Gila County “security officers” dictate access to the administrative site by defining administrative site functions to County-defined role(s). The County then assigns individuals to each role. Individuals are also given secure user names and passwords to access the administrative application. Therefore, when an individual logs-in to the administrative site, they are only able to see the functions for which they have the appropriate entitlements.

The administrative site can also be used to assist payers in making payments. The payer accesses the Customer Service Representative (CSR) payment channel to execute a transaction by speaking with a Client staff member, typically by telephone. Your staff member uses the web based “Virtual Terminal” module of the secure administrative site.

Authorized Client administrators access the Pay Connexion administrative site from a standard web browser. The administrative site provides authorized Client personnel with the ability to make payments, execute refunds (refund rules differ by payment method), generate a wide range of reports on demand, and perform other administrative functions.

Information Reporting

The County will be provided with an online payment reporting tool to access Daily Transaction Reports. Reporting capabilities are available through the administrative application, which will allow authorized users to view standard reports including payment detail, payment summary, and credit card batch reports. Each report has different selection criteria that can be used to narrow

the data of a selected report. The reports can be downloaded from the administrative application into Excel.

Transaction history is saved for 24 months (2 years) online, and an additional 5 years offline. By law, we are required to save this information for 7 years.

Pay Connexion's reporting section of the administrative application provides billers with the ability to create various detail and summary level payment reports. Administrative users must be granted permission to access each type of report. Payment reports can be generated for pending and processed payments and can be filtered by various fields, including payment method, payment type, product, and payment status. Reports can also be sorted by each of the columns displayed in the report results. The reports are either produced in batch or real time, and can be sorted, viewed online, printed, and downloaded to the administrative user's desktop.

#### Remittance Data

A daily remittance data file will be made available for download via the administrative site or through secure FTP. This remittance file is the primary means to deliver remittance detail. This standard format includes return data as well, and provides a daily means (Monday through Friday, excluding Federal Holidays) to reconcile funds settlement. The file is available in Extensible Markup Language (XML) and ASCII comma-delimited variable length formats.

The County may opt to receive remittance data in a number of ways:

- *Batch Remittance File* - the most common method for Pay Connexion to communicate payment activity back to our customer's systems. The remittance file can be generated daily (excluding weekends, excluding Saturdays, or seven days per week) excluding US Federal Reserve holidays.
- *Standard Daily Remittance File* - Standard formatted remittance files are available for download through the administrative site for two weeks (14 days) after the file is posted. The standard remittance file is also available via file transfer protocol (FTP) if defined during implementation. The remittance file has a standard file layout, which can include custom defined data parameters, and can be sent as a CSV or XML file.
- *Real Time Payment Confirmation (RTPC)* - Our fully hosted Pay Connexion application can process and send payments to the County in real time through Real-Time Payment Confirmation (RTPC) messages. The RTPC feature allows the County, to receive real-time payment information each time a payment is initiated, edited, canceled, or refunded. This allows the County to update its systems in real-time and better facilitates making time-sensitive decisions. These messages are sent over the Internet via either http or https, and are sent every day, including weekends and holidays, immediately upon completion of a payment action.
- *Manual Posting* - Authorized personnel can generate reports and/or download a remittance file (in a standard format) from the Pay Connexion administrative site.

#### Electronic Statements

The County can utilize Electronic Statement Presentment functionality to provide users with the ability to view their statements within the application. Pre-registered users can access, view, print, download, and save \*.PDF images of their bills. Additionally, they can choose for the County to "turn off" paper billing in the future, which presents the County with a cost reduction opportunity related to its printing, postage, and processing expense.

b) *Identify all costs associated with the available products.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

19. **INVESTMENT SERVICES**

a) *Do you offer same day sweep and end-of-day investment products for the available balance in the account?*

In combination with establishing USD demand deposit accounts (DDAs), clients may elect to add an automated end of day investment sweep. This structure will accommodate daily funding and disbursement through all channels including paper and electronic. A daily threshold, or target balance per account will be set at the level deemed necessary for balance compensation for maintenance and transaction fees. On a daily basis, available balances above the threshold will be swept to an investment vehicle to provide an interest yield on those balances. Cash is returned to the DDA the next day for payments. This structure accommodates late day debits and credits.

Same day sweep is also available to be utilized with Money Market Funds and Fidelity Money Market Mutual Funds. JPMorgan Chase Bank recommends the use of end of day investment, however, to provide the County with more investment fund options.

b) *Identify the supporting investment for these products for conformity with Arizona Revised Statutes regarding acceptable investments.*

Overnight investment options are included below (Moody's and S&P ratings).

- JPMorgan Chase & Co. Commercial Paper: Commercial paper consists of short-term, promissory notes issued primarily by corporations. This is an overnight debt instrument of JPMorgan Chase & Co. with a credit rating of A-1/P-1. No minimum investment is required.
- JPMorgan Chase Bank, N.A. Offshore Time Deposit: This is a deposit with the Nassau Branch of JPMorgan Chase Bank, N.A. which has a credit rating of A-1+/P-1. Minimum investment of \$100,000 is required.
- JPMorgan Chase Bank, N.A. Repurchase Agreement: A Repurchase Agreement (Repo) is an agreement to sell and subsequently buy back a security. Purchases under this Repo Sweep investment arrangement are an obligation of JPMorgan Chase Bank, N.A. On a daily basis, this investment is collateralized with US Government Agency securities. JPMorgan Chase Bank, N.A. has a credit rating of A-1+/P-1. Securities are segregated by customer, identified by CUSIP number and held in custody at the Federal Reserve.
- J.P. Morgan Asset Management Money Market Mutual Funds: The underlying investments in these funds are money market instruments. The maturities of these investments are short term, generally forty five to ninety days, and the yields are market driven. For end of day automated investing, several funds and share classes are available, and strict caps (limits) on daily investments apply. All of the following funds are AAA rated.
  - **Prime Fund:** Invests in high-quality, short-term obligations that present minimal credit risk including: securities that are issued by the U.S. Government and its agencies; floating rate and variable rate demand notes of U.S. and foreign companies; commercial paper – in the highest category by Moody's Investor Services (P-1) and Standard and Poor's (A-1); certificates of deposit and time deposits; asset-backed securities; and repurchase agreements

- **US Government Fund:** The fund invests exclusively in high-quality, short-term securities that are issued or guaranteed by the U.S. Government or by U.S. Government agencies and instrumentalities.
- **100% US Treasury Fund:** Invests solely in securities of the U.S. Treasury including treasury bills, bonds, and notes.
- **US Treasury Plus Fund:** The fund invests exclusively in U.S. Treasury bills, notes, and other obligations issued by or guaranteed by the U.S. Treasury, and repurchase agreements collateralized by such obligations.

All funds noted above are subject to change.

J.P. Morgan Asset Management offers the full spectrum of investment strategies -- from equity, cash management, fixed income, currency and asset allocation to alternative asset classes such as private equity, real estate and hedge funds.

#### Money Market Deposit Account (MMDA)

Oftentimes, the JPMorgan Chase Money Market Deposit Account (MMDA) is used for reserve cash because it provides key benefits and this is a bank money market deposit account held in the JPMorgan Chase Bank, N.A., credit rating A-1+/P-1. Clients use an MMDA to set aside reserve cash to fund periodic payments such as capital improvements, insurance premiums, lease payments, debt repayment, etc., or simply to provide a liquidity cushion to accommodate a sudden need for cash. The reserve cash account can also be utilized for cash accumulation for strategic transactions and to hold funds from a liquidity event such as the sale of assets.

Benefits of the JPMorgan Chase Money Market Deposit Account include:

- Interest income on cash balances without adherence to specific term or investment criteria
- Preservation of principal
- Daily liquidity along with the flexibility of up to six debit transactions in a statement cycle (one month period). The Federal Reserve Bank considers Money Market Deposit and Savings Accounts to be "limited transaction accounts" and therefore does not require overnight reserves on these balances.
- Linkage to operating cash management accounts and services
- Transactions can be made by electronic funds transfers such as wires and ACH, including up to three checks
- Balance and transaction information, as well as transaction initiation, is available conveniently online with J.P. Morgan ACCESS
- As with all of our cash management products, integrated reporting and transaction initiation are accessible on-line with details provided for each account

**c) *What yield do your products offer and how is the yield determined?***

The safekeeping arrangement does not offer a sweep to a money market instrument. Un-invested funds can be transferred to the Count's DDA account. In this way, Gila County will be able to realize any yield or earnings credit offered by Chase.

**d) *Specify how the following situations are handled:***

**i. *Settlement of Trades***

Chase utilizes all of the standard depositories for trade settlement.

After Gila County executes a trade, the County will notify Chase. The executing broker will deliver to Chase using the appropriate depository method (DTC / Fed Book entry, etc.). Chase will receive securities and make the applicable payment.

In the case of a sale, the County will execute the trade and notify Chase. Chase will then deliver the security to the executing broker and receive payment.

**ii. Failed Trades**

If a trade fails, Chase will notify Gila County and resolve the issue with both the County and the executing broker.

There is no fail float arrangement in place for basic safekeeping accounts.

**iii. Difference in monies or securities**

If there is a difference in the monies or securities being delivered, Chase will turn down the delivery and attempt to resolve the issue with the broker. If the issue cannot be resolved, Chase will involve the County in an effort to resolve. Chase will not adjust

County instructions on the brokers claim. Gila County will have to reauthorize.

**iv. Notification of calls, maturities and interest payments**

Gila County will have on-line access to their accounts and be able to monitor calls, maturities and interest payments on a daily basis.

**e) Do you provide market pricing of the County's investment portfolio?**

Basic safekeeping does not include full market value priced accounting.

**20. SAFEKEEPING SERVICES**

**a) Identify safekeeping services offered.**

J.P. Morgan Chase provides custody and securities servicing solutions to the world's leading institutional investors. Assets under custody are currently valued at US \$16.9 trillion.

J.P. Morgan supports the safekeeping of securities and cash. Specific services are as follows:

- Account establishment
- Custody for domestic US equity and fixed income securities – asset registration and safekeeping
- Transaction settlement information is available via Views Portfolio Reporting (VPR) realtime online reporting tools, as well as reporting for holdings, transaction, cash balances, and cash transactions
- Income Collection and Notification – dividends for equities, and the principal and interest payments for fixed income securities
- Corporate Actions Processing– including stock splits, in kind stock mergers, cash acquisition mergers, called bonds, etc.
- Proxy notification
- Custody accounts with an end of day Sweep to DDA
- Inquiry research and resolution
- Pledging, with approval by J.P. Morgan
- Tax services for reportable entities: manual NRA withholding, BUW/NRA tax deposits,

annual 1099/1042-S, B-Notice reporting

b) *Identify all costs associated with safekeeping services.*

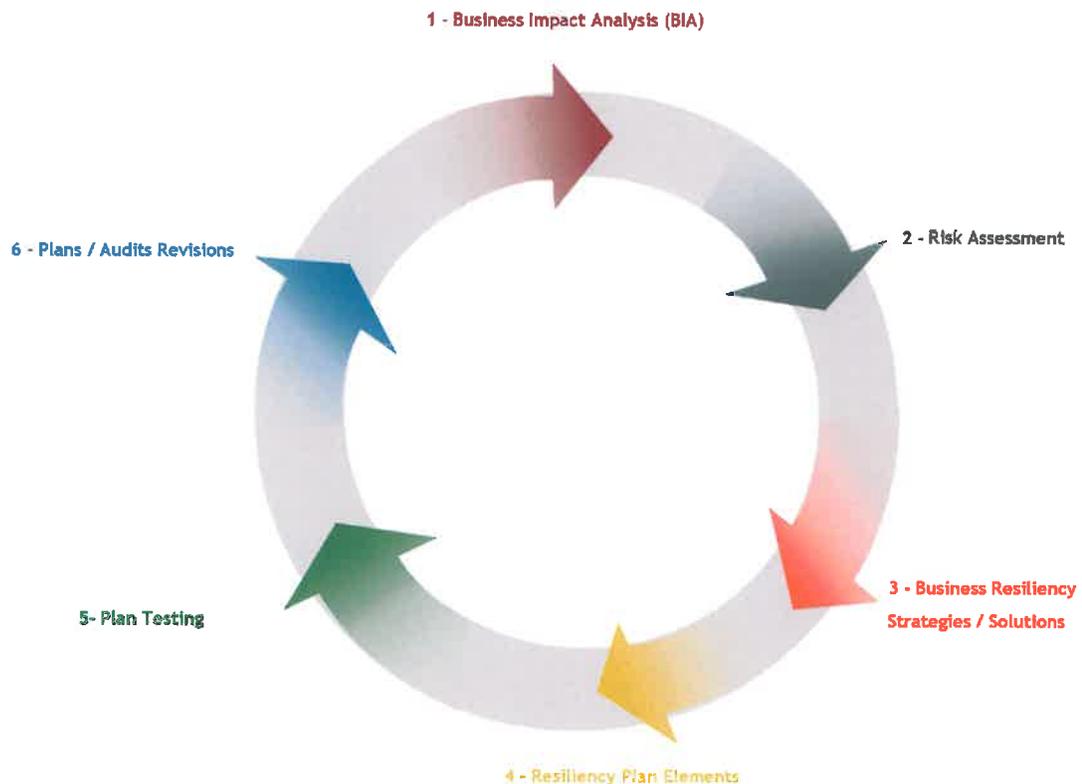
Please refer to our fee schedule in the pricing section.

21. **DISASTER RECOVERY**

a) *Identify your Disaster Recovery Process.*

As an integral part of normal business operations within JPMorgan Chase & Co., every manager in the Firm is responsible for developing and maintaining resiliency plans as part of the Firm-wide Resiliency Management Program, part of the Firm's Global Resiliency and Information Technology Risk Management department. Resiliency activities of JPMorgan Chase & Co. must comply with and are governed by several agencies that have laws, rules and regulations. Within the Firm's policy, requirements have been defined for each critical business process to provide essential business and technology service levels to comply with resiliency requirements of the Office of the Comptroller of the Currency, the Federal Financial Institutions Examination Council and regulatory agencies within the different geographic regions. Resiliency planning is also commonly referred to by terms within the industry as business continuity, disaster recovery and contingency planning; they all represent the process whereby financial institutions ensure the maintenance or recovery of operations and service to their clients.

**Chase's Resiliency Risk Program Implementation Model.**



**Figure 26**

Resiliency plans must explicitly address the business, operations and technology components of a business process, including those critical processes and functions provided by outside service providers and industry utilities. Contingency locations are an integral part of resiliency planning. In

combination with the Firm's testing program the locations ensure that the business resiliency plans remain accurate, relevant and operable to minimize disruption to our clients. Critical resiliency plans are tested annually, at a minimum, to verify the effectiveness of alternate locations and to demonstrate that the plans remain accurate and executable. JPMorgan Chase & Co. resiliency plans are subject to reviews by Chase's Internal Audit Department and the Resiliency Risk Management group, which acts as the Firm's governing body for Business Resiliency measures. The plans must address and comply with documented organizational requirements. All findings are escalated to the business units, Risk Management and division executive for review. The Firm's Board of Directors reviews the status of the overall resiliency program on an annual basis.

JPMorgan Chase & Co. exercises commercially reasonable efforts to ensure that the Firm meets our obligations to you and to all of our clients. The Firm's resiliency program provides comprehensive business impact analysis, risk assessment, resiliency planning and testing to ensure we can manage our risk and our clients risk within a reasonable time period.

A summary overview of our TSS business resiliency planning is provided for your review in Appendix 6 – Business Resiliency Information. If Gila County requires more detail regarding our business resiliency planning methodology, we will be pleased to arrange a meeting for you with members of our business resiliency staff.

**b) *What arrangements are made regarding service level agreements in the event of a disaster?***

In the event of a disaster, Chase will strive to maintain service at the levels established during normal operations. We will work to keep the County informed throughout the entire event.

**c) *Have disaster recovery procedures ever been employed for a real disaster? If so, explain.***

In recent years, Chase experienced several major events that required activation of our business resiliency plans:

- Terrorist attacks on New York City (September, 2001)
- Power failure affecting the Eastern United States (August, 2003)
- Flooding in Mumbai, India (August, 2005)
- Hurricanes affecting the southern United States (September, 2005 and 2008)
- Mumbai terror attacks (November, 2008)
- Snowstorms impacting Northeastern United States (2010)
- Thailand civil unrest (May, 2010)
- Japan Earthquake/Tsunami (March, 2011)
- Hurricane Irene (August, 2011).

During or following these events, Chase activated portions of our disaster recovery and business continuity plans. With established and documented plans in place, Chase — and, more importantly, our clients experienced little or no disruption in service as a result of these events.

**d) *Identify Disaster Recovery Services available and associated fees.***

A summary overview of our TSS business resiliency planning is provided for your review in Appendix 6 – Business Resiliency Information.

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

22. **COLLATERAL REQUIREMENTS AND SERVICES**

a) **Requirements:**

- i. *Collateral must be maintained in accordance with Arizona Revised States § 35-323 regarding deposit and investment of public monies.*

Chase acknowledges and complies with this requirement.

- ii. *Collateral must be held by a trustee approved by the Gila County Treasurer's Office.*

The National Collateral Management Group ("NCMG") of Chase monitors the account balances of our public fund customers on a daily basis. The NCMG will also monitor the market value of the securities that are provided as collateral on a daily basis. If the balances exceed the collateral that is in place and/or if there is a change in the market value of the securities used as collateral, NCMG will provide additional collateral to protect Gila County's deposits.

NCMG performs the following functions:

- Daily monitoring of client deposit account balances
- Answering client questions concerning collateral assigned to their accounts
- Contacting clients regarding collateral release and pledge requests
- Providing periodic reporting of collateral pledged to clients
- Reviewing and approving Collateral Security Agreements
- Establishing collateral safekeeping accounts for new clients
- Responding to collateral audit requests

**Primary Custodian**

JPMorgan Chase Bank, N.A. ("Bank") currently employs the Federal Reserve Bank ("FRB") as the primary custodian for joint-custody security accounts ("collateral account"). The Administrative Reserve Bank ("ARB") that holds the securities for the Bank is the FRB of New York. (The FRB district where a bank is chartered determines the ARB.) The FRB of Boston is the Federal Reserve System's national collateral account administrator. The Bank pays all cost associated with the collateral accounts held at the FRB.

In order for the Public Entity to establish a collateral account at the FRB, the Public Entity must complete a FRB "Pledgee Agreement (PA) Form" and "Fed-mail Form", samples of which are included in Appendix 7. The Public Entity must agree to the custodial agreement terms set forth in the Federal Reserve Bank's Operating Circular 7, Appendix C, as amended from time to time, included in Appendix 7.

The FRB will not review or complete any tri-party custodial agreements that Public Entities or banks present for collateral accounts.

Pledged securities will be held in a collateral account in the name of the Public Entity. The Public Entity will be assigned a unique, alphanumeric account number by the FRB for the collateral account upon the receipt and review of the completed PA and Fed-mail forms.

The FRB provides two types of reporting; Account Activity Report (AAR) and Monthly Holdings Report (MHR). The AAR reports account activity that is conducted within the

collateral account. The MHR reports all securities held in the Public Entity's collateral account at month end. Both reports are sent within 24 hours either by email or facsimile. The FRB reports list the original par value of the securities pledged and does not report market value of securities pledged. The FRB does not provide on-line access to collateral account.

NCMG requires a copy of the completed "Pledgee Agreement Form" and "Fed Mail Form" from the Public Entity such that the NCMG can establish the collateral account. If a Public Entity has (or had) a collateral account at the FRB, the Public Entity can provide the Bank the FRB 4-digit alpha-numeric account number such that the Bank can "link" to the Public Entity's collateral account. In addition, the Public Entity will need to provide a list of authorized signer(s) and verification requirements listed on the PA. Last, if the Public Entity has a PA greater than two (2) years old, it is recommended that the Public Entity submit a new PA.

Please refer to Appendix 7 for the agreement and other information related to collateral.

*iii. The County reserves the right to review all pledged collateral and approve the substitution of any item.*

Chase will have the right from time to time, with the consent of Gila County, to substitute or replace any of the Collateral with other Collateral, or to withdraw any Securities Collateral or reduce the amount of collateral, if the total Collateral continues to be at least the amount required.

If Gila County fails to provide Chase written consent to any requested release of Collateral within five (5) business days after Chase's request, Chase will have the right to charge the County an excess collateral fee of 0.25% per annum, calculated daily, on all Collateral in excess of the greater of (1) the collateral value to which Chase requested a reduction; or (2) the balance of funds in all of the County's accounts on each day, less the amount of FDIC insurance on those accounts. The excess collateral fee will continue to accrue until the County provides the Custodian the required consent, and will be due and payable with other account fees on a monthly basis.

*iv. Statements must be provided to the county at least monthly*

NCMG will send out a monthly statement showing the amount of collateral held in Gila County's name at the Federal Reserve Bank of New York. This statement will be e-mailed by the third business day of the month. The statement will detail the security description, coupon rate, maturity date, original par, current par, and market value of the security that is being utilized as collateral on the last business day of the month.

*v. Additional collateral may be required daily to cover deposits with same day notification.*

NCMG recommends that customers contact NCMG directly in the event that additional deposits exceed current collateral levels such that additional collateral can be pledged. Customers can contact NCMG before 1:00 p.m. ET to guarantee a collateral increase the same day. Otherwise, a collateral increase will be made according to normal processes the following business day when the end-of-day balances from the day prior are received. The Bank requires a 1 business day notification of a collateral increase request greater than \$50 million.

*b) Describe your processes and procedures to ensure that a accounts are properly collateralized.*

NCMG employs a Bank-developed Collateral Management System (Coast), which provides daily monitoring of deposit balances and security value. Coast is reviewed daily (business day) by dedicated Collateral Managers for customer's collateral requirements. Collateral requirements are based upon the end-of-day ledger deposit account (checking, savings, depository CD's) information (plus accrued interest if any), less applicable FDIC coverage, the following business morning from the Bank's deposit system. For example, 2/14/12 end of day deposit information will be received the morning of 2/15/12. Also on a daily basis, NCMG monitors the market value securities pledged to our customers and compare to total deposits. In the event a market value reduction creates an under-collateralized position, additional securities will be pledged promptly.

*c) Provide any separate required agreements for collateral.*

Please refer to Appendix 7 – Collateral Documents

**23. AVAILABILITY SCHEDULES**

*a) Provide availability schedule for check deposit.*

Please refer to Appendix 8 – Availability

*b) Provide maximum time of day deposits must be received to be considered a same day deposit by type of deposit, e.g., regular branch deposit, armored car deposit, or lockbox deposit.*

The following are the cutoff times for same-day ledger credit for deposits:

**Branch and ATM Deposits**

- ATM deposits - Cutoff times for deposits received at ATMs differ by location. Deposit cutoff times are posted on each ATM.
  - We have branches and ATM machines in the following 23 states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Louisiana, Michigan, Nevada, New Jersey, New York, Ohio, Oklahoma, Oregon, Texas, Utah, Washington, West Virginia and Wisconsin.
  - Approximately 10,000 ATMs are available for commercial deposits across our 23-state footprint.
- Branch deposits - Cutoff times for deposits received at branches differ by location. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.
- Branch night drop deposits - 7:30 a.m. local time (select branches offer a second opening in the early afternoon. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.)

**Check Only Deposits**

- Paper check-only deposits must be received at the check processing facilities by 4:00 p.m. local time to receive same-day ledger credit with availability based on endpoint.

**Electronic Deposits**

- Image Deposit Direct (IDD)
  - Standard - 8:00 p.m. AZ time with availability based on endpoint
  - With ACH - 5:00 p.m. AZ time for next business day credit. All transactions cleared as ACH debits are fully available the next business day, and nonconvertible items are available based on endpoint.

**Vault Deposits**

Below are the standard local cutoff times for each of the vaults:

			Deposit Cutoff Time			
City	State	Outsourced	Cash-Only Deposit Deadline for Same Day Credit	Mixed (Cash and Check) Deposit Deadline for Same Day Credit	Check-Only Deposit Deadline	Same Day (SD) or Next Day (ND) Credit for Check-Only Deposits
Phoenix	AZ	N	6:00 PM	6:00 PM	6:00 PM	SD
Tucson	AZ	N	4:00 PM	4:00 PM	4:00 PM	SD

**Lockbox Deposits**

- Ledger Cutoff Time

The end-of-day general ledger cutoff time for lockbox deposits processed at any of our network sites is 4:00 p.m. local time. Remittances processed and deposited on the weekend are posted for ledger credit the next business day. Chase does not provide holiday processing.

- Latest Post Office Mail Pickup

The last mail pickup to be eligible for the same day's deposit is approximately 6:00 a.m. local time at each site. Mail picked up after that time will not be deposited until the next business day.

- Courier/Messenger Packages

Any courier or messenger package delivered to domestic lockbox sites by 12:00 p.m. local time will be deposited for same-day ledger credit, assuming you have no conflicting deposit or information reporting deadlines.

- A minimum of four hours between courier/messenger package receipt and your deposit-reporting deadline is required.
- A minimum of four hours is required when manually data keyed information (e.g., invoice number, remitter name) is to be included in the scheduled report.
- Chase may not be able to process all items for same-day ledger if the data capture volume received by courier package exceeds 10,000 keystrokes.
- Chase may not be able to process all items for same-day ledger if there are more than 75 payments in a single courier/messenger package.

- c) *If this schedule does not pertain to checks of all dollar sizes, explain.*

Please refer to Appendix 8 – Availability Schedule.

**24. FEE SCHEDULES**

- a) *Responder shall provide a list of all fees associated with each offered service. List any fees not specifically requested in the solicitation. For example, identify all fees associated with a check deposit: a deposit slip fee, a per deposit item fee, a posted credit fee.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

- b) *Responder shall identify any increases if the bank servicing agreement is extended by the Gila County Board of Deposit for up to two additional years.*

JPMorgan Chase Bank agrees to negotiate any increases if the bank servicing agreement is extended for an additional two years.

- c) *Identify the rate charged for overdrafts, should they occur.*

Chase does not charge for either intra-day credit (IDL) or intra-day liquidity (Fed daylight overdraft) usage at this time, which is current market practice. Chase routinely discusses significant use of intra-day liquidity with clients with a view to better managing this usage, and we reserve the right to potentially charge.

Daylight overdrafts are referenced in the context of both intra-day credit line (IDL) and intra-day liquidity (Fed daylight overdraft) usage. Both daylight overdraft-types are calculated on a minute by minute basis.

Accounts linked to a specific IDL are monitored together. All of your accounts are netted together for tracking intra-day liquidity usage. Real-time balance and transaction information is available via J.P. Morgan ACCESS.

**25. SUPPLEMENTAL AGREEMENTS AND OTHER REQUIRED INFORMATION**

- a) *Please provide a copy of any supplemental agreements that you anticipate will be required for the services to be provided. For example, revolving line of credit agreement or repurchase agreement.*

Please refer to Appendix 9 – Sample Agreements for Services

- b) *Location where primary services will be provided.*

The County will be supported by the JPMorgan Chase Bank Relationship team located at the following address:

JPMorgan Chase Bank  
201 N. Central Ave, floor 21  
Phoenix, AZ 85004

- c) *Location of additional branches where services may be provided, such as remote deposits.*

Chase Bank has an established branch located at 201 S Beeline Hwy, Payson, AZ 85541

- d) *Provide any details any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this solicitation.*

As a matter of policy, Chase does not comment on pending merger and acquisition activity. However, Chase will honor any and all agreements under contract.

- e) *Does the bank outsource any of the services requested in this solicitation? If so, describe.*

Chase will not be outsourcing any of the services offered in this response.

- f) *Provide any additional information that you believe to be relevant to this solicitation and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals).*

Chase is pleased to present additional services for review and consideration by the County. These services are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response.

The following value added services and products are

1. **Image Cash Letter (ICL)** - The electronic equivalent of a paper cash letter deposit, ICL uses an ANSI X9.100-187 formatted file, containing images of original paper items and data corresponding to the item MICR line, to facilitate electronic check deposit processing.
2. **Image Deposit Direct (IDD)** - A remote deposit and capture solution, IDD will allow Gila County to make deposits to any Chase account from any location and also import detailed deposit activity reports into internal accounts receivable systems.

- g) *Identify procedure used to resolve disputed amounts, for example, deposit corrections for cash and check deposits.*

Gila County's CSP, Gail Haymaker, will be the primary point of contact for all research and adjustment requests. Gail will work with the appropriate operational partners to help ensure the County's request and/or adjustment is handled in a timely and accurate manner.

- h) *Supplies to conduct general banking business must be provided by the servicing bank. These include check and warrant stock, deposit slips, bank bags, currency straps, coin wraps, etc. Provide price list for these supplies.*

Deposit tickets and other supplies can be ordered directly from Chase. Deposit tickets, endorsement stamps and depository bag fees will be handled as a direct debit to the County's account, while other depository supplies may be charged through account analysis.

For Multicurrency deposit and collections, a transmittal form with instructions will be provided for multicurrency deposit and collections at the time the County's account is set-up for this service.

**26. CONVERSION AND IMPLEMENTATION**

- a) *Provide conversion plan for implementation by July 1, 2012. The plan must include the bank's conversion approach, the relevant time lines and the key personnel responsible for the conversion. Including:*

*i. What is the average lead-time for implementation? What are the critical factors that may impact that lead time?*

Chase understands that one of the most important aspects of establishing a banking services relationship is a smooth implementation. To assist this effort, Gila County will be assigned a dedicated Implementation Manager to lead the County’s strategic advisory team of client service, systems and production personnel.

Gila County’s implementation project manager will follow a structured project framework to execute the setup of the County’s products and services.

An established project flow and framework is followed when executing the setup of products and services.



Figure 27

**Lead Times and Critical Factors**

Critical factors that may impact the lead time are client responsiveness, connectivity testing and transmission customization requirements.

**ACH**

The average lead time for an ACH implementation is four to six weeks. The critical factors include successful connectivity and file testing with the client.

**Depository Services**

- Account Opening

Opening an account can take up to three days upon the receipt of completed core documentation. Due to the U.S. Patriot Act and “Know Your Customer” regulations, we must receive all required original documentation properly and fully completed before we can open an account.

- Branch, Vault and Paper Check Depository

The typical implementation process for new branch, vault and paper check depository business takes approximately two to four weeks. Critical factors impacting lead time include the level of resources the client commits to the project and whether an outside vendor is used for deposit tickets.

- Check Returns (Standard)

The typical implementation process for new standard check returns business takes approximately two to three weeks.

Complex and/or large implementations may take longer.

- Deposit Supplies

The following can be delivered within five to 10 business days by our vendors. Standard orders are typically processed within three business days and shipped via U.S. Mail. Expedited order processing and mailing options are available.

- Deposit tickets

- Endorsement stamps
- Tamper-resistant plastic depository bags

Deposit ticket MICR specification sheets are available electronically. Your implementation project manager will provide these upon request.

Chase allows for third-party deposit tickets as long as they meet our deposit ticket specifications. In addition, Chase will need to test the deposit tickets to determine if our operations and technologies can easily read the data on these items. This testing can be performed within 48 hours of the time we receive your tickets.

- Image Cash Letter (ICL)

The typical implementation process for a new Image Cash Letter (ICL) setup takes approximately two to four weeks.

Critical factors impacting lead time include the client's ability to successfully send/receive any required file(s), whether the client uses ACH to clear items and the connectivity solution.

- Image Deposit Direct (IDD) for Remote Deposit

The typical implementation process for Image Deposit Direct (IDD) is two to three weeks.

Critical factors impacting lead time include the client's completion of the IDD questionnaire, submission of the setup request and the ordering and shipping of the scanner equipment.

#### Disbursement Services

- Account Reconciliation (ARP)

The lead time for ARP without transmission is 10 business days. The lead time for ARP with full reconciliation is typically 21 business days.

The critical factors that impact the full reconciliation timeframe are statement cycle (ARP service must start at the beginning of the account's statement cycle), client providing a list of outstanding checks, completion of successful file format testing and successful receipt of two live issue files.

- Controlled Disbursement Account (CDA)

The average lead time to open a CDA is 13 business days.

The critical factors that impact this timeframe are the client providing test checks for MICR testing and implementation of CDA reporting if the client is not already utilizing J. P. Morgan ACCESS.

- Positive Pay

The lead time for Positive Pay without reconciliation services is typically 26 business days. A direct transmission takes longer to implement. The critical factors that impact this timeframe are the client's ability to upload issue files, successful completion of file testing and reconciliation of the account prior to beginning the service, which minimizes the exceptions presented.

- Reverse Positive Pay

The lead time for Reverse Positive Pay is typically 21 business days. Critical factors that impact this timeframe are the client's ability to receive checks paid file and successful completion of file testing.

### Electronic Banking and Information Reporting

The time required for a J.P. Morgan ACCESS implementation depends on the client's environment and staff availability, and it can range from 6 to 15 days.

Detailed file transmissions (e.g., BAI2, SWIFT) can take up to 25 business days to implement and is dependent on the connectivity solution selected.

### Lockbox

- Basic Wholesale Lockbox with Receivables Edge

A basic wholesale lockbox with Receivables Edge image services, without a data transmission, generally requires 10 business days (two weeks) after all processing requirements are finalized. If data capture is provided for inclusion of remitter name or invoice fields as searchable index fields on Receivables Edge, the timeline may extend by one to two weeks.

- Wholesale Lockboxes with Data Transmission

Wholesale lockboxes with data transmissions in a standard file format require approximately 30 business days (six weeks) after all processing and data format requirements are finalized. Provision of customized formats or data edits will extend the timeline by two to three weeks.

- Scannable Wholesale Lockbox

Scannable wholesale lockboxes require approximately 60 business days (12 weeks) once the data file transmission requirements are confirmed and sample coupons are received.

- Image Transmission

Image transmission services require approximately 20 business days (four weeks).

### Merchant Services

We would welcome the opportunity to discuss the County's payment processing needs in order to create a customized technology and pricing solution. After determining the needs and solution best suited for the County, a conversion and implementation plan can be presented.

### Procurement Card

The implementation timeline for our Purchasing Card program can last between 30 to 45 days depending on the features selected as well as client availability. Gila County can continue to utilize their existing program with Chase in which there would be no implementation requirements.

### E-Commerce via Pay Connexion

The Pay Connexion implementation timeline is based on a 90 – 120 day implementation. The timeline varies based upon feature set and client availability, decision making during requirements definition, and resources and time dedicated to Biller testing. Pay Connexion has dedicated Implementation Managers who run weekly planning, status, and issue tracking meetings, in addition to day-to-day support.

### Sample Implementation Plan

Please refer to Appendix 10 – Sample Implementation Plan.

*ii. Describe support provided during conversion and implementation, including training, technical assistance, user manuals and on-site visits.*

The County's dedicated implementation manager will act as a primary point of contact between all levels of your company (i.e., management, users, technical staff and external partners) and Chase staff.

Chase will assign an implementation team that may include all of the following:

- An implementation project manager, who will serve as your primary point of contact throughout the implementation, is responsible for coordinating the implementation of your services.
- A systems implementation resource will work with the implementation project manager to help ensure that all setup activities for your data file transmission are properly coordinated. The systems implementation resource assembles a team of production and systems experts to help implement and works closely with you throughout the process.
- In addition, a connectivity resource may be secured to discuss connectivity options, to set up and test the connectivity link and send test files.

A kickoff meeting will be scheduled for large or complex implementations. Key tasks, personal responsibilities and time frames will be documented and shared with all project team members. Subsequent meetings will be held to track and support the progress of the implementation. You decide how often these meetings will be held.

Your implementation project manager is responsible for securing the appropriate technical resources to assist you with any required file testing and the setup and testing of any transmissions.

Support during implementation includes training, technical assistance, user manuals and on-site visits. For example, the following J.P. Morgan ACCESS training and support tools are available to clients:

- **Quick Start Reference Guides** - Available on the J.P. Morgan ACCESS dashboard and provide step-by-step instruction on how to use the J.P. Morgan ACCESS products and modules.
- **Webinar Training** - Weekly instructor-led sessions are available on the various J.P. Morgan ACCESS products and modules.
- **Self-Paced Training** - Online training available via the Customer Support tab from the J.P. Morgan ACCESS Home Page or via a Training CD, which is included in the Welcome Kit sent when security administrators and users are set up on J.P. Morgan ACCESS.
- **Phone Training** - Customized one-on-one training conducted over the phone to meet your unique needs for all J.P. Morgan ACCESS products and modules.

In addition, ongoing support is provided by the Client Service and Technical Support Team. Training, usage and technical assistance are available from the Client Service and Technical Support Team via telephone.

The support provided by the bank does not end once we have implemented your account process. We believe continued support is critical to our overall account relationship. For

example, after account implementation, Gail Haymaker, the County's Client Service Professional (CSP), will become the ongoing contact to help ensure that your expectations are consistently met.

*iii. What additional resources does the bank require for successful conversion and successful implementation?*

Please refer to item 26 a.i., above.

*b) Identify any costs of conversion that will be charged by the bank.*

Please refer to the pricing portion of this response for any information pertaining to cost or fees.

**END OF QUESTIONNAIRE**

*Note: All costs described in the Questionnaire must also be included on the Pricing Sheet. Any costs not included on the Pricing Sheet will not be considered for award.*



*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-3249**

**Regular Agenda Item 4. G.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates 150 Calendar      Grant?: No

Begin & End: Days from  
Notice to Proceed

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Award Contract No. 032315-1 for the Copper Administration Building Interior Renovation Project.

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.

In order for the structure to function as an administration building, an interior renovation is required. Invitation for Bid (IFB) No. 032315-1-Copper Admin Building-Interior Renovation was issued on July 1, 2015, to hire a General Contractor to perform the scope of work necessary in order to make the structure a workable environment for County staff. IFB No. 032315-1 was advertised in the July 1, 2015 and July 8, 2015 editions of the Arizona Silver Belt, as well as two construction publications, and posted on the Gila County website. The bids were opened in a public setting on August 13, 2015.

Evaluation

The IFB was emailed out to twenty-nine contractors (see attached Plan Holder List). In our continuing efforts to involve as many local contractors as possible, 16 of the 29 contractors were local contracting companies. Several other contractors loaded the IFB off of the County website.

A mandatory site pre-bid conference was held on July 17, 2015. A total of 23 contractors attended the pre-bid conference (see attached Pre-Bid Sign In Sheet). A total of four addenda were issued for this project (see attached). Bids were received from seven contractors, all of which attended the bid opening (see attached Bid Opening Sign-in Sheet).

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

### Conclusion

After extensive review, based on the bid responses received, it is the goal of the Finance Division Director and the Public Works Division Director to award a contract to the lowest, most responsible and responsive qualified bidder.

### Recommendation

The Finance Division Director and the Public Works Division Director recommend that the Board of Supervisors approve the award of IFB No. 032315-1 for the Copper Administration Building Interior Renovation Project, to the lowest, most responsible and responsive qualified bidder, which is SD Crane Builders.

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 032315-1 - Copper Administration Building-Interior Renovation; award to the lowest, most responsible and responsive qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder for an amount of \$1,038,000, with the project to be substantially complete within 150 calendar days from the Notice to Proceed date, with final completion no later than 30 days from date of substantial completion. **(Jeff Hassenius and Steve Sanders)**

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### Attachments

Approval as to Form

Contract No. 032315-1-SD Crane Builders

Request to Advertise

GENERAL PROVISIONS GLOBE COPPER ADMIN BLDG RENOVATION

Technical Specifications-IFB No. 032315-1

Drawings-IFB No. 032315-1

Addenda

As Read Bid Results

Plan Holder List

Pre-Bid Sign In Sheet

Bid Opening Sign in Sheet

SD Crane Builders

Valwest Construction

JMW Construction

FCI Constructors, Inc.

Oddonetto Construction

Sellers & Sons





*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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**GILA COUNTY**  
**GENERAL PROVISIONS**

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  - 12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY
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**TECHNICAL SPECIFICATIONS: SEE TECHNICAL SPECIFICATIONS W/ DRAWINGS**

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- CONTRACTOR REFERENCE LIST (RL-1)
- AFFIDAVIT OF NON-COLLUSION (ANC-1)
- SUBCONTRACTOR CERTIFICATION (SC-1)
- CONSTRUCTION CONTRACT (C1-5)

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

STATUTORY PERFORMANCE BOND (CPB-1)  
STATUTORY LABOR & MATERIAL BOND (LMB-1)  
CONTRACT PERFORMANCE WARRANTY (CPW-1)  
PAY APPLICATION (AIA DOC G702)



## SECTION 01 NOTIFICATION TO BIDDERS

### BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms **MUST** accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form(QC1-2)
- Contractor Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor List (SL1-2)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.  
Prices shall include all applicable taxes.

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"**Bid No. 032315-1 COPPER ADMIN BUILDING, INTERIOR RENOVATION**", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 4:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 4:00 P.M. M.S.T., Thursday, August 13, 2015. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 4:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

A deposit of \$20 per set, and \$10 for mailing, \$20 of which will be refunded upon return of the documents in good, usable order. Payment shall be by check or money order only. No cash will be accepted.

Gila County  
Purchasing Department  
Guerrero Building  
1400 East Ash  
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - General Contractors and major subcontractors are required to attend the Pre-bid Conference scheduled for: Friday, July 17, 2015 at 8:00 A.M. Bidders are to meet at the modular structure behind the Globe Courthouse, 1350 E. Monroe Street, and must sign-in as in attendance.

Any questions related to this IFB should be directed in writing to: the Contracts Administrator, Jeannie Sgroi, (928-402-8612) at [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). Any correspondence related to any Invitation for Bid should refer to the appropriate Invitation for Bid number, page and paragraph number. Questions may be submitted up to 3:00 P.M. MST, Tuesday, July 28, 2015. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.



## SECTION 10 DEFINITION OF TERMS

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

**ADDENDA.** Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

**ARCHITECT.** Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

**APPROVED.** Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

**ASTM.** The American Society for Testing and Materials.

**AWARD.** The acceptance, by the Owner, of the successful bidder's proposal.

**BASE BID.** The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

**BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

**BIDDING DOCUMENTS / CONTRACT DOCUMENTS.** Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

**BUILDING INSPECTOR.** Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

**CALENDAR DAY.** Every day shown on the calendar.

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

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

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

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

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

**CONTRACTOR'S ENGINEER.** The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to "Contractor's Engineer" shall mean the "Contractor".

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

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

**FACILITY SERVICES PROJECT MANAGER.** An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

**FINAL COMPLETION.** Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

**FURNISH.** Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

**INSTALL.** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

**INSTALLER.** The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

**INTERNATIONAL CODE.** Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

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

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

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

**MATERIALS.** Any product or substance specified for use in the construction of the contract work.

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

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

**OVERTIME PAY.** Any and all pay resulting from overtime hours worked.

**OWNER (SPONSOR).** The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

**OWNER'S ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner's Engineer where ever referenced in the documents.

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

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

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

**PROJECT.** The agreed scope of work as identified in the Contract Documents.

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

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

**PROVIDE.** Except, as otherwise defined in greater detail, the term “provide” means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

**SUBSTANTIAL COMPLETION.** The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

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

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



## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

**20-03 CONTENTS OF PROPOSAL FORMS.** The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet.**

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

**20-05 ALLOWANCES.** The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

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

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

**20-07 PREPARATION OF PROPOSAL** The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 30 AWARD & EXECUTION OF CONTRACT

### **30-01 CONSIDERATION OF PROPOSALS.**

After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

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

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

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

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

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

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

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

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



## SECTION 40 SCOPE OF WORK

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

**40-02 CHANGES TO THE WORK.** The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

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

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

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

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

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

**40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.**

Not applicable to this project.

**40-07 FINAL CLEANING UP.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.



## SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-06 CONSTRUCTION LAYOUT AND STAKES.** The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

**50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.** Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

**50-11 LOAD RESTRICTIONS.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

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

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

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

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

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

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

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

**50-17 GUARANTEE OF WORK (ADDITIONAL).** The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

**50-18 CONSTRUCTION SCHEDULE.** The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

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

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

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

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

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

**Negotiations with Individual Contractors:** Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of a Contractor's Price or any information derived from competing Bids is prohibited.

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

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

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

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

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



## SECTION 60 CONTROL OF MATERIALS

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

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

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

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

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

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

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

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

**60-04 PLANT INSPECTION.** Not applicable to this project.

**60-05 OWNER'S FIELD OFFICE AND LABORATORY.** Not applicable to this project.

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

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

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

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

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

After any owner-furnished material has been delivered to the location specified, the Contractor shall be

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



## SECTION 70 LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

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

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

**70-02 PERMITS, LICENSES, AND TAXES.** The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

**70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS.** Not applicable to this project.

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

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

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

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

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

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

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

**70-08 PROTECTION AND RESTORATION OF PROPERTY .** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

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

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

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

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

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

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

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

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

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

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

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

**70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

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

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

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

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

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

**70-15 FURNISHING RIGHTS-OF-WAY.** Not applicable to this project.

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

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

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

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



## SECTION 80 PROSECUTION & PROGRESS

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

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

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

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

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

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

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

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

**80-03 PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

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

**80-04 CONSTRUCTION LIMITS.** Construction limits shall be defined in the construction documents.

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

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

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

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

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

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

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

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

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

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

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

- (a) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.
- (b) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

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

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

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

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

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

- (g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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



## SECTION 90 MEASUREMENT & PAYMENT

### **90-01 MEASUREMENT AND PAYMENT.**

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance

of the Contract Price or within the Contract Time.

- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

**90-02 RETAINAGE.** The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

**90-03 CHANGE ORDERS.** No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

- A. By unit prices stated in the Contract Documents.
- B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
  - 1) Cost of materials, including cost of delivery.
  - 2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
  - 3) Contractor Supervision/Overhead allowance shall not exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
  - 4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
  - 5) Cost of Subcontracted work calculated as above.
  - 6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties hereby agree that this fee includes all Contractor overhead

and profit on subcontractor work.

- 7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
- 8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

- C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

**90-04 ALLOWANCES.** The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

**Fire Sprinkler System Modification: Not to exceed: \$25,000.00, labor and materials**

Provide design and modifications (labor and material costs) of the existing fire sprinkler system for a complete system compliant with NFPA 13. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

**Fire Alarm System: Not to exceed: \$20,000.00 labor and materials**

Provide design and installation of (labor and material costs) fire alarm system in accordance with NFPA 72. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing work.

**Millwork: Not to exceed \$125,000, material cost only.**

Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

**Unforeseen Conditions: Not to exceed \$50,000**

Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified under Change Orders (90-03).

**90-05 SCHEDULE OF VALUES.** Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

**90-06 CONSTRUCTION AND PROGRESS SCHEDULES.** The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contractor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contractor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

**90-07 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.
- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.



## **SPECIAL PROVISIONS**

### **PROPOSED WORK**

The work consists of interior renovation of a portion of an existing vacant building located by the Globe Courts Complex, for offices and public restrooms. Work includes non-structural renovation, demolition of existing offices, relocation of existing restrooms and construction of new interior walls and finishes, ceilings, flooring, mechanical, electrical, plumbing and fire sprinkler system modifications. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

### **GENERAL REQUIREMENTS**

The project has been designed utilizing the 2012 International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

### **AS-BUILTS**

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi- permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

### **CONSTRUCTION LIMITS**

The Contractor shall be limited to the areas, as identified in the Construction Documents, as the site. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

### **MEETINGS**

#### **Preconstruction Conference:**

A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

#### **Progress Meetings:**

Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

#### **Safety Meetings:**

The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

**CONFLICTING UTILITY SYSTEMS**

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

**UTILITY SHUTDOWNS**

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.



**TECHNICAL SPECIFICATIONS**

**SEE TECHNICAL SPECIFICATIONS AND  
CONSTRUCTION DRAWINGS**



## CONTRACT FORMS

- Bid Submittal Checklist (CK1)**
- Bid Proposal (BP1-3)**
- Surety Bid Bond (BB1)**
- Qualification & Certification Form (QC1-2)**
- Subcontractors List (SL1-2)**
- Contractor Reference List (RL-1)**
- Affidavit of Non-Collusion (ANC1)**
- Subcontractor Certification (SC1)**
- Construction Contract (C1-5)**
- Contract Performance Bond (CPB-1)**
- Labor & Material Bond (LMB-1)**
- Contract Performance Warranty (CPW-1)**
- Pay Application (Sample AIA Doc G702)**



## **BID SUBMITTAL CHECKLIST (CK1)**

### **BIDDERS ARE HEREBY NOTIFIED:**

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.**

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

**Failure to include all required documents may invalidate the bid.**



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/2015 Addendum No. 3 Dated 8/5/2015

Addendum No. 2 Dated 7/29/2015 Addendum No. 4 Dated 8/7/2015

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One Million thirty-eight thousand Dollars (\$ 1,038,000\* & 20/100).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of  
SD Crane Builders, Inc.

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

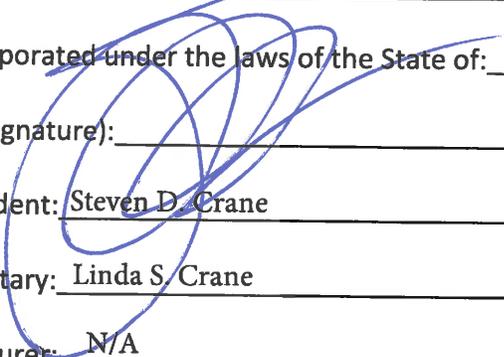
**If by a Corporation:**

(SEAL)

Corporate Name: SD Crane Builders, Inc.

Corporate Address: 1901 E. University Dr. Suite 330 Mesa, AZ 85203

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: August 13th 2015

President: Steven D. Crane

Secretary: Linda S. Crane

Treasurer: N/A

**If by a Firm or Partnership:**

Firm or Partnership Name: N/A

Firm or Partnership Address: N/A

By (Signature): N/A Date: N/A

Name and Address of Each Member: N/A

N/A

N/A

**If by an Individual:**

Signature: N/A Date: N/A

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned S D Crane Builders, Inc., as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Company a corporation duly organized under the laws of the State of Indiana, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

August 13, 2015

S D Crane Builders, Inc.  
Principal

Hartford Casualty Insurance Company  
Surety

By Steven D. Crane  
Title President

[Signature]  
By Attorney-in-Fact  
Jennifer Castillo, Attorney-in-fact

Address, Attorney-in-Fact  
1819 E Morten Suite 220, Phoenix, AZ 85020

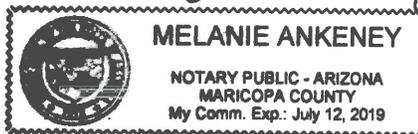
Subscribed and sworn to before me

This 13th day of August, 2015

My commission expires: July 12, 2019

Notary Public

Melanie Ankenev



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59-303041

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Ronald G. Hecksel, Melanie Ankeney, Jennifer Castillo, Joseph Clarcken, III, Andrew J. Paffenbarger, Scott Wareing of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 13, 2015

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



## QUALIFICATION AND CERTIFICATION FORM (QC1-2)

### Purpose

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

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

### **BID NO. 032315-1 COPPER ADMIN BUILDING INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

SD Crane Builders, Inc. - 1901 E. University Dr. Suite 330 Mesa, AZ 85203

Phone: 480-832-1777

Steven D. Crane - [scrane@sdcranebuilders.com](mailto:scrane@sdcranebuilders.com)

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
       Yes   XX   No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
       Yes   XX   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?        Yes   XX   No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .85 - 2014

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

1. **Current Arizona Contractor License Number:** AZ ROC 175959

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
Steven D. Crane  
\_\_\_\_\_  
**Printed Name**  
President  
\_\_\_\_\_  
**Title**



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

Self                      175959                      John Farley 480-832-1777  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

Tortolita Carpentry                      104824                      Les 520-548-3727  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

Gridmen Interiors                      185162                      Bobby Forshee 602-703-0973  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

Design Drywall West                      049385                      Bob Clark 480-951-4169  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**PLUMBING**

Irontree Construction, Inc                      074386                      Matt DeHerrera 480-969-9966  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**ELECTRICAL**

JBI Electric Co                      183921                      BJ Roth 480-345-1921  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**HVAC**

Burden Mechanical 295622 Kristi 928-402-0379  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE ALARM**

JB Electric Co. 183921 BJ Roth 480-345-1921  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE SPRINKLER**

Fire Pro 173126 Jim Bayance 480-515-4326  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FLOORING**

Wholesale Floors 245663 Dan McShane 602-248-7878  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**MILLWORK**

A.C.E. 083409 Travis Brewer 602-272-7055  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**STOREFRONT SYSTEMS**

Alugas 136444 Bill Scaff 480-752-0523  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST**

N/A  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of August 13, 2015  
[BID OPENING DATE]

Steven D. Crane, August 13, 2015 SD Crane Builders, Inc. [company]  
[authorized representative] [date]



### A Brief History of the Contractor's Firm

SD Crane Builders, Inc. is a General Commercial Contractor located at 1901 E. University Drive, Suite 330, Mesa, Arizona. Date of Incorporation was May 14, 2002 and we have been in business for 13 years, operating under a B-01 Contractor's License, #ROC175959. We specialize in tenant improvements, remodels, and new building construction. SD Crane Builders, Inc. has never failed to complete any work, nor had any judgments, claims or arbitrations since inception. Our work is not complete until the Customer is 100% satisfied!



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Maricopa Cty College District - 24101 W. 14th St. Tempe, AZ 85281	602-463-6565	Doug McCarthy
Mesa Public Schools - 63 E. Main St. Mesa, AZ 85201	480-452-8055	Dennis Gearhart
Maricopa Cty College District - 24101 W. 14th St. Tempe, AZ 85281	480-461-7095	Richard Cluff
Arizona State University 1551 S. Rural Rd. Tempe, AZ 85281	480-369-0344	Terry Beier

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

Steven D. Crane  
\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Title**





**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

  XX   It is my intention to subcontract a portion of the work.

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

SD Crane Builders, Inc.

Name of Firm

Steven D. Crane

By: (Signature)

President

Title

August 13, 2015

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and S.D. Crane Builders, Inc. of the City of Mesa, State of Arizona, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within **no later than Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day.**

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$ 1,038,000.00 including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
GILA COUNTY BOARD OF SUPERVISORS

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

**ATTEST:**

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

**CONTRACTOR:**  
S.D. CRANE BUILDERS, INC.

\_\_\_\_\_  
Contracting Company Name

\_\_\_\_\_  
STEVEN D. CRANE, PRESIDENT  
Print Name

\_\_\_\_\_  
N/A  
Witness (If Contractor is Individual)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jefferson R. Dalton,  
Deputy County Attorney-Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**STATUTORY PERFORMANCE BOND (CPB-1)  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and \_\_\_\_\_

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMIN BUILDING, INTERIOR RENOVATION**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress

\_\_\_\_\_  
By:





## CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Steven D. Crane, representing  
SD Crane Builders, Inc. (company name)

do hereby warranty the work performed for the:

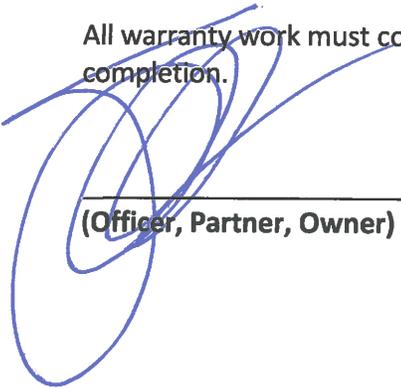
### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

  
Steven D. Crane, President  
**(Officer, Partner, Owner)**

August 13, 2015  
**Date**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS:

CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
- 2. Net change by Change Orders \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ \_\_\_\_\_
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \_\_\_\_\_

5. RETAINAGE:

- a. \_\_\_\_\_ % of Completed Work \$ \_\_\_\_\_  
(Column D + E on G703)
  - b. \_\_\_\_\_ % of Stored Material \$ \_\_\_\_\_  
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ \_\_\_\_\_

- 6. TOTAL EARNED LESS RETAINAGE \$ \_\_\_\_\_  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \_\_\_\_\_
- 8. CURRENT PAYMENT DUE \$ \_\_\_\_\_
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*  
ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
<b>GRAND TOTALS</b>									

**Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity**





**GILA COUNTY**  
**GENERAL PROVISIONS**

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COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

STATUTORY PERFORMANCE BOND (CPB-1)  
STATUTORY LABOR & MATERIAL BOND (LMB-1)  
CONTRACT PERFORMANCE WARRANTY (CPW-1)  
PAY APPLICATION (AIA DOC G702)



## SECTION 01 NOTIFICATION TO BIDDERS

### BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms **MUST** accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form(QC1-2)
- Contractor Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor List (SL1-2)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.  
Prices shall include all applicable taxes.

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"**Bid No. 032315-1 COPPER ADMIN BUILDING, INTERIOR RENOVATION**", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 4:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 4:00 P.M. M.S.T., Thursday, August 13, 2015. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 4:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

A deposit of \$20 per set, and \$10 for mailing, \$20 of which will be refunded upon return of the documents in good, usable order. Payment shall be by check or money order only. No cash will be accepted.

Gila County  
Purchasing Department  
Guerrero Building  
1400 East Ash  
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - General Contractors and major subcontractors are required to attend the Pre-bid Conference scheduled for: Friday, July 17, 2015 at 8:00 A.M. Bidders are to meet at the modular structure behind the Globe Courthouse, 1350 E. Monroe Street, and must sign-in as in attendance.

Any questions related to this IFB should be directed in writing to: the Contracts Administrator, Jeannie Sgroi, (928-402-8612) at [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). Any correspondence related to any Invitation for Bid should refer to the appropriate Invitation for Bid number, page and paragraph number. Questions may be submitted up to 3:00 P.M. MST, Tuesday, July 28, 2015. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.



## SECTION 10 DEFINITION OF TERMS

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

**ADDENDA.** Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

**ARCHITECT.** Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

**APPROVED.** Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

**ASTM.** The American Society for Testing and Materials.

**AWARD.** The acceptance, by the Owner, of the successful bidder's proposal.

**BASE BID.** The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

**BIDDER.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

**BIDDING DOCUMENTS / CONTRACT DOCUMENTS.** Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

**BUILDING INSPECTOR.** Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

**CALENDAR DAY.** Every day shown on the calendar.

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

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

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

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

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

**CONTRACTOR'S ENGINEER.** The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to "Contractor's Engineer" shall mean the "Contractor".

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

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

**FACILITY SERVICES PROJECT MANAGER.** An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

**FINAL COMPLETION.** Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

**FURNISH.** Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

**INSTALL.** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

**INSTALLER.** The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

**INTERNATIONAL CODE.** Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

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

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

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

**MATERIALS.** Any product or substance specified for use in the construction of the contract work.

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

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

**OVERTIME PAY.** Any and all pay resulting from overtime hours worked.

**OWNER (SPONSOR).** The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

**OWNER'S ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner's Engineer where ever referenced in the documents.

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

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

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

**PROJECT.** The agreed scope of work as identified in the Contract Documents.

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

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

**PROVIDE.** Except, as otherwise defined in greater detail, the term “provide” means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

**SUBSTANTIAL COMPLETION.** The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

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

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



## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

**20-03 CONTENTS OF PROPOSAL FORMS.** The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet.**

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

**20-05 ALLOWANCES.** The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

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

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

**20-07 PREPARATION OF PROPOSAL** The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 30 AWARD & EXECUTION OF CONTRACT

### **30-01 CONSIDERATION OF PROPOSALS.**

After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

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

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

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

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

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

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

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

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



## SECTION 40 SCOPE OF WORK

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

**40-02 CHANGES TO THE WORK.** The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

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

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

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

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

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

**40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.**

Not applicable to this project.

**40-07 FINAL CLEANING UP.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.



## SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-06 CONSTRUCTION LAYOUT AND STAKES.** The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

**50-07 AUTOMATICALLY CONTROLLED EQUIPMENT.** Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

**50-11 LOAD RESTRICTIONS.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

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

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

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

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

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

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

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

**50-17 GUARANTEE OF WORK (ADDITIONAL).** The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

**50-18 CONSTRUCTION SCHEDULE.** The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

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

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

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

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

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

**Negotiations with Individual Contractors:** Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of a Contractor's Price or any information derived from competing Bids is prohibited.

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

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

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

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

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



## SECTION 60 CONTROL OF MATERIALS

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

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

**60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

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

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

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

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

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

**60-04 PLANT INSPECTION.** Not applicable to this project.

**60-05 OWNER'S FIELD OFFICE AND LABORATORY.** Not applicable to this project.

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

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

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

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

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

After any owner-furnished material has been delivered to the location specified, the Contractor shall be

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



## SECTION 70 LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

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

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

**70-02 PERMITS, LICENSES, AND TAXES.** The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

**70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS.** Not applicable to this project.

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

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

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

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

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

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

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

**70-08 PROTECTION AND RESTORATION OF PROPERTY .** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

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

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

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

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

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

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

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

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

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

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

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

**70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

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

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

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

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

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

**70-15 FURNISHING RIGHTS-OF-WAY.** Not applicable to this project.

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

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

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

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



## SECTION 80 PROSECUTION & PROGRESS

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

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

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

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

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

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

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

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

**80-03 PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

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

**80-04 CONSTRUCTION LIMITS.** Construction limits shall be defined in the construction documents.

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

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

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

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

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

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

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

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

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

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

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

- (a) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.
- (b) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

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

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

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

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

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

- (g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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



## SECTION 90 MEASUREMENT & PAYMENT

### **90-01 MEASUREMENT AND PAYMENT.**

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance

of the Contract Price or within the Contract Time.

- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

**90-02 RETAINAGE.** The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

**90-03 CHANGE ORDERS.** No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

- A. By unit prices stated in the Contract Documents.
- B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
  - 1) Cost of materials, including cost of delivery.
  - 2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
  - 3) Contractor Supervision/Overhead allowance shall not exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
  - 4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
  - 5) Cost of Subcontracted work calculated as above.
  - 6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties hereby agree that this fee includes all Contractor overhead

and profit on subcontractor work.

- 7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
- 8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

- C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

**90-04 ALLOWANCES.** The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

**Fire Sprinkler System Modification: Not to exceed: \$25,000.00, labor and materials**

Provide design and modifications (labor and material costs) of the existing fire sprinkler system for a complete system compliant with NFPA 13. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

**Fire Alarm System: Not to exceed: \$20,000.00 labor and materials**

Provide design and installation of (labor and material costs) fire alarm system in accordance with NFPA 72. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing work.

**Millwork: Not to exceed \$125,000, material cost only.**

Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

**Unforeseen Conditions: Not to exceed \$50,000**

Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified under Change Orders (90-03).

**90-05 SCHEDULE OF VALUES.** Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

**90-06 CONSTRUCTION AND PROGRESS SCHEDULES.** The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contractor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contractor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

**90-07 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.
- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.



## **SPECIAL PROVISIONS**

### **PROPOSED WORK**

The work consists of interior renovation of a portion of an existing vacant building located by the Globe Courts Complex, for offices and public restrooms. Work includes non-structural renovation, demolition of existing offices, relocation of existing restrooms and construction of new interior walls and finishes, ceilings, flooring, mechanical, electrical, plumbing and fire sprinkler system modifications. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

### **GENERAL REQUIREMENTS**

The project has been designed utilizing the 2012 International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

### **AS-BUILTS**

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi- permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

### **CONSTRUCTION LIMITS**

The Contractor shall be limited to the areas, as identified in the Construction Documents, as the site. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

### **MEETINGS**

#### **Preconstruction Conference:**

A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

#### **Progress Meetings:**

Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

#### **Safety Meetings:**

The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

**CONFLICTING UTILITY SYSTEMS**

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

**UTILITY SHUTDOWNS**

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.



**TECHNICAL SPECIFICATIONS**

**SEE TECHNICAL SPECIFICATIONS AND  
CONSTRUCTION DRAWINGS**



## CONTRACT FORMS

- Bid Submittal Checklist (CK1)**
- Bid Proposal (BP1-3)**
- Surety Bid Bond (BB1)**
- Qualification & Certification Form (QC1-2)**
- Subcontractors List (SL1-2)**
- Contractor Reference List (RL-1)**
- Affidavit of Non-Collusion (ANC1)**
- Subcontractor Certification (SC1)**
- Construction Contract (C1-5)**
- Contract Performance Bond (CPB-1)**
- Labor & Material Bond (LMB-1)**
- Contract Performance Warranty (CPW-1)**
- Pay Application (Sample AIA Doc G702)**



## **BID SUBMITTAL CHECKLIST (CK1)**

### **BIDDERS ARE HEREBY NOTIFIED:**

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.**

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

**Failure to include all required documents may invalidate the bid.**



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

(SEAL)

Corporate Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

**If by a Firm or Partnership:**

Firm or Partnership Name: \_\_\_\_\_

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned \_\_\_\_\_, as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

**NOW THEREFORE,** if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF,** we hereunto set our hands and seals:

**Principal**

**Surety**

**By**

**By Attorney-in-Fact**

**Title**

**Address, Attorney-in-Fact**

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**My commission expires: \_\_\_\_\_**

**Notary Public**



## QUALIFICATION AND CERTIFICATION FORM (QC1-2)

### Purpose

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

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

### **BID NO. 032315-1 COPPER ADMIN BUILDING INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

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2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?

\_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** \_\_\_\_\_

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

1. **Current Arizona Contractor License Number:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Title**



## **SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

### **CARPENTRY**

---

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

### **INSTALLER FOR DOORS/HARDWARE**

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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

### **CEILING SYSTEMS**

---

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

### **WALL GYP BD / FINISHING**

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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

### **PLUMBING**

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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

### **ELECTRICAL**

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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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**HVAC**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE ALARM**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE SPRINKLER**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FLOORING**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**MILLWORK**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**STOREFRONT SYSTEMS**

---

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST**

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[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of \_\_\_\_\_.  
[BID OPENING DATE]

---

[authorized representative]

[date]

[company]



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

\_\_\_\_\_  
**Title**

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

\_\_\_\_\_

(Name of Individual)

being first duly sworn, deposes and says:

That he is \_\_\_\_\_

(Title)

of \_\_\_\_\_ and

(Name of Business)

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_

(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.

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Title**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**My Commission expires: \_\_\_\_\_**

**Notary Public**



**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

\_\_\_\_\_ **It is my intention to subcontract a portion of the work.**

\_\_\_\_\_ **It is not my intention to subcontract a portion of the work.**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

- a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**CONTRACTOR:**

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

\_\_\_\_\_  
**Contracting Company Name**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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







## CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, \_\_\_\_\_, representing

\_\_\_\_\_ (company name)

do hereby warranty the work performed for the:

### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

\_\_\_\_\_  
(Officer, Partner, Owner)

\_\_\_\_\_  
Date

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS:

CONTRACT DATE:

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
- 2. Net change by Change Orders \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ \_\_\_\_\_
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \_\_\_\_\_

5. RETAINAGE:

- a. \_\_\_\_\_ % of Completed Work \$ \_\_\_\_\_  
(Column D + E on G703)
  - b. \_\_\_\_\_ % of Stored Material \$ \_\_\_\_\_  
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ \_\_\_\_\_

- 6. TOTAL EARNED LESS RETAINAGE \$ \_\_\_\_\_  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \_\_\_\_\_
- 8. CURRENT PAYMENT DUE \$ \_\_\_\_\_
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*  
ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
<b>GRAND TOTALS</b>									

**Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity**



## TECHNICAL SPECIFICATIONS

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

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**ALLOWANCES**

**Fire Sprinkler System Modification: Not to exceed: \$25,000.00, labor and materials**  
Provide design and modifications (labor and material costs) of the existing fire sprinkler system for a complete system compliant with NFPA 13. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

**Fire Alarm System: Not to exceed: \$20,000.00, labor and materials**  
Provide design and installation of (labor and material costs) fire alarm system in accordance with NFPA 72. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing work.

**Millwork: Not to exceed \$125,000, material cost only**  
Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

**Unforeseen Conditions: Not to exceed \$50,000**  
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

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**DEMOLITION**

To minimize impact and disruption of business in the surrounding offices/buildings and parking area, the Contractor is to confine all work to the project site area for his own storage, staging and parking areas. Contractor access through the existing parking areas, for deliveries and equipment shall not interfere with the existing parking areas usage or access.

During demolition and removal of debris throughout the course of the construction, the contractor shall maintain all building egress paths, parking area access, and keep clean of any debris and dust that might be hazards.

Contractor to restore or repair any damaged floors, walls, ceilings, sidewalks, curbs, utilities, etc. damaged by the contractor, or his subcontractors, during construction. The Owner to review repair work with the Contractor and approve prior to final acceptance and payment.

**SUBMITTALS REQUIRED:**

**Drawings and/or Engineering**

**Fire Sprinkler System Modifications:**

Provide engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

**Fire Alarm System:**

Provide engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing work.

**Millwork:**

Provide manufacturer's shop drawings and details for review and approval, prior to doing the work. Also provide color samples for both cabinets and countertops.

**Final Door Hardware Schedule:**

Provide door hardware listing by door number, as noted on the drawings, for review and approval, prior to ordering.

**Aluminum Metal Storefront Door/Window Units:**

Provide manufacturer's shop drawings and details for review and approval, prior to doing the work. Compatibility with Keycard Access System where required.

**Submittal: Color selection only**

Paint: Provide color samples for Owners selection.

Bathroom Partitions:

Manufacturer: Accurate Partitions Corp.

Type: Powder Coated Steel

**COPPER ADMIN BUILDING  
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**ROUGH CARPENTRY**

All lumber shall be rated, graded and stamped, identified as such, in accordance with the currently adopted version of the IBC and consistent with the Bid Documents.

**Wall Framing:**

No exterior or load bearing walls are proposed for this project.

All interior, non-load bearing walls shall be a minimum 2x4 Doug Fir #2 or better, at 16" O.C., unless noted otherwise on the drawings.

All non-bearing headers to be (2) 2x8 Doug Fir #2 or better for spans up to 8'.

**Fire Blocking:**

Fireblocking shall be provided to cut off all concealed draft openings (both vertical and horizontal) and to form an effective barrier between stories. Fireblocking shall be provided in wood-frame construction in the following locations:

- Stud walls and partitions, including furred spaces and parallel rows of studs or staggered studs: Vertically at the ceiling and floor levels, and Horizontally at intervals not exceeding 10'.
- At all interconnections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings and cove ceilings.
- At openings around vents, pipes, and ducts at ceiling and floor level, with an approved material to resist the free passage of flame and products of combustion.

**GYPSUM BOARD**

All walls, except restrooms: ½" gypsum board with a light orange peel texture, to match existing, unless noted otherwise.

Restrooms and wet areas: When gypsum board is used as a base for tile or wall panels for tubs, shower or water closet compartment walls, water-resistant gypsum backing board shall be used as a substrate.

Accessories such as grab bars, towel bars, paper dispensers and soap dishes, provided on or within walls, shall be installed and sealed to protect structural elements from moisture.

Water-resistant gypsum backing board shall not be used in the following locations:

- Over a vapor retarder in shower or bathtub compartments.
- Where there will be direct exposure to water or in areas subject to continuous high humidity.
- On ceilings where frame spacing exceeds 12" OC for ½", or exceeds 16" OC for 5/8" thickness.

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**FRP (FIBER REINFORCED PLASTIC) PANELS**

Manufacturer: Marlite

Type: Standard FRP Artizan

Style: Stone Grid, Textured Finish

Color: T936-G44 Milan (4x4 score, 1/8" groove with white core)

Installation shall be per the manufacturer's specifications, instructions and details.

Prefinished polyester glass reinforced plastic sheets and adhered to unfinished gypsum wallboard.

Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with ASTM E 84 (Method of test for surface burning characteristics of building Materials), Class C minimum.

**Panels:**

Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.

Coating: Multi-layer print, primer and finish coats or applied over-layer.

Dimensions:

Thickness: 0.090" (2.29mm) nominal

Width: 4'-0" (1.22m) nominal

Length: 8'-0" (2.4m) nominal

Tolerance:

Length and Width: +/- 1/8" (3.175mm)

Square: Not to exceed 1/8" for 8' panels

Properties:

Resistant to rot, corrosion, staining, denting, peeling, and splintering.

Flexural Strength:  $1.0 \times 10^4$  psi per ASTM D790 (7.0 kilogram-force/square millimeter).

Flexural Modulus:  $3.1 \times 10^5$  psi per ASTM D790 (217.9 kilogram-force/square millimeter).

Tensile Strength:  $7.0 \times 10^3$  psi per ASTM D 638 (4.9 kilogram-force/square millimeter).

Tensile Modulus:  $1.6 \times 10^5$  psi per ASTM D 638 (112.5 kilogram-force/square millimeter).

Water Absorption: 0.72% per ASTM D 570.

Barcol Hardness (scratch resistance) of 35 55 as per ASTM D 2583.

Izod Impact Strength of 72 ft. lbs./in ASTM D 256.

**Base:**

Manufacturer: Johnsonite

Type: ColorMatch

Style: Traditional Wall Base

Color: Brown (47)

Size: 4"

All outside corners shall be pre-formed.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**Trim:**

SaniSeal Trim: Co-extruded, dual-durometer polypropylene/monprene profiles with Dual-Seal Technology and high performance pressure sensitive adhesive.

Color Tan (or best match with Milan)

**Accessories:**

Fasteners: Non-staining nylon drive rivets. Match panel colors. Length to suit project conditions.

Adhesive: Either of the following construction adhesives complying with ASTM C 557.

Marlite C-551 FRP Adhesive – Water-resistant, non-flammable adhesive.

Marlite C-375 Construction Adhesive – Flexible, water-resistant, solvent based adhesive, formulated for fast, easy application.

Titebond Advanced Polymer Panel Adhesive – VOC compliant, non-flammable, environmentally safe adhesive.

Sealant: Marlite brand, color to match.

**Preparation:**

Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.

Verify stud spacing does not exceed 24” on-center.

Repair defects prior to installation. Level wall surfaces to panel manufacturer’s requirements. Remove protrusions and fill indentations.

**Installation:**

Deliver materials factory packaged on strong pallets. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (70 degrees) for 48 hours prior to installation. Building shall be fully enclosed prior to installation with sufficient heat and ventilation consistent with good working conditions for finish work.

During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

Comply with manufacturer’s recommended procedures and installation sequence. Install panels with manufacturer’s recommended gap for panel field and corner joints.

Adhesive trowel and application method to conform to adhesive manufacturer’s recommendations.

**COPPER ADMIN BUILDING  
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Apply panel moldings to all panel edges using silicone sealant providing for required clearances. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner. Refer to manufacturer's specific cleaning recommendations. Do not use abrasive cleaners.

Warranty: Furnish two year guarantee against defects in material and workmanship.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

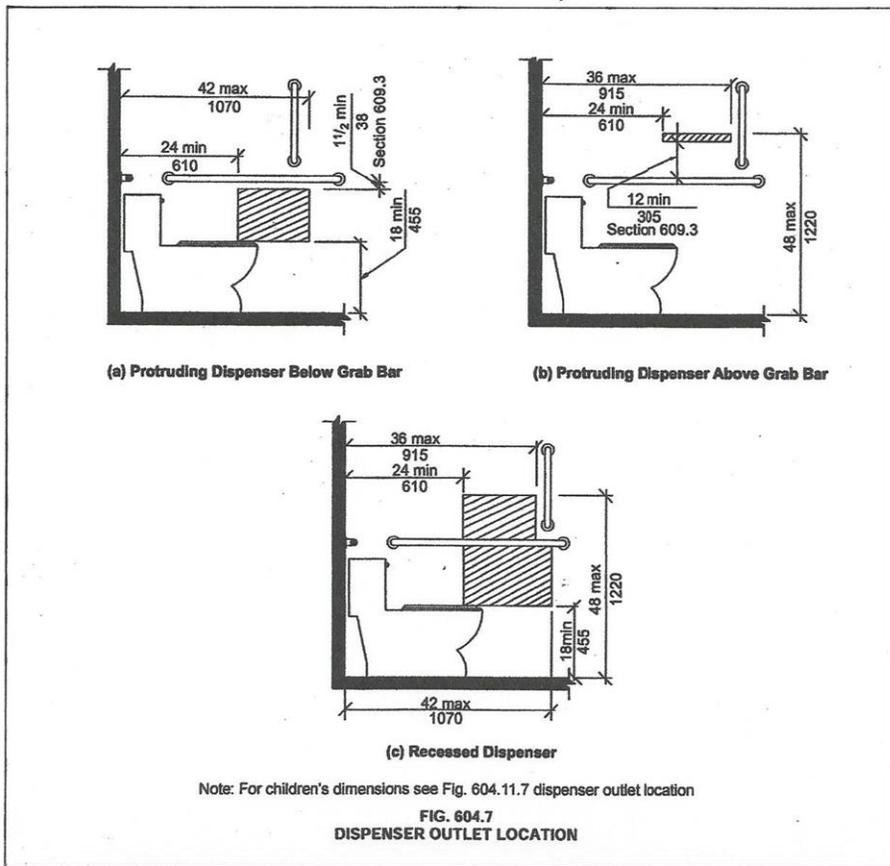
**BATHROOM PARTITIONS**

Manufacturer: Accurate Partitions Corp.  
Type: Powder Coated Steel  
Style: Floor Anchored / Overhead Braced

Installation shall be per the manufacturer's specifications, instructions and details.

Submittal Required: Color selection to Owner for selection and approval.

**ADA GRAB BAR DETAILS:**



## **ARCHITECTURAL WOODWORK**

### **Custom Casework Locations:**

- See Millwork Elevation Drawings, Sheets A7, A8 and A9 and floor plans.
- Bathroom Counters (no base unit): 4 total, See Plan.
- Field verify dimensions.

### **Minimum Construction Standards:**

- All cabinet and millwork tops, sides, dividers, shelving, etc., shall be 3/4" minimum stock.
- Stained veneer materials shall conform to AWI custom grade, minimum thickness 1/16".
- Unexposed framing shall be nominal 1 x 2 hardwood, AWI custom grade.
- Doors and drawer fronts shall be 3/4" minimum core stock.
- Drawer boxes shall be 1/2" minimum with minimum 1/4" plywood bottoms.
- ADA compliant locations, noted on drawings, shall meet the standards of ADA currently adopted by the State of Arizona.
- Built-in shelving or free standing modular shelving height should not exceed 6' from finished floor and be securely anchored to studs reinforced to accept the loading.
- All shelving should be designed as fully adjustable, 3/4" minimum thickness.
- "Line bore and pin" method of shelving adjustment (either in cabinets or standing shelving) is desired. Shelf standards mortised in with brackets is also acceptable.
- All millwork and accessory hardware shall comply with ANSI A156.9, minimum quality level Type 2 (institutional). Hinges, guides, slides, etc., shall utilize bearings complying with BHMA 201.
- All cabinet hinges should be self closing. Amerock spring loaded or approved equal.
- Drawer slides should allow full extension (1" longer than total drawer depth) and be specified as heavy duty (100 lb. minimum), Blum or approved alternate.
- The use of painted particleboard as the finish for cabinets and tops is not acceptable. Particle board is allowable as core stock in low/no moisture areas when receiving a high pressure plastic laminate finish.
- Particle board is not an acceptable material for shelving with greater than a 2 foot unsupported span.
- The use of melamine or other similar low mill finishes (less than .020") as interior cabinet lining or underside of shelving is not acceptable. Melamine thermo fused 3/4" is acceptable for interior finish of cabinets only.
- All exposed cabinet hardware should be specified with a permanent, durable finish that is easily cleanable.
- All countertops designed as work surfaces shall be of an appropriate height to accommodate the physically disabled.
- All millwork designed to support electrical equipment (computers, phones, clocks, etc.) shall have grommet openings allowing cords, interconnect cables, etc., to be concealed or routed internally. Grommets shall be 2-1/2" minimum diameter plastic, color to match adjacent finish.
- The use of plastic laminate tops and splashes is not recommended for high moisture areas such as lav tops, coffee bar tops, or work surfaces that are repeatedly subjected to spillage, water cleaning, or subject to chemical substances.

**COPPER ADMIN BUILDING  
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**Plastic Laminate**

Synthetic counter tops shall be high pressure laminate, or, in extra heavy duty use applications, equal to "Corian", 5/8" minimum thickness

Guides for minimum plastic laminate finishing are as follows:

- .050" exposed horizontal surfaces;
- .028" exposed vertical surfaces;
- .020" cabinet linings and concealed backing.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**WINDOWS:**

See Interior Elevation drawings, Sheet A7, A8 and A9. Provide interior laminated glass windows with hollow metal frames at locations show.

Provide transaction window opening at locations shown. Opening shall be designed to provide for nighttime and after hours closing and locking of opening locations.

Frames: Hollow Metal, painted per Owners requirements.

Glass: 1/4" thickness, clear laminated glass.

**DOORS: GENERAL**

Doors and door hardware are to be installed only by qualified persons and all work must meet appropriate codes.

All doors, hardware, openers, etc. shall be institutional grade throughout.

Final acceptance of any hardware installations shall be subject to approval by the Gila County Facility Services.

All hardware submittals shall be routed through the Gila County Facility Services for review and approval prior to purchase.

**HOLLOW METAL FRAMES**

Commercial heavy duty hollow metal frames required. Frames shall be commercial heavy duty quality.

Kickplates are required on both sides of all doors that are subject to high traffic. See Door Schedule and Hardware Groups.

All frames shall be welded. Knock-downs are not acceptable. An inspection of anchoring method must be made prior to drywall or closing up of walls.

Frames shall have wall anchors a maximum of 16" O.C. per jamb.

All door frames shall be no lighter than 14 gauge steel. Seamless end channel closure pieces at door heads.

Doors shall have a minimum of 3 heavy duty industrial type hinges per door.

Doors and frames shall have a spray applied finish.

Door stops required on all installations, closures required if doors open into a rated space.

**COPPER ADMIN BUILDING  
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**WOOD DOORS**

Wooden doors are acceptable for interior applications only, must be solid core, and have adhesives that are 100% waterproof.

All doors shall be 3'0" x 6'8", solid core flush (100% waterproof adhesives) with veneer faces, commercial heavy duty minimum grade, 1-3/4" thick, unless noted otherwise.

All doors should be specified from a single manufacturer.

Formaldehyde off-gassing rates to be less than .03 milligrams per square foot of surface/hr in accordance with ASTM D5116-90.

Doors shall carry a life of installation warranty from the manufacturer. All doors that are warped, after installation, shall be replaced prior to substantial completion.

Door receiving a stained finish shall be specified as having premium quality face veneers, minimum thickness 1/16".

Doors used as a normal means of ingress and egress shall have either vision panels or adjacent sidelights (where allowable by code) in metal frames. See Door Schedule for locations and size.

All doors subject to heavy traffic shall have kickplates both sides. See Door Schedule for locations.

**ENTRANCES AND STOREFRONTS**

**Remove existing exterior pairs of doors, 4 locations, and replace with new storefront door and sidelite per door type shown on drawings and identified on Door Schedule.**

**Aluminum Storefronts**

Field verify existing conditions. Contractor to provide manufacturer's installation detail for such condition, for approval, prior to ordering. See Submittals Required.

**Doors to accommodate panic hardware and electronic keypad control system, to be installed by Owner.**

**DOOR HARDWARE**

**Cylindrical locksets with lever handles:**

**Marks USA 175RAB/26D**

Locksets Survivor Series

175RAB Lever Lockset

Grade 2

2 3/4" Backset

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

IC Core Model  
26D Chrome Finish

**All electronic systems:** By Others

**Exit devices: By Owner.**

Shall be rim type, installed with a mullion in double doors.

Vertical rod systems shall not be used unless necessary to make an existing doorway meet Handicap code requirements for width.

Finish to match other door hardware.

Approved Model: Precision Hardware Inc., APEX Series

**Door closers:**

Shall have **extra heavy duty** arms and be mounted with thru bolts.

Approved Model: LCN 4041, EDA, TB

**Cylinders and Cores:**

Gila County Facility Services will key all locks, specify which system, and the keyway to be used. **Only** original Best cylinders and interchangeable cores shall be used. Pinning and key cutting will be done by the Facility Services. Key blanks and cylinders/cores will be provided by and paid for by the contractor and should be shipped directly to the Facility Services.

**Hinges:**

All doors will be mounted with three 4-1/2" X 4-1/2" full mortise hinges. Doors larger than 3'x7' will be mounted with four hinges that are the same size as above.

Approved Models: Hager BB1168, McKinney TA2714, Stanley FBB168

Roton continuous hinge or equal continuous hinge for high traffic exterior doors

**Thresholds:**

Shall meet ADA requirements.

Thresholds shall be aluminum and rated for heavy duty traffic.

**HARDWARE GROUPS**

**See drawings for Door Schedule w/ hardware identified**

**See Schedule for location of Keypad controlled door locations. Contractor to coordinate with Keypad Control contractor to accommodate installation.**

**GROUP 1: OFFICE**

Lockset with lever handle

Hinges

Kickplates required at custodial closets

Add foot kickstop to hold door open at door 114

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**GROUP 2: STORAGE**

Lockset with lever handle  
Hinges

**GROUP 3: RESTROOM**

Lockset with lever handle  
Hinges  
Door Closer  
Kickplates

**GROUP 4: CONFERENCE ROOM**

Lockset with lever handle  
Hinges

**GROUP 5: HALLWAY**

Lockset with lever handle  
Hinges  
Kickplates

**GROUP 6: EXTERIOR STOREFRONT**

Panic Hardware and Electronic Keypad System by Owner  
Hinges  
Closer  
Threshold  
Weatherseal gasket  
Kickplates: By Door Manufacture

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

**ACOUSTICAL TREATMENT**

**Acoustical Ceilings and Support System**

Careful consideration should be given during installation in regards to the location of all lighting fixtures, diffusers or any other ceiling projections identified on the drawings.

**Ceiling Tiles:**

**Manufacturer: Armstrong**  
**Type: Cortega Second Look II**  
**Style: 2767**

Size: 24" x 48" x 3/4"  
Style: 15/16" Angled Tegular  
Color: White

**Suspension System:**

**Manufacturer: Armstrong**  
**Type/Style: 15/16" Prelude XL w/ 7/8" Hemmed angle wall molding**  
**Color: White**

Install per manufacturer's specifications, instructions and details.

Lighting, diffusers, and sprinklers shall be located in the system at regular or predetermined intervals. Fire Sprinkler heads shall be located in the center of a tile. Require subtrades to locate ceiling penetrations in center of a panel.

Where walls run to the underside of the system, provide an acoustical seal at junction.

**COPPER ADMIN BUILDING  
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**RESILIENT FLOORING**

**Protection:**

It shall be the contractor's responsibility to protect all furniture, walls, doors, etc from any damages during installation of flooring and base, and removing existing floor finishes, where applicable. Any items moved shall be replaced in original position. The Contractor will be responsible for all damages.

**Job Conditions:**

Installer must examine the substrate and conditions under which the flooring is to be installed and notify the contractor, in writing, of conditions detrimental to the proper and timely completion of the work, per the manufacturer's installation requirements.

**Installation:**

All contractors that bid this work, shall have a minimum of not less than 5 years vinyl tile installation experience, similar to the size and scope contained in the project, and provide a minimum 2 year full warranty to fix, repair or replace carpeting failure as the result of defective workmanship. Shall be installed/applied with a suitable waterproof mastic for the conditions of use.

**Extra Stock:**

Contractor shall provide a minimum **5%** additional material over actual area used as extra stock, to be provided to Owner prior to or at final completion. All extra stock shall be full tiles, not cut pieces, and shall be from the same dye lot / manufacturing batch as the tiles used on the job.

**Manufacturer: Armstrong Commercial Flooring**

**Type: Luxury Vinyl Tile**

**Style: Natural Creations, Arbor Art**

**Color: TP036 Roan-Oak Warm**

**Size: 4" x 36"**

**Product Data:**

Size: 4" x 36"  
Overall Thickness: .125"  
Wearlayer Thickness: .020"  
Finish: UV-cured Polyurthane

**Installation:**

Full spread adhesives: S-288 Premium, S-543 High-Moisture, S240 Eposy

Static Load Limit: No visually apparent indentation, 250 psi

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**Testing:**

Heat Stability (ASTM F-1514):	Exceeds
Stain & Chemical Stability (ASTM F-925):	Meets or Exceeds
Light Resistance (ASTM F1515):	Exceeds
Flexibility (ASTM F137):	Exceeds, No cracks or breaks
Fire Test Data: Flame Spread (ASTM E648):	0.45 watt/cm <sup>2</sup> or more Class 1
Fire Test Data: Smoke Evolution (ASTM 662):	450 or less
FloorScore Indoor Air Quality:	CHPS 01350 Certified
Sustainability Assessment:	Gold Level Certified
Certified Low Emitting Product:	LEED EQ4.3
Certified Low Emitting Adhesive:	LEED EQ4.1

**Warranty:**

Limited 10 Year Commercial Warranty

**VINYL BASE**

Manufacturer: Johnsonite  
Type: ColorMatch  
Style: Traditional Wall Base  
Color: Brown (47)  
Size: 4"

All outside corners shall be pre-formed.

**CARPETING: GENERAL NOTES**

**Protection:**

It shall be the contractor's responsibility to protect all furniture, walls, doors, etc from any damages during installation of carpet and base, and removing existing carpet and base where applicable. Any items moved shall be replaced in original position. The Contractor will be responsible for all damages.

**Job Conditions:**

Installer must examine the substrate and conditions under which the carpeting is to be installed, and notify the contractor, in writing, of conditions detrimental to the proper and timely completion of the work, per the manufacturer's installation requirements.

**Installation:**

All contractors that bid this work, shall have a minimum of not less than 5 years of carpeting installation experience, similar to the size and scope contained in the project, and provide a minimum 2 year full warranty to fix, repair or replace carpeting failure as the result of defective workmanship. Installation per manufacturer's requirements and specifications.

Metal or vinyl carpet reducers shall be provided at all exposed or junction edges with other material or at entrances.

**Extra Stock:**

Contractor shall provide a minimum 10% additional material over actual area used as extra stock, to be provided to Owner prior to or at final completion. All extra stock shall be full carpet tiles, not cut pieces, and shall be from the same dye lot / manufacturing batch as the carpet tiles used on the job.

**MODULAR (CARPET TILES)**

**Locations: All Conference Rooms and Weekend Reporting Room 239**

**Manufacturer: Lees**

**Type: Work It! Modular 26**

**Style : GT143**

**Size: 24" x 24"**

**Color: Natural Hybrid 228**

**Product Data:**

Construction:	Tufted
Dye Method:	Solution Dyed
Surface Texture:	Level Multi-Colored Loop
Gauge:	1/10 (39.37 rows per 10cm)
Stitches Per Inch:	8.5 (33.46 per 10cm)
Density:	6118
Weight Density:	159,068
Finished Pile Thickness:	0.153"

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Yarn Weight: 26 oz./yd<sup>2</sup>  
 Backing: EcoFlex ICT  
 Face Yarn: Duracolor Premium Nylon  
 Protective Treatments: Sentry Plus  
 Sustainable Content: Contains a minimum 35% pre-consumer recycled content by total weight

Performance:  
 Static Control: AATCC-134 <3.5 KV  
 Flammability: ASTM E 648 class 1 (Glue Down)  
 Smoke Density: ASTM E-662 <450  
 Soil Resistance: Passes GSA requirements for permanent stain resistant carpet  
 CRI Green Label Plus: 1098

Warranties:  
 Lifetime Limited Modular Warranty  
 Lifetime Duracolor Stain Warranty  
 Lifetime Static

**BROADLOOM**

**Locations:**  
**All Offices, HR Testing /Storage Room 118, HR Reception 122, Library Storage 130, and Library Workroom 135**

**Manufacturer: Lees**  
**Type: Work It! 26**  
**Style : GL143**  
**Size: 12' width**  
**Color: Natural Hybrid 228**

**Product Data:**  
 Construction: Tufted  
 Dye Method: Solution Dyed  
 Surface Texture: Level Multi-Colored Loop  
 Gauge: 1/10 (39.37 rows per 10cm)  
 Stitches Per Inch: 11.8 (46.46 per 10cm)  
 Density: 6933  
 Weight Density: 180,258  
 Finished Pile Thickness: 0.135"  
 Yarn Weight: 26 oz./yd<sup>2</sup>  
 Backing: UniBond Flex  
 Face Yarn: Duracolor Premium Nylon  
 Protective Treatments: Sentry Plus

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

Performance:

Static Control: AATCC-134 <3.5 KV  
Flammability: ASTM E 648 class 1 (Glue Down)  
Smoke Density: ASTM E-662 <450  
Soil Resistance: Passes GSA requirements for permanent stain resistant carpet  
CRI Green Label Plus: 4952

Warranties:

Lifetime Limited Unibond Flex Warranty  
Lifetime Duracolor Stain Warranty  
Lifetime Static

**Submittal required:** No

**VINYL BASE**

Manufacturer: Johnsonite  
Type: ColorMatch  
Style: Traditional Wall Base  
Color: Brown (47)  
Size: 4"

All outside corners shall be pre-formed.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION****PAINING**

**Submittal required:** Color selection for approval, prior to doing the work.

Painting products shall be specified from one of the following manufacturers: Dunn Edwards, Frazee, Kelly Moore, Sherwin Williams, or Glidden. Alternative manufacturers may be submitted for approval.

Deliver and store materials on job site in original, new and unopened packages and containers bearing manufacturer's name, paint identification, formula number, batch number, etc. with labels intact.

Coatings shall be applied in accordance with the manufacturer's printed directions for the paint used. Special attention shall be given to applying a coating when temperature, humidity, and other weather factors are acceptable by the manufacturer requirements and/or owner. No paint shall be applied until preceding coat has dried. Successive coats shall have colors varied by tinting sufficiently to permit easy visual check of the coverage unless otherwise stated.

In occupied buildings, the contractor shall do all painting that produces noxious fumes or smells, during nights, weekends and off hours to prevent disruption of Gila County business and services to the public.

**Materials:**

All paint materials shall be of manufacturers' premium grade product.

Insofar as possible, all components of the paint system shall be products of the same manufacturer.

**Extra Stock:**

Prior to final completion, the contractor shall provide a minimum of one gallon, from the same batch of each color and each type of paint used on the project. Gallon cans shall be labeled with manufacturer's name, color name & formula.

**Surface Preparation:**

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

Remove or protect hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items that are not to be painted to insure that no paint is applied to these surfaces. Reinstall or remove protection upon completion of painting of the adjacent surfaces.

Clean all surfaces to be painted, stained or sealed before applying paint or surface treatments.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION****Wood:**

Prime fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried. Prime, stain, or seal wood required to be job-painted. Prime all edges, ends, faces, undersides, and backsides of such wood. Seal tops, bottoms and cut-outs of un-primed wood doors with a heavy coat of varnish or equivalent sealer.

**Ferrous Metals:**

Clean ferrous surfaced, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

**Galvanized Surfaces:**

Clean free of oil and surface contaminants with non-petroleum based solvent and apply pre-wash or bond coat as indicated.

**Application:**

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Understand and honor all applicable OSHA safety and local, State or Federal VOC requirements.

Apply additional coats when undercoats, stain or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

**Clean-up And Protection:**

During progress of work, remove from site discarded all materials, rubbish, cans and rags at end of each work day.

Upon completion of work, clean window glass and other paint-splattered surfaces. Remove splattered paint by proper methods of washing and scraping, using care not to scratch to otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct and damage by cleaning, repairing or replacing, and repainting, as acceptable to the Owner.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations. At the completion of work of other trades, touch-up and restore all damages to painted surfaces.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

**MECHANICAL MATERIALS AND METHODS**

**SEE MECHANICAL ENGINEERING DESIGN AND SPECIFICATIONS ON  
DRAWINGS.**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**PLUMBING GENERAL REQUIREMENTS**

All cleanouts, meters, controllers, valves, etc. must be installed in boxes with removable lids and or access panels.

Provide isolation valves for each floor and for every bathroom. **All isolation valves shall be ball valves.**

**Plumbing Piping**

Domestic water lines shall be a minimum of Type L copper or PEX.  
Waste and vent piping shall be ABS.

Plumbing lines shall not be located in outside walls, unheated attics, basements, or other unconditioned areas without specific approval from Facility Services.

**Plumbing Insulation**

Provide minimum R-5 insulation at all exposed plumbing piping to prevent freezing.

**Plumbing Fixtures**

All fixtures required to be ADA compliant shall meet the requirements of Division 1 of the Specifications.

Plumbing fixtures shall be **low flow**:

Toilets: 1.6 gallons per flush

Urinals: one gallon per flush, No urinals shall be installed using a timing device to flush periodically, regardless of demand.

Lavatory faucets: 3 gallons per minute, at a pressure of 80 psi

Kitchen faucets: 3 gallons per minute, at a pressure of 80 psi

Showerheads: 3 gallons per minute, at a pressure of 80 psi. Showerheads shall be tamper resistant.

Plumbing fixtures as manufactured by the following (or approved equal), unless noted otherwise: American Standard, Chicago, Elger.

**Water Closets:** American Standard Madera, 2234.58 Floor Mount

FloWise 15" height, 1.28 gpf, Top Spud bowl and Selectronic Flush Valve.

**Water Fountain:** Elkay Wall Mount Water Cooler, Model EZS4

**Urinal:** American Standard Washbrook Urinal

**Flush Valves:** Regal XL

**Faucets:** Chicago Faucets Deck Mounted 4" centers

Lavatory Faucet 802-V317ABCP

**Lavatory:** Ohio Oval Countertop Sink (White) Model 0439

**Mop Sink:** Zurn Z1996-24 (24"x24" White) Stainless steel drain with Dome Strainer, Lint Basket and Locking Nut.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**Mob Sink Faucet: T&S Brass and Bronze Works, Inc. Model: B-0665-BSTR**  
Breakroom Sink: Elkay Model #DSE233223  
Breakroom Sink Faucet: American Standard 4175.300.075

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION****ELECTRICAL GENERAL REQUIREMENTS**

All work shall comply with the Night Sky Lighting ordinances, as adopted by the Gila County Board of Supervisors, with all requirements of the National Electrical Code (latest edition adopted by Gila County), and requirements of Arizona Public Service.

All materials shall be new, Underwriter listed, and standard first line products of their respective kinds.

**Materials and Methods:**

In general, no more than six circuits shall be run in a single  $\frac{3}{4}$ " homerun, if conductors are #12's or smaller. Size of all homerun conduits shall be  $\frac{3}{4}$ " minimum. Do not combine homeruns when shown separate. If conduit is greater than  $\frac{3}{4}$ ", fill shall be no more than 50% allowed by NEC.

Neutral conductors shall be #10 AWG minimum, where 2 or more 15 or 20 amp circuits share a common neutral.

Metallic tags or labels shall not be used inside switchboards, panels and/or MCC's.

Telephone plates and devices or jacks (modular) shall match electrical device plates and devices, in color and material.

Panelboards, gutters, junction boxes and other electrical equipment with removable covers shall not be painted other than original factory paint and necessary touch up paint.

Different systems shall be run in separate conduits as complete systems with conduit, wireways, boxes, etc. Examples of separate systems are as follows: 120/208 volts, 277/480 volts, fire alarm, emergency lighting and power, computer, telephone, intrusion alarms, building automation, and energy management

All wiring shall be in conduits or raceways regardless of voltage. All main service, main feeder, and general circuitry wiring shall be specified as copper. Telephone cable and power limiter cable for fire alarm systems shall be in conduit unless they are plenum rated. All shall be properly installed and supported.

Sleeves shall be specified for penetration through floor and shall extend a minimum of 1 inch AFF (above finished floor). Fireproofing shall be provided for all penetrations.

All electrical equipment, disconnects, starters, panels, devices and plates shall be installed plumb and true. All adjacent boxes shall be aligned and level. Devices will be installed with enough clearance and access to allow maintenance, repair, or calibration.

Conductor splices shall be in outlet boxes, gutters, junction boxes or pull boxes.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION****Raceways:**

Raceway systems shall be installed as complete systems. Support shall be every 10 feet and within 3 feet of boxes, cabinets, or fittings and within 18" of each change in direction.

Wiremold or similar, and equal, wireways shall be installed as complete systems using accessory fittings (elbows, end plates, tees, etc.) according to the manufacturer's recommendations assuring a rigid mechanical and electrical connection between parts. Removable wireway covers shall be accessible except as in N.E.C. 362.2. Wiremold is acceptable only in exposed locations. If a box is located behind the raceway, the opening in the raceway shall be of the same dimension as the box opening. The opening shall be provided with a bushing.

Raceway installations shall be made in such a way that no wrench or tool teeth marks are evident.

**Conduits:**

**All conduit shall be a minimum of 3/4". Exception: 1/2" conduit may be used in walls for dead end runs only.**

**Flexible Steel Conduits:**

Flexible Steel Conduits shall be used only where approved by the Owner for connection to equipment which is moveable for adjustment, mounted on isolation units for elimination of vibration and sound or for connection from a close by junction box to lay-in type light fixtures in a "T" grid ceiling. Run green ground wire in all flexible conduits. Seal tight flex shall be spirally wound steel.

Connectors for flexible steel conduit shall be of steel type. Twist on type connectors shall also be made of steel type. Under no circumstances shall runs of flexible conduit exceed six feet. Junction boxes shall be as close as possible to fixtures. Junction boxes shall be fully accessible without removing the fixture.

Type "MC" cable shall be the exception and not the norm. It shall only be used by special permission from the authority having jurisdiction. Type "MC" cable shall be of the **steel** type, color coded along its entire external length. Minimum size wire shall be #12. Light fixtures with factory "MC" whips are acceptable when approved by the Owner.

Use of Flexible Metallic Tubing or non-metallic flexible conduit is **prohibited**.

**Rigid Heavy Wall Steel conduit:**

Rigid heavy wall steel conduit shall be installed with double locknuts and an insulated metallic bushing. All surface conduits exposed to weather or subject to mechanical damage shall be Rigid Heavy Wall Steel Conduit or I.M.C. unless otherwise stated.

Where conduits enter from below, install a threaded rigid conduit coupling flush with the concrete to permit removal of the conduit above the floor.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

When conduit is removed a threaded conduit plug can be installed flush with the floor for abandonment.

Changing from one raceway to another shall be accomplished at an approved box only.

Rigid Heavy Wall Steel Conduit shall be half lap wrapped with Scotch Wrap #50 or an approved equal when installed in concrete or in earth. Rigid heavy wall steel conduit shall be hot-dipped galvanized mild steel, full weight, with clean cut sharp threads. Only approved full radius benders shall be used.

Rigid conduit shall be used in all tunnels, in concrete pours (high voltage only), wherever subjected to physical damage and shall be used in mechanical rooms 10' and below.

**General**

- Feeders of more than 100 amps, rigid or I.M.C. is acceptable.
- EMT is allowable except where physical damage might occur.
- High voltage (12,470 volts) shall be installed in rigid or IMC.
- Only **steel** compression or set screw fittings are acceptable.
- Malleable or cast construction is not acceptable.

**EMT Electrical metallic tubing**

- EMT shall be hot-dipped galvanized and shall conform to the NEC requirements.
- Only UL approved steel fittings shall be used with all EMT. Fittings may be compression type or steel set screws. Only approved full radius benders shall be used.
- Minimum size EMT shall be 3/4". 1/2" EMT may be used for dead-end runs.
- EMT may be used in furred spaces, in either metal or wood stud walls, and either exposed or concealed.
- The use of EMT over 2" ID is not acceptable.
- EMT is not approved for use in masonry walls.
- EMT shall not be installed so as to come into contact with the earth.

Where wires or cables enter or exit a conduit which is used to provide support or protection from physical damage, a fitting such as a connector and ground bushing shall be provided on the end(s) of the conduit or tubing to protect the wires or cables from abrasion and to ground the conduit. All bushings to be insulated metallic bushings appropriately rated.

Spare conduits shall be extended up from flush mounted panels to the space above false ceilings and capped. If there is no false ceiling, these conduits shall extend to an accessible location and terminate in a labeled junction box with suitable blank cover. A minimum of 1-1" spare conduit shall be provided for each 3 (or fraction thereof) one-pole spares/spaces, with at least 3 spare conduits provided.

Surface conduits shall be painted same color as surface it is attached to. Panels, gutters and other electrical equipment with removable covers shall not be painted. Conduits concealed, run in tunnels or equipment rooms shall not be painted.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION****Installation of Conduit**

Conduit shall be run concealed except in certain approved locations. Conduit shall be secured both horizontally and vertically against movement. Listed mechanical fasteners shall be used. Tie wire may only be used for securing horizontal conduit runs within stud walls. Outlet boxes, junction and pull boxes, etc., shall be installed so as not to interfere with any piping, fixtures or equipment. All boxes shall be fully accessible. Exposed conduits shall be grouped in neat parallel lines, properly supported, following the lines of the building structure as closely as possible and as directed.

Conduit shall not run through any structural member of the building except as specifically directed by a structural engineer, licensed in the State of Arizona.

No running threads will be permitted. Union fittings may be used as necessary. Rigid conduit threadless connectors or couplings, split couplings that bolt together, self-threading fittings or couplings permanently attached to conduit shall not be used unless approved by Gila County.

Ninety degree bends in conduit 1-1/2" and larger shall be made with factory bent standard conduit elbows or by hydraulic type benders.

No more than four 90 degree bends (360 degrees) shall be used between pull, or junction, boxes. No more than three 90 degree bends (270 degrees) shall be used between pull, or junction, boxes on data, communications or phone conduits.

The ends of all conduits shall be cut square, carefully reamed to full size and shouldered in fittings. EMT shall be fully seated in connector and couplings. Drip pans shall be used under threading equipment. Roller type tubing cutters shall not be used.

Conduit installation shall be such that conduits are not abraded, scraped, flattened, dented or wrinkled and the interior diameter is not effectively reduced. Install conduit in such a way that condensation or water cannot be trapped.

Perforated strap iron or plumbers tape shall not be used for hanging conduit or boxes. Use standard pipe hangers with rings and rods for all conduits suspended from ceilings. Standard 16.5 gauge Ty Wire is acceptable with prior approval but only when tied per ironworkers tie.

Runs of one conduit suspended shall be on rings with rod hangers with self-drilling anchors or other approved methods. Runs of more than one conduit suspended, shall be on a strut trapeze support with clamps. Trapeze supports shall be 1-5/8" x 1-5/8" strut channel supported by minimum 3/8" rods.

Strut clamps shall be of the nut and bolt type, minimum 300 lb. static load limit.

Drive-it straps are not acceptable. Plastic sleeve, lead anchor, rawl plugs or power driven anchors are not acceptable.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

When using all thread or bolts they must be backed on both sides with washers, lock-washers and nuts. (Floating unistrut/conduit straps etc. are not acceptable)

Electrical metallic conduits shall not touch any plumbing pipe. Where unavoidable, approved insulation shall be used.

Upon completion of all runs, all conduits shall be properly sealed until ready to pull wires.

Install pull cord in all empty conduits and install plates on all communication boxes. All boxes shall have covers or plates.

Provide moisture tight hubs for entrance from above or sides of exterior boxes, gutter, panelboards, switchboards, etc.

Short pulling elbows and 90 degree connectors shall not be used on conduit sized greater than 1".

Bushings shall be insulated throat metallic bushings, appropriately rated.

All conduit shall be terminated with a box, cabinet, panel, gutter, or a piece of electrical equipment. In fixtures, surface metal raceways and boxes where conductors pass through either factory or field punched, cut or drilled slots or holes in metal members, the conductors shall be protected by bushing material or grommets securely fastened in the opening prior to installation of the unit. Units shall have mechanical and electrical continuity. When conduits for communications, telephone or data are to be terminated by being clamped to cable tray, a threaded bushing and connector may be used in lieu of other terminal fittings at the cable tray. A Gedney CTC clamp or approved equal shall be used to clamp conduit to cable tray.

Conduit containing cables rated over 600 volts shall be identified at least every 20 feet with high visibility labeling. Transformers, switches, equipment, pull boxes, cabinets, junction boxes and gutters having voltages of more than 600 volts shall be identified as to the voltage of the cables within. Letters and numbers shall be a minimum of 2" and are to be highly visible contrasting colors. "DANGER - HIGH VOLTAGE - KEEP OUT" signs shall be permanently attached to the primary section door on transformers and on doors of sectionalizing switches of 600 volts or more. Signs are to be bilingual Spanish/English sized according to OSHA codes.

**The Firewall integrity shall not be compromised.**

**Wire and Cable**

Wire shall be 600v insulated NEC standard of the type specified below for different applications, shall bear the Underwriter's label, and shall be brought to the job in unbroken packages, showing the date of manufacture and the maximum allowable voltages. Manufacture date to be within the past year. Approved wire is Caltec, Hi-Tec, Capitol, Rome, Essex, or General. All wire shall be copper soft-drawn, annealed, having conductivity of not less than 98% pure copper.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

Wire shall be type THHN (THWN in damp locations).

Minimum wire size shall be #12 except for controls wiring. Wire of size #10 and larger shall be stranded, all motor related wiring and controls shall be stranded.

Wire shall be color coded throughout its entire length, except feeders shall be identified with multiple rings or spirals of color coding tape at terminal points and any other accessible points. Grounded and grounding conductors shall be identified continuously at all visible points.

Circuits and feeder wires shall be continuous from switch to terminal or most distant outlet.

Continuity of all conductors shall not be dependent upon device connections, where the removal of such devices would interrupt the continuity of other conductors in the circuit.

Only approved wire lubricant may be used. Any conduit run that does not allow conductors to be pulled readily, will be condemned and the run must be replaced by other conduit satisfactory to the Owner.

Joints in wiring #8 B & S gauge, and larger, shall be made with compression only connectors.

Branch circuits shall be tagged in the load centers, with circuit numbers to correspond to the plans.

Joints shall be covered with a layer of rubber tape, then thermoplastic tape. Plastic electrical insulating tape shall be flame retardant and weather resistant, of premium grade vinyl plastic, resistant to hot and cold weather, 7 mil tape that applies well at 0 degree F, has an operating range up to 220 degrees F, and shall meet the requirements of ASTM D-3005-72, Type 1, UL 510 and HHI-595C. CAS Bulletin No. 561A (105 degrees C.).

When using twist on wire connectors, wires shall be twisted together, with pliers, before applying connector.

Carefully cable all wires, in panelboards, gutters, and wireways, in a neat arrangement, with termination located directly opposite terminals. Leave wire loops not less than 6" long, in each outlet box, even if wires do not stop in the box.

Color code wire throughout including feeders, branch circuits and equipment ground conductors, as specified and as indicated:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

PHASE	120/208 VOLTS	277/480 VOLTS
A	BLACK	BROWN
B	RED	ORANGE
C	BLUE	YELLOW
NEUTRAL	WHITE	GRAY
GROUND	GREEN	GREEN
Isolated Grnd	GREEN/Orange Stripe	GREEN/Orange Str.

Wiring for switches shall be the same color as phase wire. Colored insulation shall be used up through No. 6 conductors. Conductors No. 4 and larger may be phase coded with multiple bands of 1/2" wide color coding tape at all accessible locations. Grounded wires (neutral) and ground wires shall have a continuous color coding at all accessible locations. Maintain the same conductor color coding from incoming line to last device.

**Boxes:**

Boxes shall be 4" square as a minimum. For convenience outlets, switch, data, telephone, fire alarm system or intercom outlets use a 4" square or larger box with plaster ring.

Outlet boxes, junction boxes and switch boxes shall be galvanized code-gauge steel. Conduit body type case FD/FS boxes with cast lugs shall be used where exposed to the weather and where subject to moisture or mechanical damage. FD/FS covers shall be used with these boxes. Do not compromise integrity of FD/FS boxes by drilling holes in box for fastening.

For outlets in unplastered masonry walls use masonry boxes of the proper depth. The face of all boxes shall be vertical and not more than 1/4" in from the finished surface. The mason and electrical contractor shall be mutually responsible for the proper execution of masonry work. Handy boxes or handy box extension rings shall not be used.

Use of more than one extension ring is not acceptable.

Ceiling outlet boxes shall be equipped with 3" plaster rings. Fixture studs shall be provided, if fixture is to be mounted directly on box.

Boxes shall not be installed back to back, even if associated with different systems.

Receptacles installed in a horizontal manner shall be installed so that the neutral is to the top.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

All boxes shall be grounded to conduit system, and bonded to the equipment ground, which shall be bonded to the equipment ground screw, on all devices.

In walls or ceilings of non-combustible material, boxes will not set back more than 1/4". In walls of wood or other combustible material, boxes shall be flush with the finished surface. There shall be no broken surfaces, gaps or open spaces at the edge of boxes.

All surface mounted fire alarm break stations shall be mounted on back-boxes specifically made for the purpose and red in color.

**Pull and Junction Boxes**

Pull boxes and junction boxes shall be identified as to which circuit and panel the run feeds from, i.e., Panel E - Cir. 16-18-20.

Boxes shall be galvanized or metal with baked enamel. Boxes shall be constructed with suitable barriers separating the different systems. Boxes shall be provided with removable covers, secured with machine screws. Gangable boxes shall be used for remodel fish jobs only.

Conduit shall enter boxes through tight fitting bored or punched clearance holes and be secured to boxes. Provide inserts, or expansion anchors, rods and angle iron members to support pull boxes independently of the conduit runs. Conduit shall enter boxes at right angle with no binding. Offsets shall be used as necessary for proper fit. Offset connectors are not acceptable.

Install junction boxes or pull boxes in order to facilitate the pulling in of wires or cables. Runs shall not exceed 90 feet between boxes.

Branch circuits shall be left tagged in the panel boards and pull boxes for the purpose of distinguishing the various circuits. Tags to be plainly marked with indelible ink, and attached to the wires.

Conduit bodies larger than 1-1/4" shall not be used. SLB fittings are not approved.

Conduit connections shall not be made to box covers.

Pull and junction boxes shall be grounded to conduit system, and bonded to the equipment ground, which shall be bonded to the equipment ground screw, on all devices.

**Support of Boxes**

Boxes shall be accurately placed, rigidly and securely supported from the structure. Boxes for concealed work shall be set flush with the finished surfaces of the walls or ceilings. Boxes may be supported by rods from the ceilings, only when fitted with approved support devices.

Approved bar hangers, fitted with fixture studs, shall be used to support boxes in ceilings.

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

Data and telephone outlet boxes shall be located at heights to match adjoining receptacles unless noted differently for wall mount phone. In remodeled locations box heights shall match existing.

**Receptacles**

Typical Receptacles: Leviton 20A-125V TR Decora, T5825-W  
Provide GFCI and Dedicated Outlets as shown on the drawings and as required by NEC.

Receptacles shall be 18" to bottom in stud walls (per the requirements of the Americans With Disabilities Act of 1990), or 48" or 40" where table, work benches and counters occur, or as noted

Cover plates: Matching Leviton plates. White nylon. All plates shall be commercial spec grade. Plates shall be specified for all openings, with devices or blank. All plates shall match devices.

**Switches**

Typical Switch: Leviton SP WHT 20A, 5621-2W Color: White  
3-Way Switch: Leviton 3WAY WHT 20A, 5623-2W Color: White

All switches to have body securely locked to bridge by staked screw assembly. Back wire through a hole with clamp type wiring assembly suitable for stranded wire.

Toilet rooms shall be equipped with motion sensing switches for both lights and fans.

Switch plate covers: Matching Leviton plates. White nylon in low impact areas or stainless steel, where required by the Owner. Matching plates in exposed wiring, j-box, to be steel, rounded to box edge. Oversized plates are not acceptable.

Wall switches shall be on the latching side of doors. All switches shall be 48" high to the bottom of the switch, except where located in cabinets, see details.

**LIGHTING-****Ceiling Lighting Fixtures:**

Manufacturer: Elite

**Offices:** 24-OT-3-32-T8-A12-L35K-C3

Manufacturer: Hubbell

**Bathrooms:** JT822-232U6G-FSA12-EU-FO735-C388

**Exterior Light:**

Hubbell

Type: 1NC-9LU-5K-3-1 (20 watt LED 120/277 bronze exterior fixture with acrylic diffuser)

**Emergency Light: Combo exit and Emergency light:**

Manufacturer: Compass

Type: CCR

**Exit Sign Only: CER**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

Fixtures mounted in plaster or drywall ceiling shall be rigidly supported in approved manner with channel supported across plaster framing. Provide proper plaster frames for all fixtures requiring them. Wiring for fluorescent fixtures is to be accessible after fixture installation, without requiring removal of the fixture from the ceiling. Mount all fixtures with a minimum of three 1/4" bolts for 1' x 8' fixtures, two 1/4" bolts for 1' x 4' fixtures, and four 1/4" bolts for 2' x 4' fixtures. Only approved anchors shall be used (Toggle bolt may not be used in damp location).

Recessed fixtures shall be supported to the supporting building structure above (not the roof deck). All fixtures shall be supported on at least two points (opposite corners each individual fixture). Support shall be with #12 gauge wire with a minimum of 3 twists of wire at each point of attachment. Two or more wires shall not be supported by a single anchor. Two or more fixtures shall not be supported by a single wire. Points of attachment and anchoring shall be approved by the Engineer. Install strut channel as necessary to provide support between building structure.

Contractor shall note that if certain areas in the building contain fire rated ceilings which require fire rated enclosures, the fixtures supplied for use in these areas shall be approved and suitable for the purpose.

**PHONE / DATA:**

Contractor shall coordinate with Gila County Facility Services' subcontractor and/or in-house personnel whom will be installing these systems. Contractor shall provide wall, floor or ceiling box at location identified on the plan, conduit and pull wiring in place for phone and data wiring use.

**SECURITY SYSTEMS:**

Contractor shall coordinate with Gila County Facility Services' subcontractor and/or in-house personnel whom will be installing these systems.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION



**DRAWINGS**

**2012 IBC  
COMMERCIAL CODE REVIEW  
Globe Copper Admin Bldg.**

**Occupancy Type: B Occupancy**

**Sprinklers Required: N**  
**Sprinklers Provided: Y**

Notes:

- 303.1.1 Small buildings and tenant spaces used for assembly purposes with an occupant load of less than 50 people shall be classed as a B occupancy.

**Height and Area Requirements:**

**Occupancy Type: B**  
**Construction Type: VB**  
**Proposed Area: 120' x 166.5' = 19,980 sq.ft.**

**Allowable Area: 9,000 sq.ft.**  
**506.3 Area Increase (300%): Fire Sprinkler system, one story**  
**Revised Allowable Area: 27,000 sq.ft. > 19,980 sq.ft. OK**

**Proposed Height: 1 Story**  
**Allowable Height: 2 Story**

**Exterior Wall & Opening Requirements (Chapter 6)**

**Occupancy Type: B**  
**Distance to Property Line or other structures: >10' No opening protection required.**

**Fire Protection Systems (Chapter 9)**

903 Fire Sprinkler System: B Occupancy: Not Required  
Area Increase: Required. To be provided.  
906 Portable Fire Extinguisher: See Plan locations  
907 Fire Alarm / Detection System: Required: B Occupancy < 500P: Not Required. To be provided.

**Means of Egress (Chapter 10)**

Room Name / Use:	Administrative Offices	Adult Probation Offices
Area:	9,990 sq.ft.	9,990 sq.ft.
Sq.ft / Person:	100/Person (Gross)	100/Person (Gross)
Max People:	100	100
# Exits Required:	2	2
Travel Distance Allowable:	300'	
Travel Distance Provided:	See Emergency Egress Plan	
Common Egress Path:	See Emergency Egress Plan	
Width of Egress:	3' Minimum Required, 40" Minimum Provided.	
Means of Egress Illumination:	Provided, See Emergency Plan	
Exit Signs:	Provided, See Emergency Egress Plan	
1024 Luminous Egress Path Markings		

**Accessibility (See Site Plan)**

Parking Space(s)  
Accessible Route  
Stairs / Ramps  
Lighting  
Doors and maneuvering clearances  
Restrooms: Provided, See Plan

## Restroom Requirements (Chapter 29)

Separate Facilities Exception: No

Occupancy Type: B

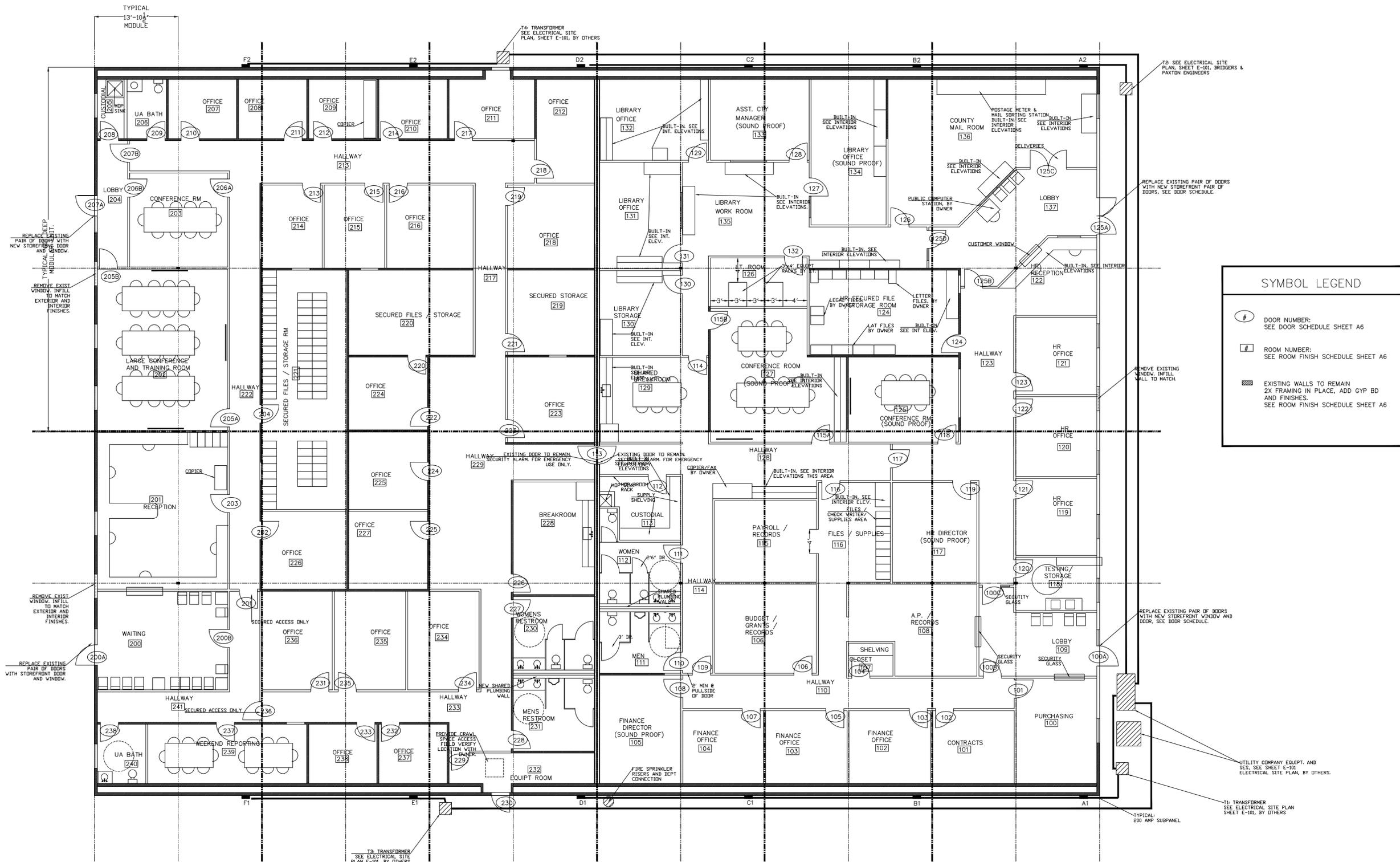
# People: 200 People

Male: 100 Female: 100

Mop sink: 1 required, 2 provided

	<u>WC F</u>	<u>WC M</u>	<u>UR M</u>	<u>LAV F</u>	<u>LAV M</u>
Requirement	1/25 for 1 <sup>st</sup> 50		May replace	1/40 for 1 <sup>st</sup> 80	
	1/50 for rest		50% Max WC	1/80 rest	
# Required	5	5		3	3
Provided	5	4+2	(Replaces 1)	4	4+2

**CJP 4/16/15**



SYMBOL LEGEND	
(#)	DOOR NUMBER: SEE DOOR SCHEDULE SHEET A6
[#]	ROOM NUMBER: SEE ROOM FINISH SCHEDULE SHEET A6
[Hatched Box]	EXISTING WALLS TO REMAIN 2X FRAMING IN PLACE, ADD GYP BD AND FINISHES. SEE ROOM FINISH SCHEDULE SHEET A6

# FLOOR PLAN

SCALE: 1/8" = 1' - 0"



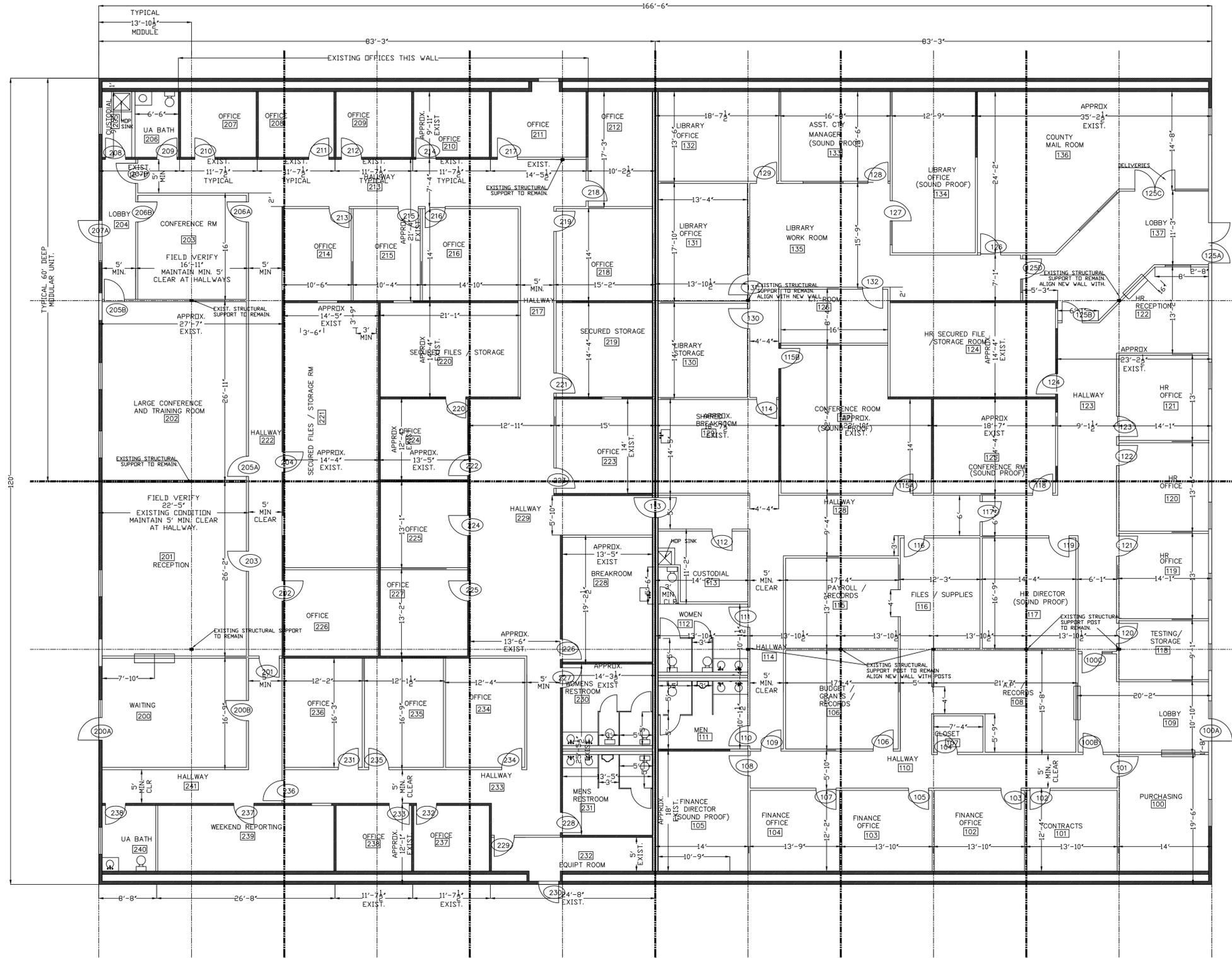
GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA



COPPER ADMIN BLDG  
GLOBE, AZ

4/20/15  
CARYN PAIGE

A1



GENERAL NOTES:  
 CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. CONTACT OWNER IF DISCREPANCY IS FOUND.  
 EXISTING WALLS ARE FRAMED ONLY. CONTRACTOR SHALL INSTALL NEW GYP.BD. AND FINISHES AS IDENTIFIED ON THE ROOM FINISH SCHEDULES.

SHEET INDEX	
A1	FLOOR PLAN
A2	DIMENSIONED FLOOR PLAN
A3	EMERGENCY PLAN
A4	SPECIAL FLOOR LOADING PLAN
A5	SPECIAL WALLS PLAN / DETAILS
A6	ROOM FINISH AND DOOR SCHEDULES
A7	MILLWORK, INTERIOR ELEVATIONS
A8	MILLWORK, INTERIOR ELEVATIONS
A9	MILLWORK, INTERIOR ELEVATIONS
A10	REFLECTED CEILING PLAN
E2	ELECTRICAL LIGHTING PLAN
E3	ELECTRICAL POWER FLOOR PLAN
P1	PLUMBING FLOOR PLAN

SEE SITE CIVIL, SITE ELECTRICAL AND MECHANICAL ENGINEERED PLANS BY OTHERS, ATTACHED.

# DIMENSIONED PLAN

SCALE: 1/8" = 1' - 0"

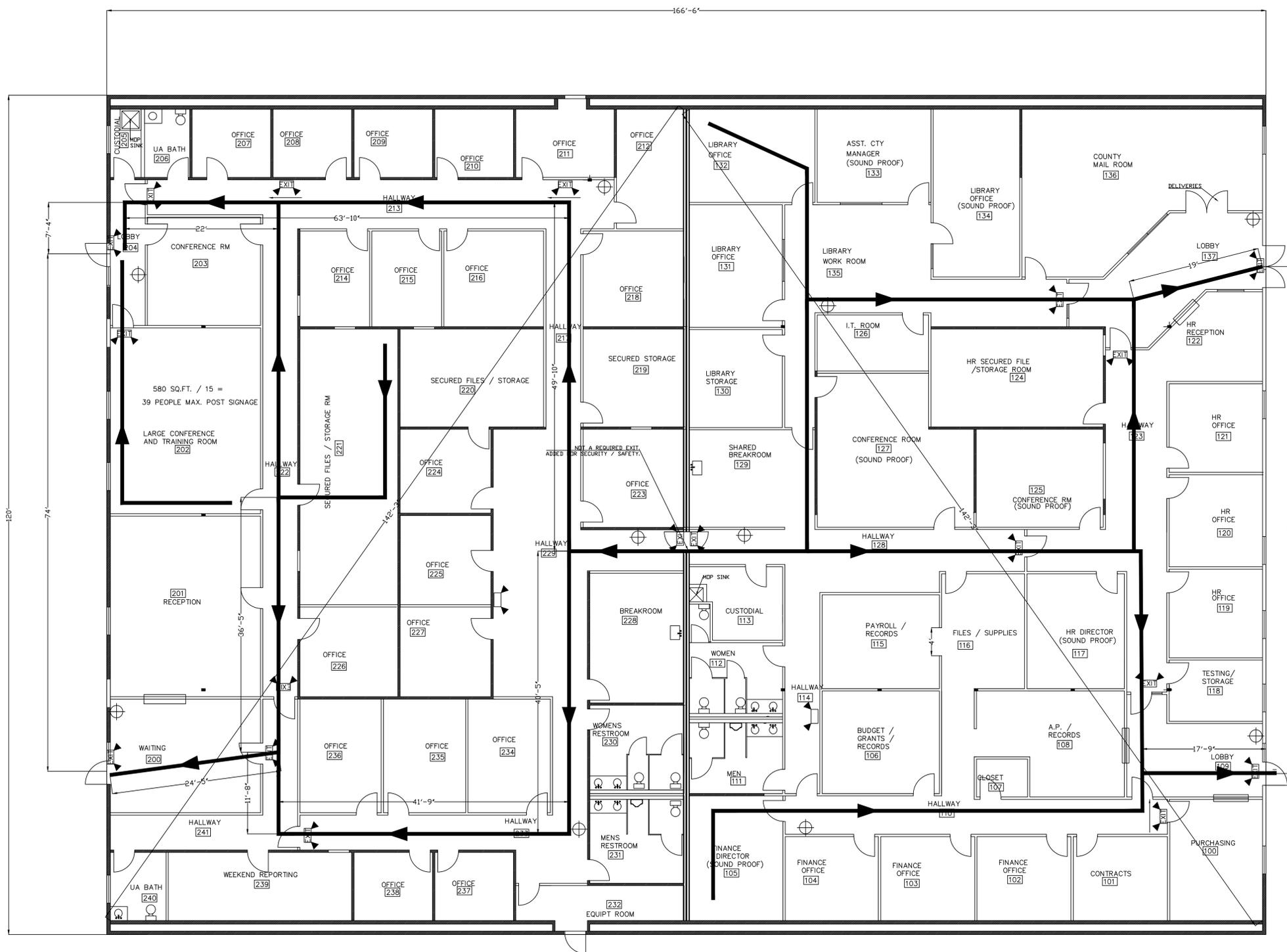


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 PUBLIC WORKS DEPT.  
 GLOBE, ARIZONA

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4/20/15  
 CARYN PAIGE

A2



# EMERGENCY PLAN

SCALE: 1/8" = 1' - 0"

### SCHEDULE

- LIGHTED EXIT SIGN AND EGRESS LIGHTING
- LIGHTED DIRECTIONAL EXIT SIGN AND EGRESS LIGHTING
- EGRESS LIGHTING
- 5-ABC FIRE EXTINGUISHER IN RECESSED CABINET

SEE TECHNICAL SPECIFICATIONS FOR FIXTURE TYPE AND REQUIREMENTS.

### CODE REVIEW

CONSTRUCTION TYPE: VB  
 OCCUPANCY TYPE: B

ALLOWABLE AREA: 9,000 SQ.FT.  
 ALLOWABLE STORIES: 2  
 PROPOSED STORIES: 1  
 AREA INCREASES: 300 %, 1 STORY,  
 FOR FIRE SPRINKLER SYSTEM.  
 ALLOWABLE AREA 27,000 SQ.FT.  
 PROPOSED AREA: 20,160 SQ.FT.

MAXIMUM OCCUPANCY:  
 ADULT PROBATION: 100 PEOPLE, 2 EXITS REQ.  
 ADMINISTRATION: 100 PEOPLE, 2 EXITS REQ.

MAXIMUM TRAVEL DISTANCE:  
 REQUIRED: 300' TABLE 1016.2 W/SPRINKLERS  
 PROVIDED: 121' MAX.

COMMON PATH OF EGRESS TRAVEL  
 MAXIMUM: 100' TABLE 1014.3 W/SPRINKLERS  
 PROVIDED: <30' MAX.

BUILDING EQUIPPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM, PER NFPA 13 TO BE PROVIDED BY FIRE SPRINKLER CONTRACTOR. SEE SITE PLAN FOR FDC CONNECTION LOCATION.

BUILDING TO HAVE A CLASS A FIRE ALARM SYSTEM, PER NFPA 72, TO BE PROVIDED BY CONTRACTOR AND APPROVED BY THE STATE F.M.

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**GENERAL NOTES**

SHADED AREAS ARE TO RECEIVE INCREASE FLOOR SUPPORT, TO BE PROVIDED BY MODULAR SOLUTIONS AS PART OF THE UNIT SETUP. MODULAR SOLUTIONS TO PROVIDE OFFICE OF MANUFACTURED HOUSING APPROVED FOUNDATION PLAN WITH MAX. FLOOR LOADING ALLOWED, CLEARLY STATED.

INCREASE FLR SUPPORT PLAN

SCALE: 1/8" = 1' - 0"



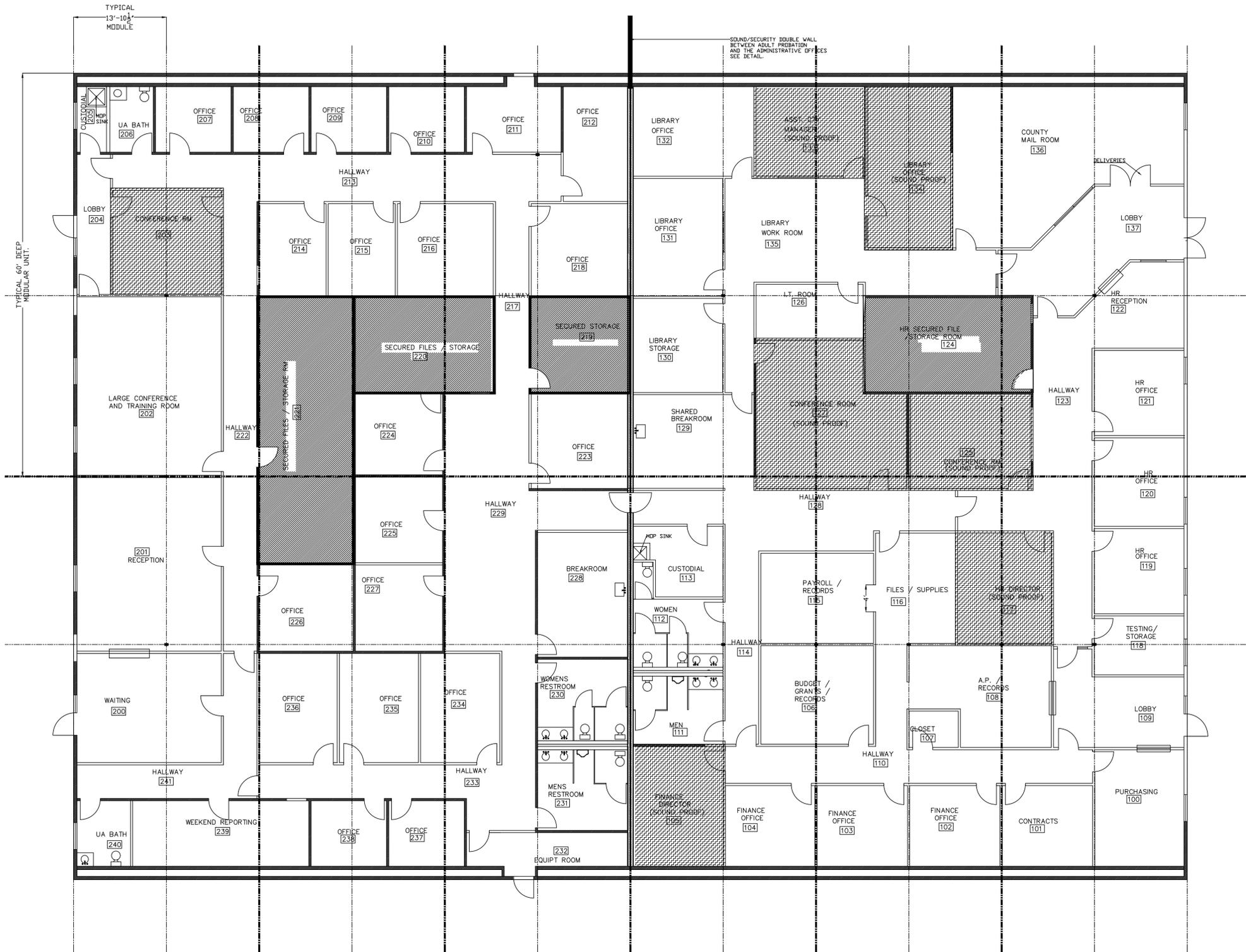
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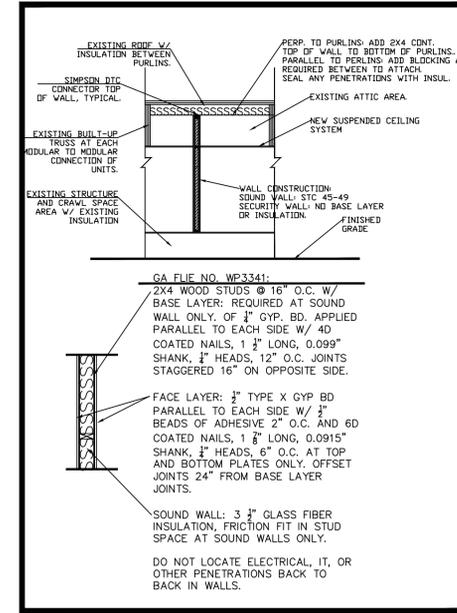
4/20/15  
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A4

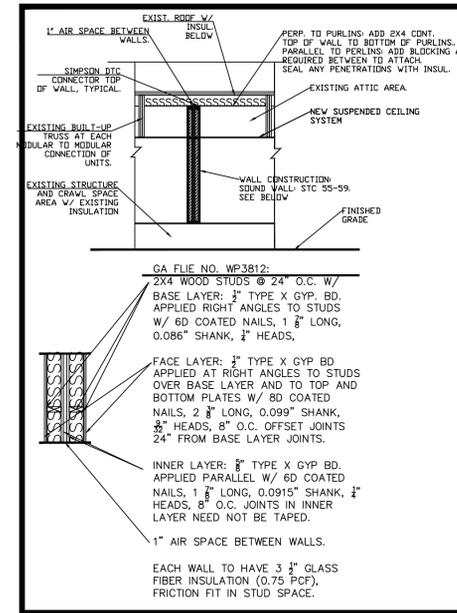


# SECURITY / SOUNDPROOF PLAN

SCALE: 1/8" = 1' - 0"



## SOUND/SECURITY WALL



## DOUBLE SOUND WALL @ MAIN CENTER WALL

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DOOR / HARDWARE SCHEDULE										
DOOR NO.	ROOM NAME	DOOR				FRAME		HARDWARE GROUP		REMARKS
		WIDTH	HEIGHT	THK	TYPE	MATERIAL FINISH	GROUP	SECURITY KEYPAD		
100A	LOBBY 109	PR, 3'-0"	6'-8"	1 3/4"	AL-1A	H.M. / PAINT	6	YES	COORDINATE WITH STOREFRONT SYSTEM	
100B	LOBBY 109	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5	YES		
101	PURCHASING OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
102	CONTRACTS OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
103	FINANCE OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
104	CLOSET	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	2			
105	FINANCE OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
106	BUDGET / GRANT / RECORDS OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
107	FINANCE OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
108	FINANCE DIRECTORS OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
109	HALLWAY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5			
110	MENS RESTROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
111	WOMENS RESTROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
112	CUSTOMAL	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
113	SHARED DOOR BETWEEN SUITES	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	5	YES	180 DEGREE SWING, TO EACH SIDE SOUND PROOF STC 55 OR BETTER	
114	BEARROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	1			
115A	CONFERENCE ROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	4			
115B	CONFERENCE ROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	4			
116	FILES / SUPPLIES / HALLWAY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	2			
117	HALLWAY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5			
118	CONFERENCE ROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	4			
119	HR OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
120	HR TESTING / STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	2			
121	HR OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
122	HR OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
123	HR OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
124	HR SECURED FILE / STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	2			
125A	LIBRARY 137	PR, 3'-0"	6'-8"	1 3/4"	AL-3	H.M. / PAINT	6	YES	COORDINATE WITH STOREFRONT SYSTEM	
125B	HR OFFICES	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5	YES		
125C	LOBBY TO MAIL ROOM	PR, 3'-0"	6'-8"	1 3/4"	WD-3	H.M. / PAINT	5	YES		
125D	LIBRARY OFFICES	3'-0"	6'-8"	1 3/4"	AL-2	H.M. / PAINT	5	YES	COORDINATE WITH STOREFRONT SYSTEM (2' WIDE SIDE-LITE)	
126	MAIL ROOM TO LIBRARY OFFICES	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
127	LIBRARY OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
128	ASST. CITY MANAGER OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
129	LIBRARY OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
130	LIBRARY STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
131	LIBRARY OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
132	IT ROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1	YES		

SEE TECHNICAL SPECIFICATIONS FOR PRODUCT INFORMATION

HARDWARE GROUP		H.M.	HOLLOW METAL
1	OFFICE	S.C.	SOLID CORE WOOD
2	STORAGE		
3	RESTROOM		
4	CONFERENCE ROOM		
5	HALLWAY		

DOOR / HARDWARE SCHEDULE										
DOOR NO.	ROOM NAME	DOOR				FRAME		HARDWARE GROUP		REMARKS
		WIDTH	HEIGHT	THK	TYPE	MATERIAL FINISH	GROUP	SECURITY KEYPAD		
200A	WAITING	3'-4"	6'-8"	1 3/4"	AL-1B	H.M. / PAINT	6	YES	COORDINATE WITH STOREFRONT SYSTEM (2'8" WIDE SIDE-LITE)	
200B	WAITING	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	5	YES		
201	HALLWAY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5	YES		
202	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
203	RECEPTION	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
204	SECURED FILES / STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	2			
205A	CONFERENCE / TRAINING ROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	4	YES		
205B	CONFERENCE / TRAINING ROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	4			
206A	CONFERENCE ROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	4	YES		
206B	CONFERENCE ROOM	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	4			
207A	LOBBY	3'-4"	6'-8"	1 3/4"	AL-1A	H.M. / PAINT	6	YES	COORDINATE WITH STOREFRONT SYSTEM (2'8" WIDE SIDE-LITE)	
207B	LOBBY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5	YES		
208	CUSTOMAL	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
209	UA BATH	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
210	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
211	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
212	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
213	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
214	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
215	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
216	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
217	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
218	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
219	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
220	SECURED STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	2	YES		
221	SECURED FILES / STORAGE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3	YES		
222	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
223	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
224	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
225	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
226	BREAKROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	4			
227	WOMENS RESTROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
228	MENS RESTROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
229	EQUIPMENT ROOM	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			
230	EQUIPMENT ROOM	EXISTING EXTERIOR DOOR								
231	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
232	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
233	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
234	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
235	OFFICE	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
236	HALLWAY	3'-0"	6'-8"	1 3/4"	WD-2	H.M. / PAINT	5	YES		
237	WEEKEND REPORTING	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	1			
238	UA BATH	3'-0"	6'-8"	1 3/4"	WD-1	H.M. / PAINT	3			

SEE TECHNICAL SPECIFICATIONS FOR PRODUCT INFORMATION

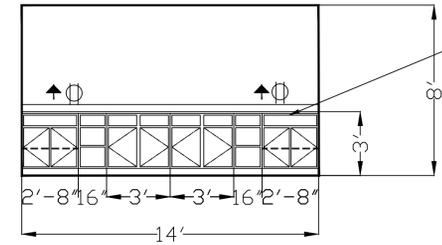
HARDWARE GROUP		H.M.	HOLLOW METAL
1	OFFICE	S.C.	SOLID CORE WOOD
2	STORAGE		
3	RESTROOM		
4	CONFERENCE ROOM		
5	HALLWAY		

ROOM FINISH SCHEDULE										
ROOM NO.	ROOM NAME	FLOOR				WALL FINISH				CEILING
		FINISH	BASE	NORTH	SOUTH	EAST	WEST	FINISH	HEIGHT	REMARKS
100	PURCHASING OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
101	CONTRACTS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
102	FINANCE OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
103	FINANCE OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
104	FINANCE OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
105	FINANCE DIRECTORS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
106	BUDGET/GRANTS/RECORDS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
107	CLOSET	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
108	ACTS PAYABLE/RECORDS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
109	LOBBY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
110	HALLWAY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
111	MENS RESTROOM	C.T.	C.T.	C.T. TO 6' AFF	G.B./PAINT	G.B./PAINT	G.B./PAINT	C.T. TO 6' AFF	ACT	8'
112	WOMENS RESTROOM	C.T.	C.T.	C.T. TO 6' AFF	G.B./PAINT	G.B./PAINT	G.B./PAINT	C.T. TO 6' AFF	ACT	8'
113	CUSTOMAL	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
114	HALLWAY	VCT	VINYL	NA	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
115	PATRICK / RECORDS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
116	FILES / SUPPLIES / HALLWAY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
117	H.R. DIRECTORS OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
118	H.R. TESTING / STORAGE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
119	H.R. OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
120	H.R. OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
121	H.R. OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
122	H.R. RECEPTION	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
123	HALLWAY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
124	H.R. SECURED FILE / STORAGE	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
125	CONFERENCE ROOM	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
126	IT ROOM	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
127	CONFERENCE ROOM	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
128	HALLWAY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
129	BREAKROOM	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
130	LIBRARY STORAGE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
131	LIBRARY OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
132	LIBRARY OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
133	ASST. CITY MANAGER OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
134	LIBRARY OFFICE	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
135	LIBRARY WORKROOM	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
136	MAILROOM	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
137	LOBBY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'

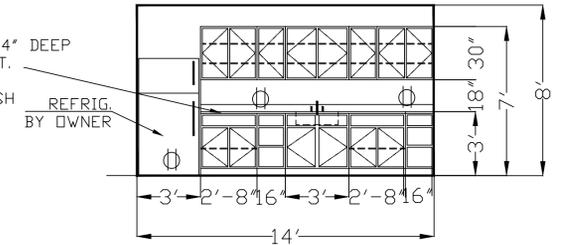
SEE TECHNICAL SPECIFICATIONS FOR PRODUCT INFORMATION

VCT		VINYL COMPOSITION TILE	
G.B.	GYPSUM BOARD	CARPET	SEE TECHNICAL SPECIFICATIONS FOR BROADLOOM AND MODULAR CARPET LOCATIONS
C.T.	CERAMIC TILE		
FRP	FIBER REINFORCED PLASTIC PANEL		
ACT	ACOUSTICAL CEILING TILE (SUSPENDED SYSTEM)		

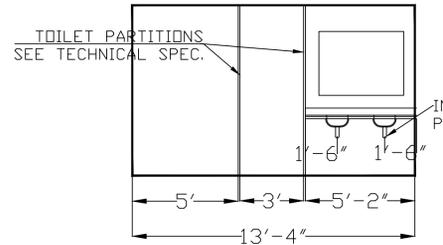
ROOM FINISH SCHEDULE										
ROOM NO.	ROOM NAME	FLOOR				WALL FINISH				CEILING
		FINISH	BASE	NORTH	SOUTH	EAST	WEST	FINISH	HEIGHT	REMARKS
200	WAITING	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
201	RECEPTION	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
202	CONFERENCE / TRAINING ROOM	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
203	CONFERENCE ROOM	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
204	LOBBY	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'
205	CUSTOMAL	VCT	VINYL	FRP TO 6'	G.B./PAINT	FRP TO 6'	G.B./PAINT	FRP TO 6'	ACT	8'
206	UA BATH	VCT	VINYL	FRP TO 6'	G.B./PAINT	FRP TO 6'	G.B./PAINT	FRP TO 6'	ACT	8'
207	OFFICE	CARPET	VINYL							



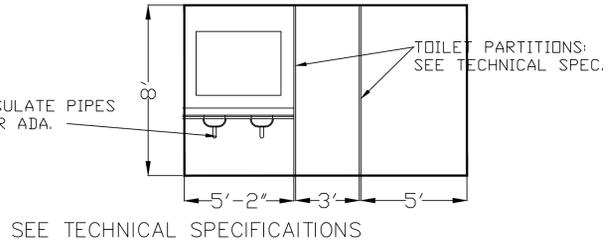
CONFERENCE RM 127  
SCALE: 1/4"=1'-0"



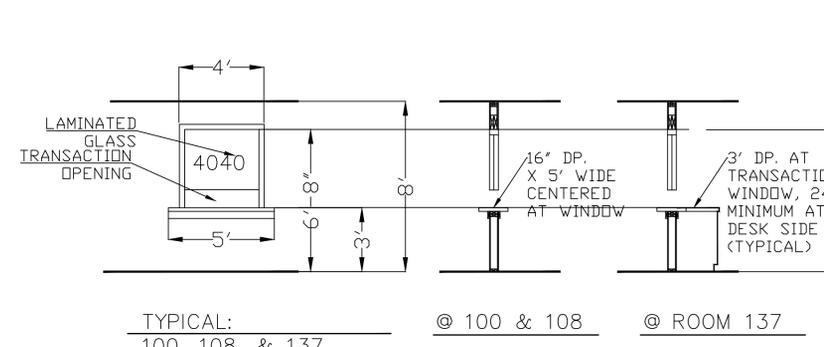
BREAKROOM 129  
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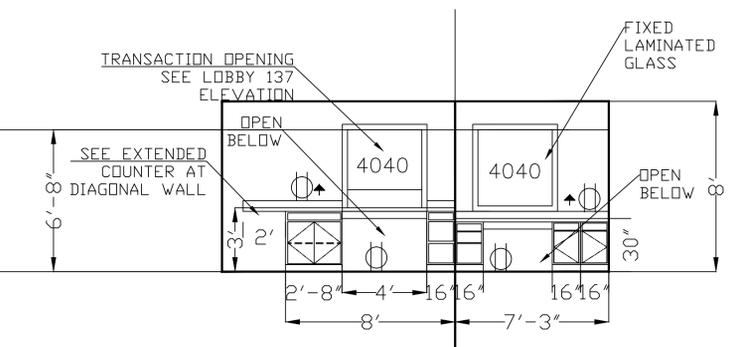
MENS RM 111  
SCALE: 1/4"=1'-0"



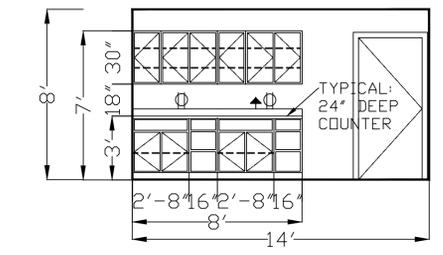
WOMENS RM 112  
SCALE: 1/4"=1'-0"



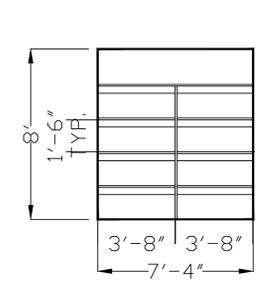
TRANSACTION WINDOWS  
SCALE: 1/4"=1'-0"



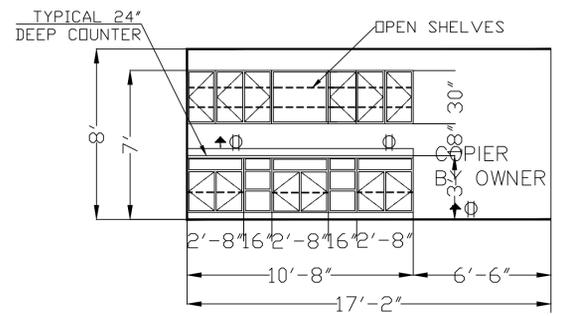
HR RECEPTION 122  
SCALE: 1/4"=1'-0"



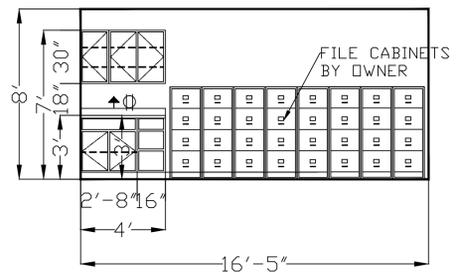
HR SECURED FILE/STG 124  
SCALE: 1/4"=1'-0"



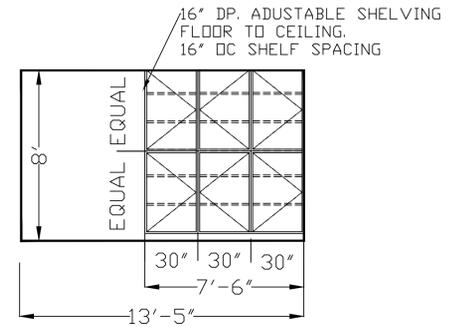
FINANCE STG 107  
SCALE: 1/4"=1'-0"



HALLWAY 128 (COPY AREA)  
SCALE: 1/4"=1'-0"



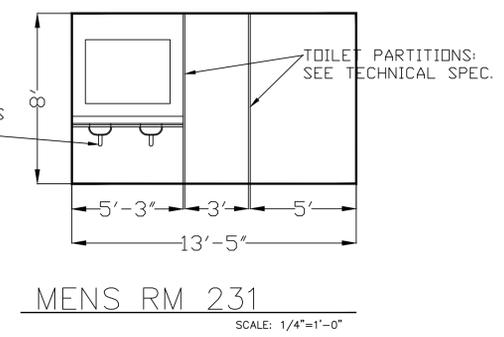
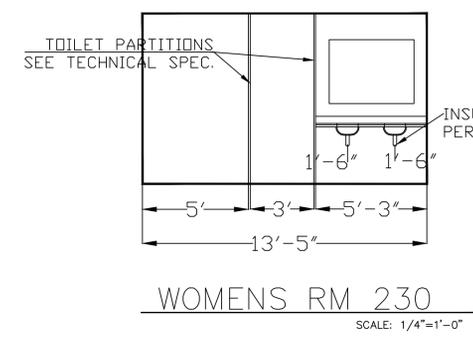
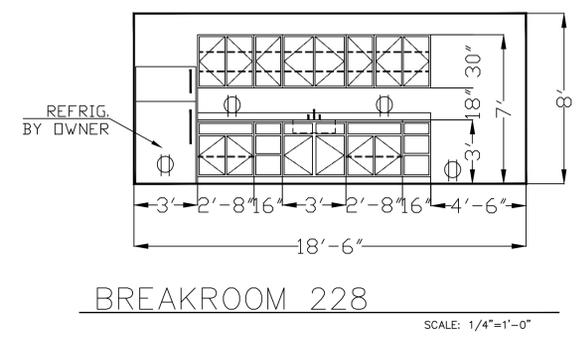
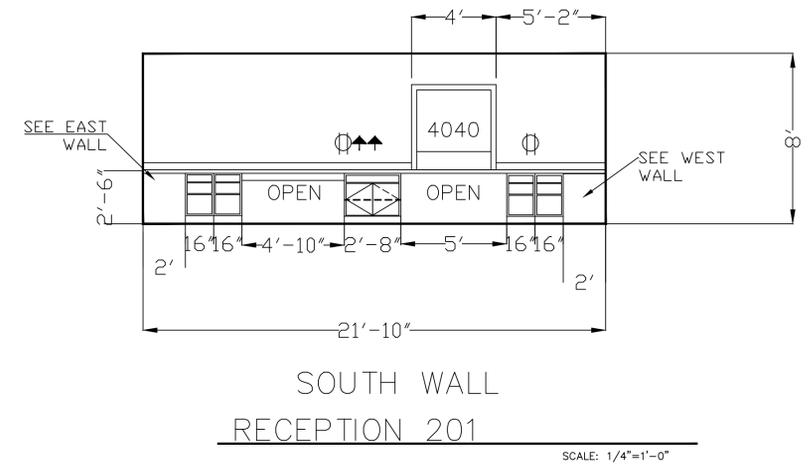
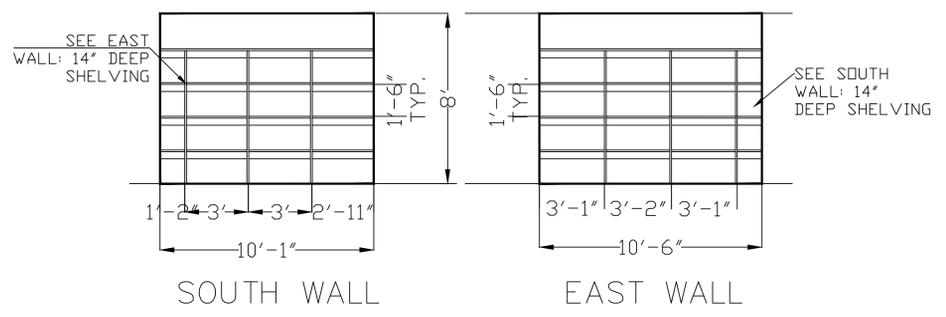
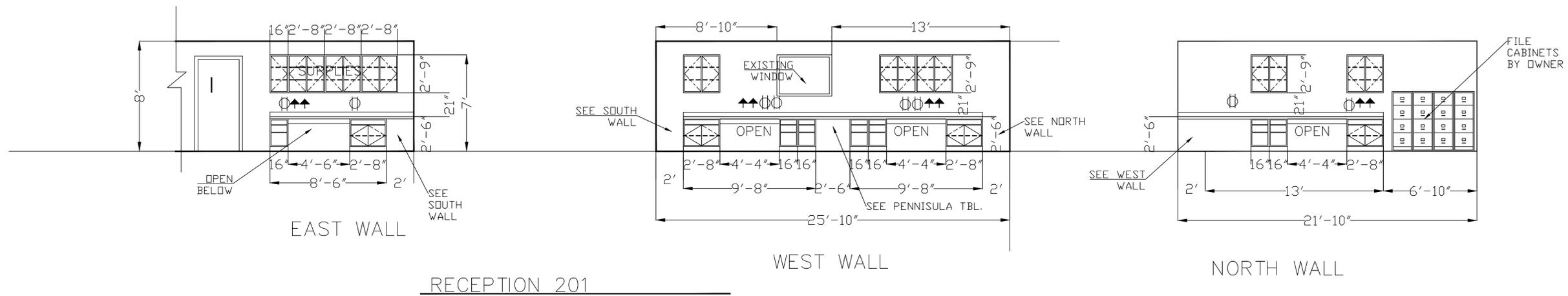
FINANCE HALL 116  
SCALE: 1/4"=1'-0"



HR TESTING/STORAGE 118  
SCALE: 1/4"=1'-0"

HR AND FINANCE  
MILLWORK ELEVATIONS  
SCALE: 1/4"=1'-0"

**GENERAL NOTES:**  
FIELD VERIFY ALL DIMENSIONS WITH AS BUILT CONDITIONS.  
ALL SHELVING TO BE ADJUSTABLE.  
SEE TECHNICAL SPECIFICATIONS FOR MILLWORK CONSTRUCTION REQUIREMENTS  
ADA ACCESSIBILITY PER ICC A117.1-2009



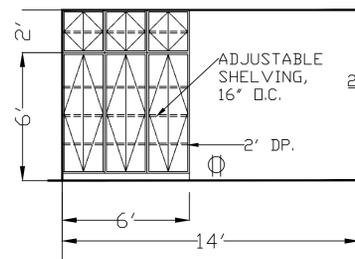
SEE TECHNICAL SPECIFICATIONS FOR ADA REQUIREMENTS

# ADULT PROBATION MILLWORK ELEVATIONS

SCALE: 1/4"=1'-0"

**GENERAL NOTES:**

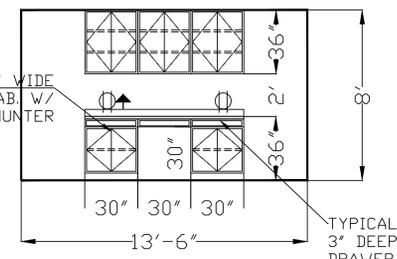
- FIELD VERIFY ALL DIMENSIONS WITH AS BUILT CONDITIONS.
- ALL SHELVING TO BE ADJUSTABLE.
- SEE TECHNICAL SPECIFICATIONS FOR MILLWORK CONSTRUCTION REQUIREMENTS
- ADA ACCESSIBILITY PER ICC A117.1-2009



WEST WALL

LIBRARY STORAGE 130

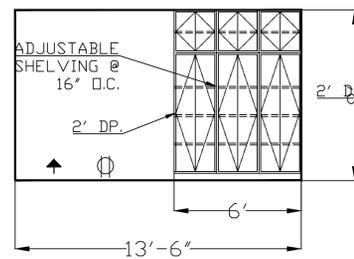
SCALE: 1/4"=1'-0"



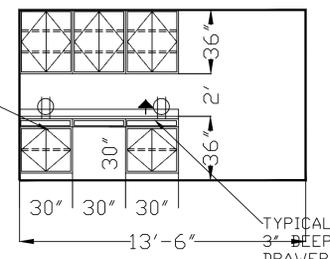
NORTH WALL

LIBRARY OFFICE 131

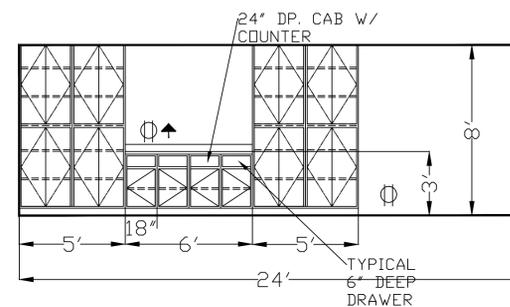
SCALE: 1/4"=1'-0"



NORTH WALL

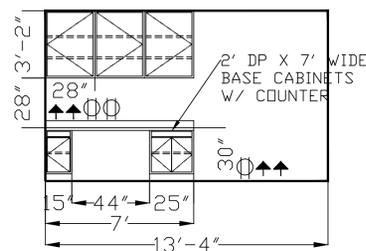


SOUTH WALL



LIBRARY OFFICE 134

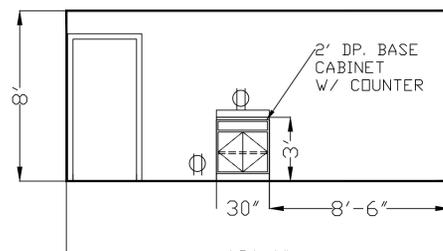
SCALE: 1/4"=1'-0"



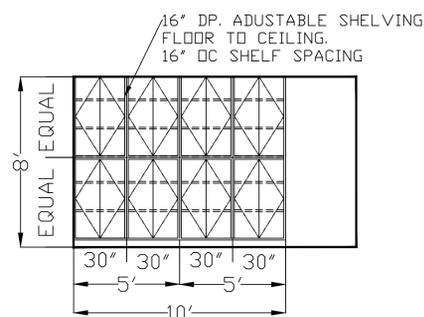
WEST WALL

LIBRARY OFFICE 132

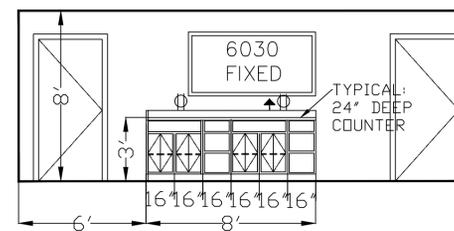
SCALE: 1/4"=1'-0"



SOUTH WALL



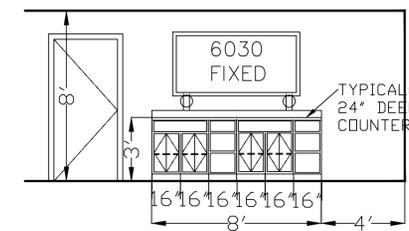
EAST WALL



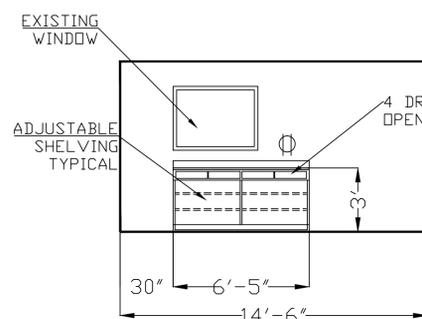
NORTH WALL

LIBRARY WORK ROOM 135

SCALE: 1/4"=1'-0"



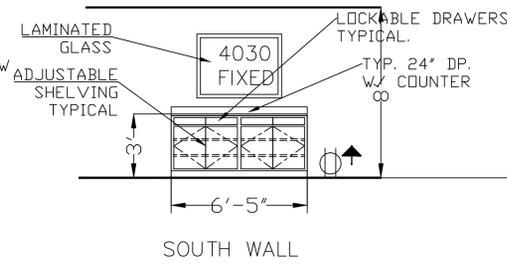
WEST WALL



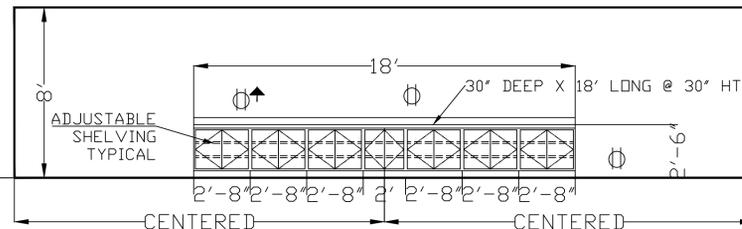
EAST WALL

MAILROOM 136

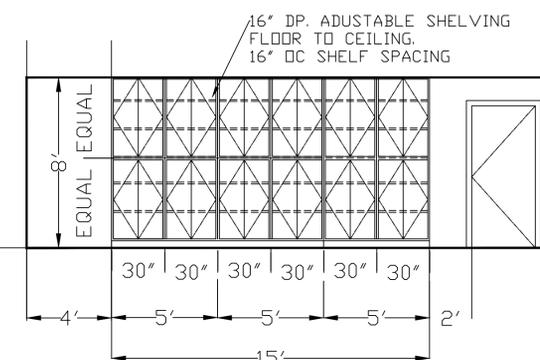
SCALE: 1/4"=1'-0"



SOUTH WALL



NORTH WALL



SOUTH WALL  
LIBRARY WORKRM 135

SCALE: 1/4"=1'-0"

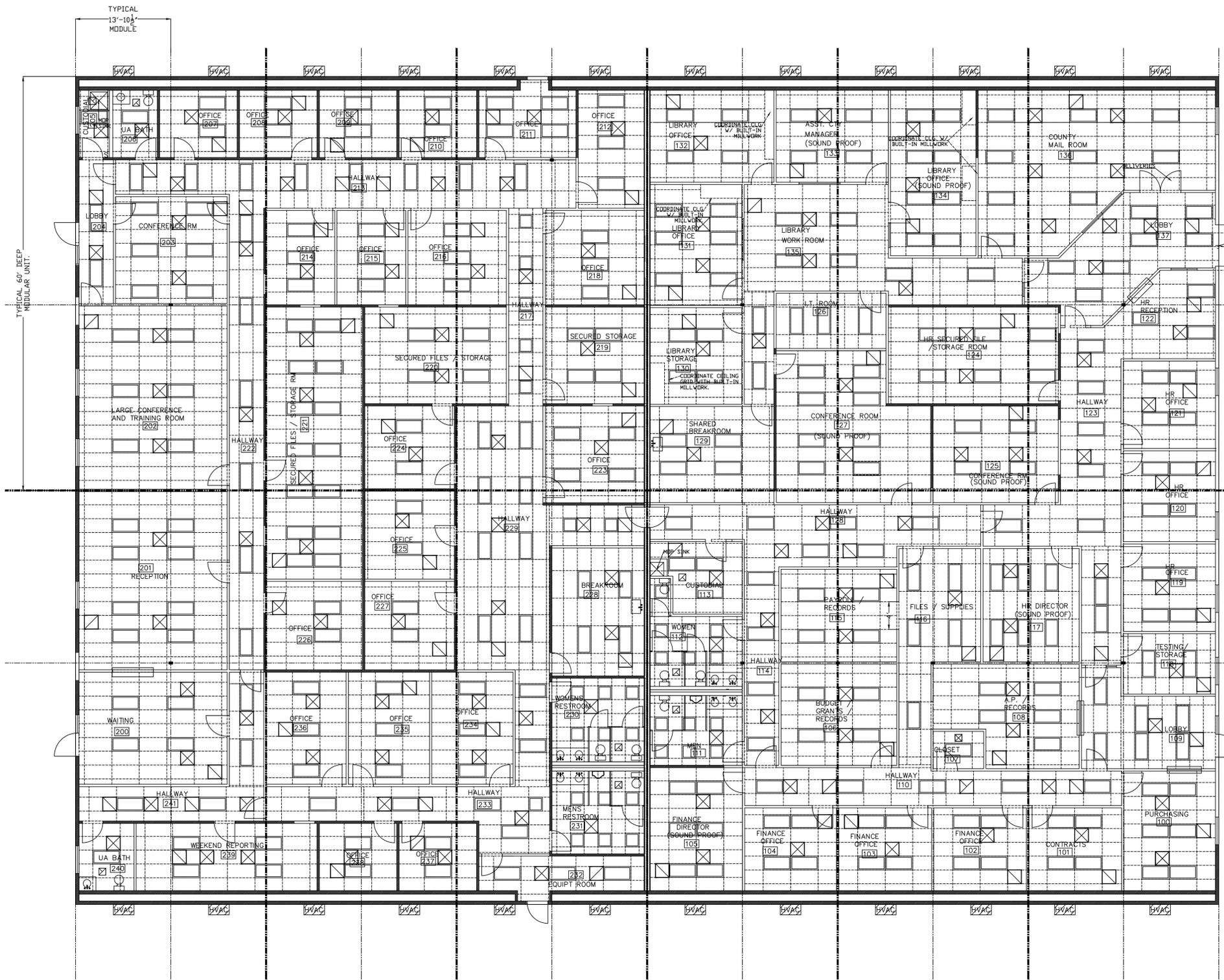
# MAIL ROOM AND LIBRARY MILLWORK ELEVATIONS

SCALE: 1/4"=1'-0"

## GENERAL NOTES:

- FIELD VERIFY ALL DIMENSIONS WITH AS BUILT CONDITIONS.
- ALL SHELVING TO BE ADJUSTABLE.
- SEE TECHNICAL SPECIFICATIONS FOR MILLWORK CONSTRUCTION REQUIREMENTS
- ADA ACCESSIBILITY PER ICC A117.1-2009





### SCHEDULE

	2X4 LIGHT FIXTURE		AIR SUPPLY DIFFUSER
	2X2 LIGHT FIXTURE		RETURN AIR DIFFUSER
	CEILING GRID		EXHAUST FAN

SEE TECHNICAL SPECIFICATION FOR CEILING GRID AND LIGHT FIXTURE REQUIREMENTS

### GENERAL NOTES

SEE TECHNICAL SPECIFICATIONS FOR FIXTURE AND WIRING REQUIREMENTS

ALL CEILINGS AT 8' HEIGHT A.F.F.  
 SECURITY WALLS: SEE SHEET A5 DETAILS  
 SOUND WALLS: SEE SHEET A5 DETAILS  
 TYPICAL: WALLS MIN. 6" ABOVE CLG GRID  
 SOUND AND SECURITY WALLS TO ROOF

COORDINATE WITH MECH. ENGINEERED DWGS FOR LAYOUT AND DIFFUSER SPECIFICATIONS

BUILDING EQUIPPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM, PER NFPA 13  
 COORDINATE WITH FS DRAWINGS TO CENTER ALL FS FIXTURES WITHIN GRID CEILING TILE.

## REFLECTED CLG PLAN

SCALE: 1/8" = 1' - 0"

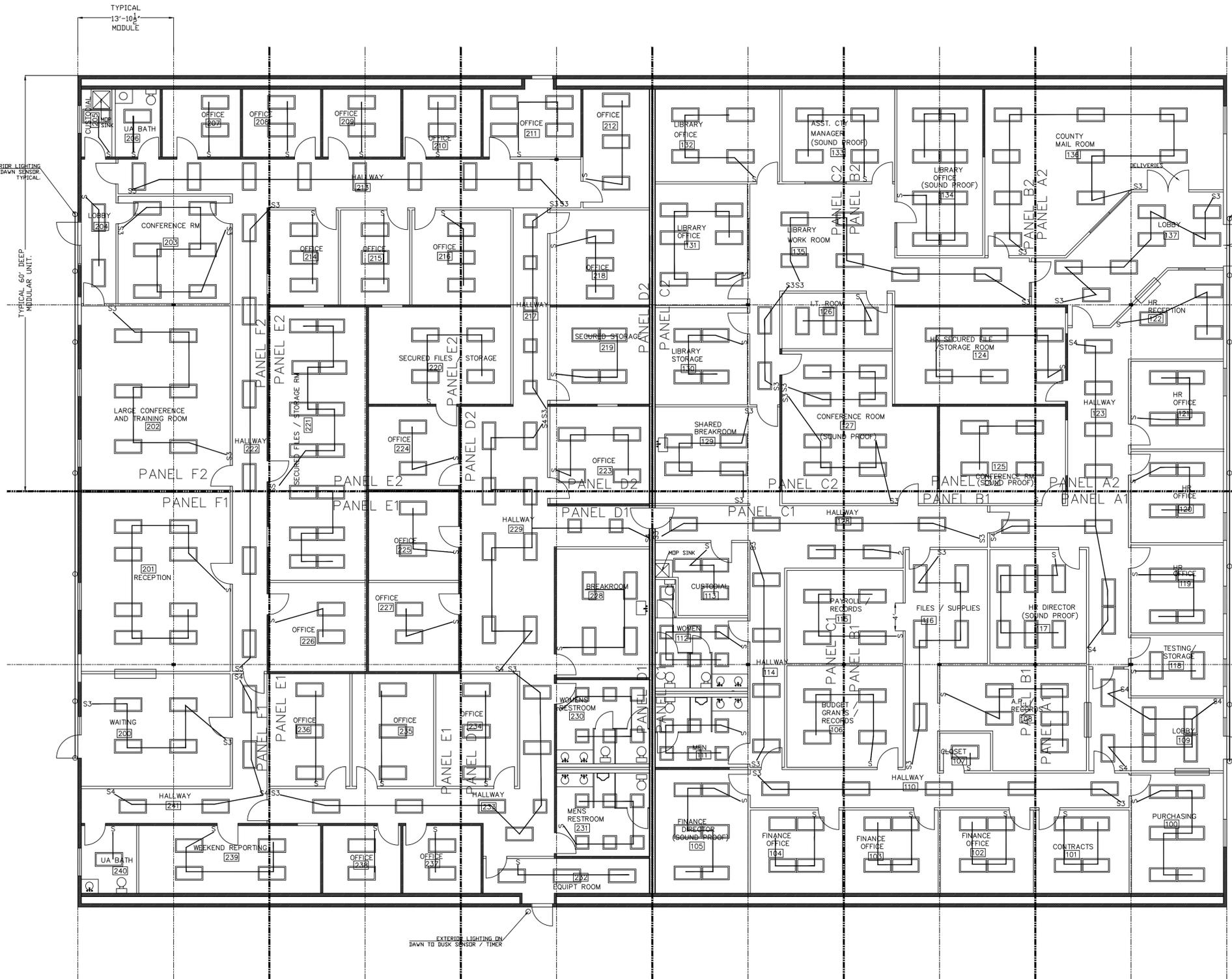


GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA

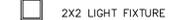
COPPER ADMIN BLDG  
GLOBE, AZ

4/20/15  
CARYN PAIGE

# A10



SCHEDULE

-  2X4 LIGHT FIXTURE
-  2X2 LIGHT FIXTURE
-  LIGHT SWITCH
-  3-WAY LIGHT SWITCH
-  4-WAY LIGHT SWITCH
-  EXTERIOR WALL MOUNTED LIGHT FIXTURE

GENERAL NOTES

SEE TECHNICAL SPECIFICATIONS FOR FIXTURE AND WIRING REQUIREMENTS

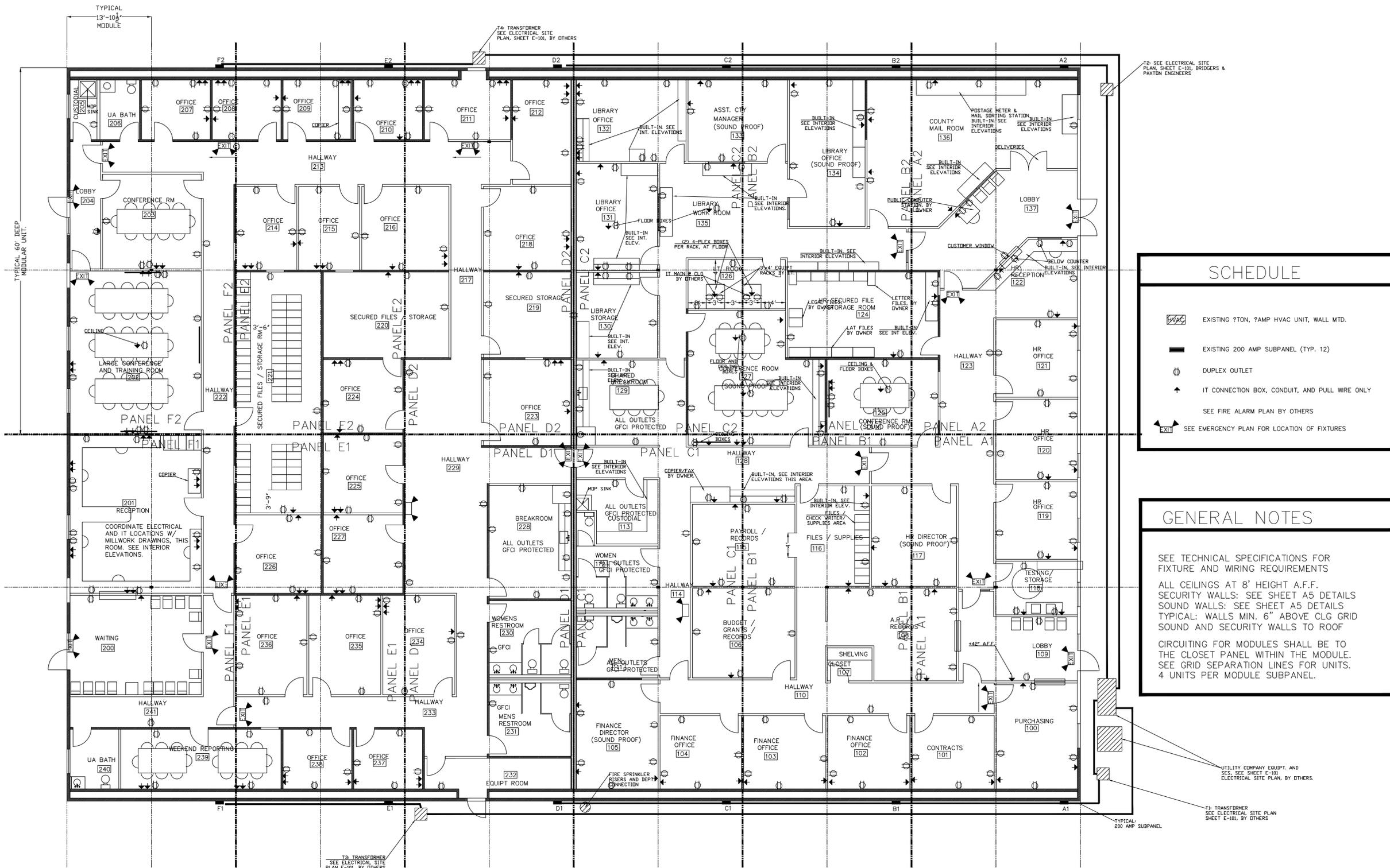
ALL CEILINGS AT 8' HEIGHT A.F.F.  
SECURITY WALLS: SEE SHEET A5 DETAILS  
SOUND WALLS: SEE SHEET A5 DETAILS  
TYPICAL: WALLS MIN. 6" ABOVE CLG GRID  
SOUND AND SECURITY WALLS TO ROOF

CIRCUITING FOR MODULES SHALL BE TO THE CLOSET PANEL WITHIN THE MODULE.  
SEE GRID SEPARATION LINES FOR UNITS.  
4 UNITS PER MODULE SUBPANEL.

ELECT LIGHTING PLAN

SCALE: 1/8" = 1' - 0"





SCHEDULE	
	EXISTING ?TON, ?AMP HVAC UNIT, WALL MTD.
	EXISTING 200 AMP SUBPANEL (TYP. 12)
	DUPLEX OUTLET
	IT CONNECTION BOX, CONDUIT, AND PULL WIRE ONLY
	SEE FIRE ALARM PLAN BY OTHERS
	SEE EMERGENCY PLAN FOR LOCATION OF FIXTURES

**GENERAL NOTES**

SEE TECHNICAL SPECIFICATIONS FOR FIXTURE AND WIRING REQUIREMENTS

ALL CEILINGS AT 8' HEIGHT A.F.F.

SECURITY WALLS: SEE SHEET A5 DETAILS

SOUND WALLS: SEE SHEET A5 DETAILS

TYPICAL: WALLS MIN. 6" ABOVE CLG GRID

SOUND AND SECURITY WALLS TO ROOF

CIRCUITING FOR MODULES SHALL BE TO THE CLOSEST PANEL WITHIN THE MODULE.

SEE GRID SEPARATION LINES FOR UNITS.

4 UNITS PER MODULE SUBPANEL.

# ELECT FLOOR PLAN

SCALE: 1/8" = 1' - 0"



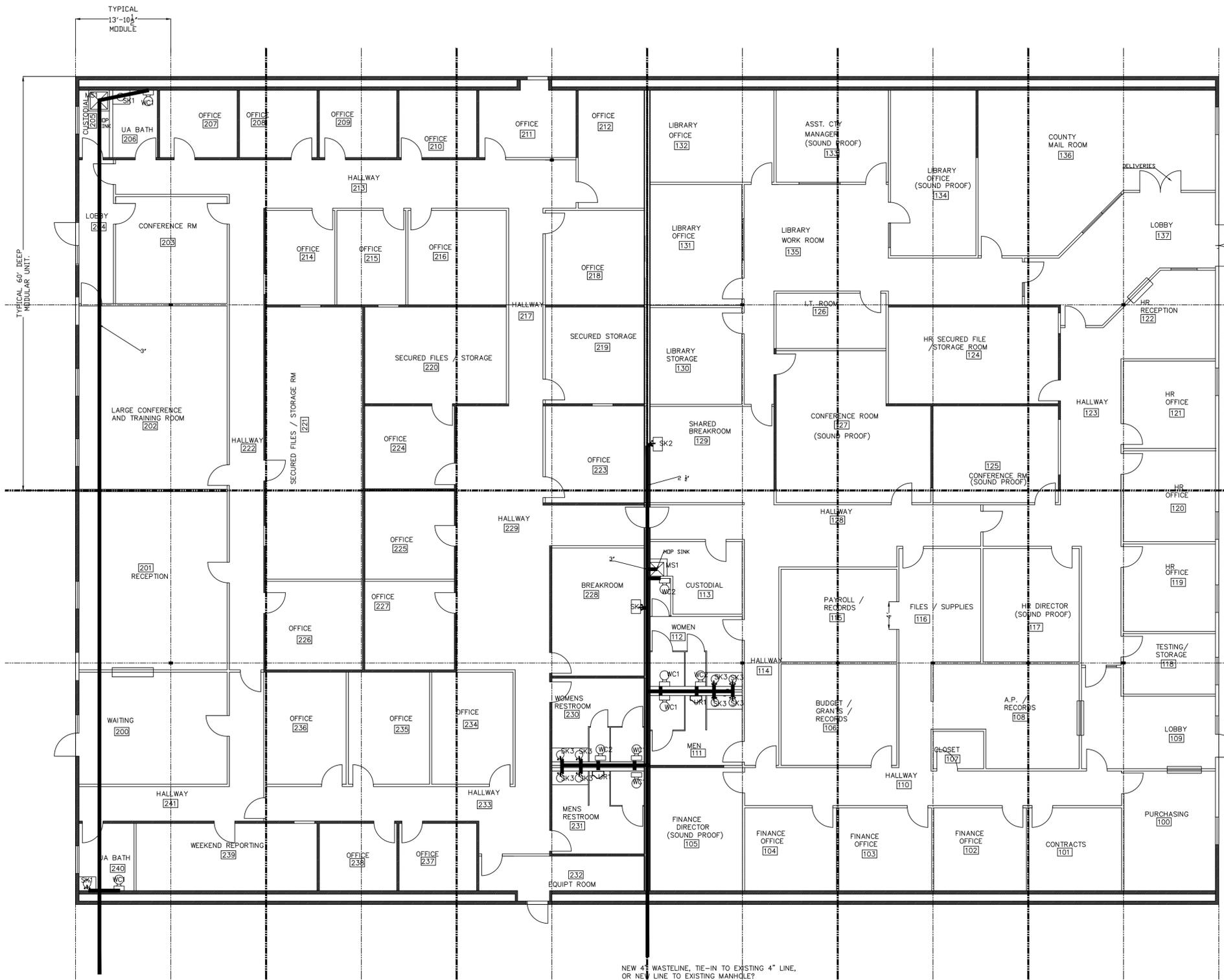
GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA



COPPER ADMIN BLDG  
GLOBE, AZ

4/20/15  
CARYN PAIGE

E3



TIE-IN TO EXISTING 4" WASTELINE BELOW GRADE, TO EXISTING MANHOLE SEE SITE PLAN.

NEW 4" WASTELINE, TIE-IN TO EXISTING 4" LINE, OR NEW LINE TO EXISTING MANHOLE?

### FIXTURE SCHEDULE

	MS1: MOP SINK
	WC1: ADA WATER CLOSET, FLOOR MOUNTED WC2: STANDARD WATER CLOSET, FLOOR MOUNTED
	UR1: WALL HUNG URINAL
	SK1: WALL HUNG UNIT, PIPE INSULATION BELOW.
	SK2: 2 COMPARTMENT KITCHEN SINK, SET IN COUNTERTOP
	SK3: BATHROOM SINK, SET IN COUNTER WITH BASE CABINET

### GENERAL NOTES

SEE SPECS FOR ALL FIXTURE REQUIREMENTS  
 ADA COMPLIANT FIXTURES: SEE ICC A117.1-2009  
 ALL WORK TO BE COMPLIANT WITH 2012 IPC

# PLUMBING PLAN

SCALE: 1/8" = 1' - 0"

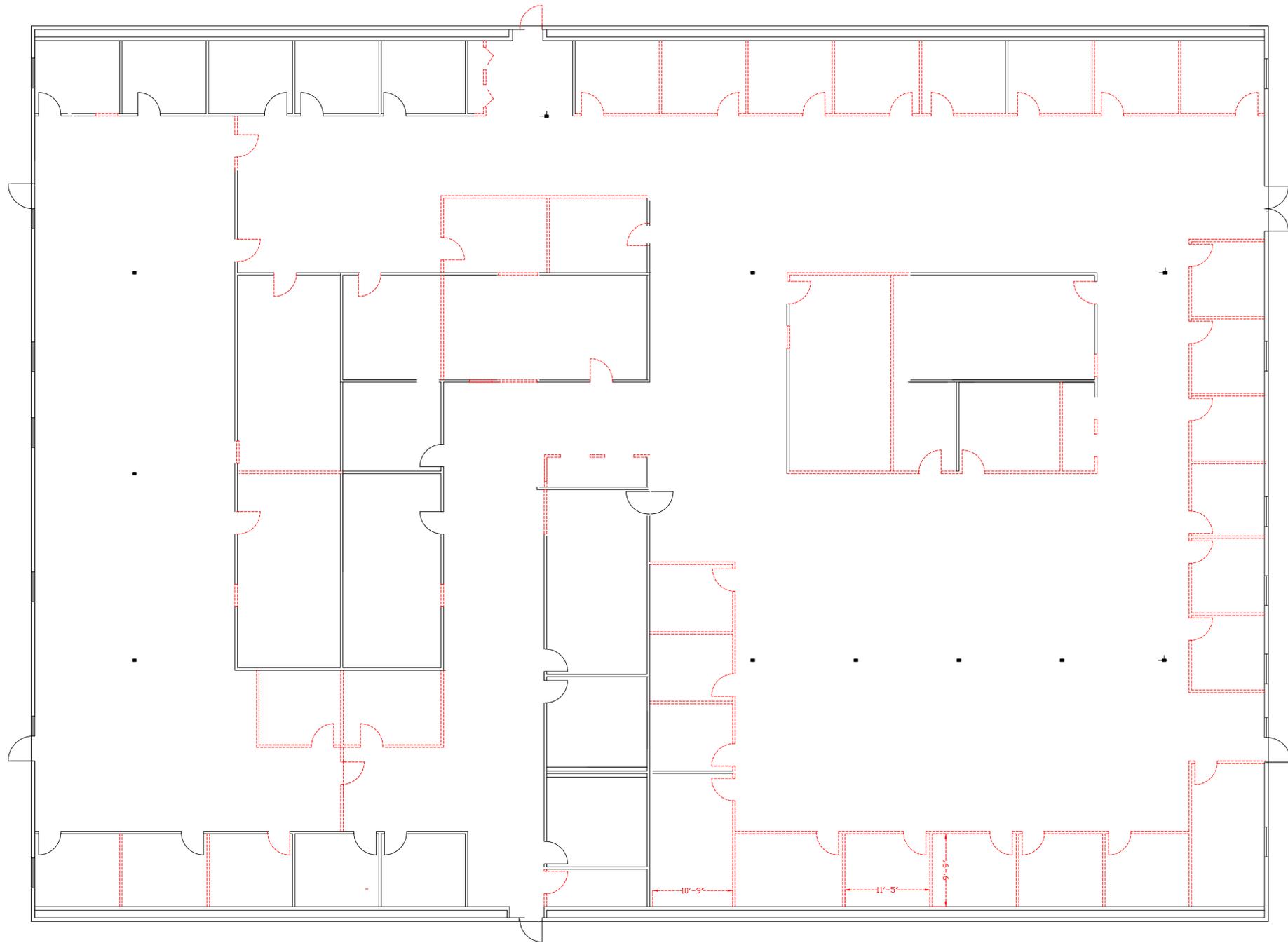


GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA

COPPER ADMIN BLDG  
GLOBE, AZ

4/20/15  
CARYN PAIGE

P1



DEMO PLAN  
SCALE: 1/8" = 1' - 0"



GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA



COPPER ADMIN BLDG  
GLOBE, AZ

4/9/15  
CARYN PAIGE  
CD PHASE

**DUCTWORK SYMBOLS**

DOUBLE LINE	SINGLE LINE	ABBREVIATION	DESCRIPTION	DOUBLE LINE	SINGLE LINE	ABBREVIATION	DESCRIPTION
			EXISTING DUCTWORK				
			NEW DUCTWORK				
			FLEXIBLE CONNECTION				
			RADIUS ELBOW				
			SQUARE TO ROUND TRANSITION				
			DROP IN DIRECTION OF ARROW				
			DUCT END CAP				
		SD	SPLITTER DAMPER			BD	BALANCING DAMPER
		VD	VOLUME DAMPER (OPPOSED BLADE)			BBD	BAROMETRIC OR BACKDRAFT DAMPER
		FD	FIRE DAMPER WITH ACCESS DOOR			SD	SMOKE DAMPER WITH ACCESS DOOR (MOTORIZED)
		SFD	SMOKE/FIRE DAMPER WITH ACCESS DOOR (MOTORIZED)			S	SMOKE DETECTOR IN AIR STREAM

**PIPING SYMBOLS**

	BUTTERFLY VALVE		TEMPERATURE CONTROL VALVE		GAUGE COCK		RISE IN PIPE		TEMPERATURE SENSOR
	MOTORIZED VALVE (BUTTERFLY TYPE)		CHECK VALVE		VALVE IN RISER		PIPE TEE		DROP IN PIPE
	GATE VALVE		DOUBLE CHECK VALVE		TEST PLUG		PIPE TEE DOWN		SENSOR WELL
	MOTORIZED VALVE (GATE TYPE)		BALANCING VALVE		PRESSURE GAUGE		PIPE TEE UP		3-WAY CONTROL VALVE
	SOLENOID VALVE (GATE TYPE)		STRAINER AND BLOW-DOWN VALVE W/ HOSE END AND CAP		THERMOMETER		PIPE CAP		METER
	BALL VALVE		MOTORIZED BY-PASS VALVE ASSEMBLY		FLEX CONNECTION		DIRECTION OF FLOW		UNDERGROUND PIPING
	ACTUATED BALL VALVE		HOSE BIBB		UNION		PIPE CONTINUATION		PRESSURE REDUCING VALVE
	GLOBE VALVE		PRESSURE RELIEF VALVE		CONCENTRIC REDUCER		EXISTING PIPING TO BE REMOVED		
	MOTORIZED GLOBE VALVE		OS&Y VALVE		ECCENTRIC REDUCER		NEW PIPING		

**PIPING ABBREVIATIONS**

B	BRINE
BBD	BOILER BLOWDOWN
BF	BOILER FEEDWATER
CA	COMPRESSED AIR
CD	CONDENSATE DRAIN
CF	CHEMICAL FEED
CR	CONDENSATE RETURN
CW	DOMESTIC COLD WATER
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
D	DRAIN
DP	PUMPED DRAIN
DSP	DRY STAND PIPE
FO	FUEL OIL
FOR	FUEL OIL RETURN
FOV	FUEL OIL VENT
FS	FIRE SPRINKLER PIPE
HCR	HEATING/COOLING WATER RETURN
HCS	HEATING/COOLING WATER SUPPLY
HPC	HIGH PRESSURE CONDENSATE
HPS	HIGH PRESSURE STEAM
HRR	HEAT RECOVERY RETURN
HRS	HEAT RECOVERY SUPPLY
HW	DOMESTIC HOT WATER
HWR	HEATING WATER RETURN
HWS	HEATING WATER SUPPLY
IA	INSTRUMENT AIR
LP	LIQUID PROPANE GAS
LPC	LOW PRESSURE CONDENSATE
LPS	LOW PRESSURE STEAM
MA	MEDICAL AIR
MAV	MANUAL AIR VENT
MU	MAKEUP WATER
N	NITROGEN
NG	NATURAL GAS
NO	NITROUS OXIDE
O	OXYGEN
OF	OVERFLOW
PD	PUMPED DISCHARGE
RD	ROOF DRAIN
RHW	RECIRCULATED DOMESTIC HOT WATER
SCW	SOFT COLD WATER
SD	SANITARY DRAIN
STD	STORM DRAIN
SV	STEAM VENT
V	VENT
VFD	VARIABLE FREQUENCY DRIVE
VT	EQUIPMENT AND VALVE VENT RELIEF
VTR	VENT THRU ROOF

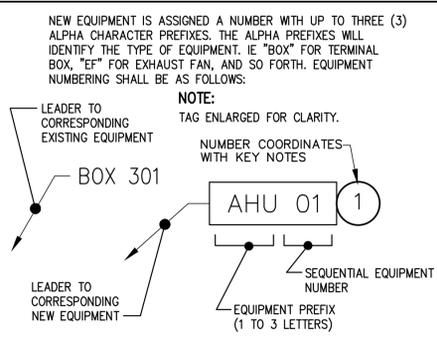
**EQUIPMENT PREFIXES**

AD	AIR DRYER
ACU	AIR CONDITIONING UNIT
AHU	AIR HANDLING UNIT
AFD	ADJUSTABLE FREQUENCY DRIVE
AS	AIR SEPARATOR
BLR	BOILER
BOX	TERMINAL OR VAV BOX
CDR	CONDENSER
CFR	CHEMICAL FEEDER
CHR	CHILLER
CP	COMPRESSOR
CPL	CONTROL PANEL
CRU	CONDENSATE RETURN UNIT
CEG	CEILING EXHAUST GRILLE
CRG	CEILING RETURN GRILLE
CSD	CEILING SUPPLY DIFFUSER
CT	COOLING TOWER
DA	DEAERATOR
DPR	DAMPER
DS	DISCONNECT
DV	DRAIN VALVE
EF	EXHAUST FAN
EDF	ELECTRIC DRINKING FOUNTAIN
EDH	ELECTRIC DUCT HEATER
EXP	EXPANSION TANK
FIT	FLOW INDICATING TRANSMITTER
FD	FLOOR DRAIN
FLT, FF	AIR FILTER
FM	FLOW METER
FMS	FLOW MEASURING STATION
FS	FLOW SWITCH
GHU	GAS HEATER UNIT
HB	HOSE BIBB
HEX	HEAT EXCHANGER
HP	HEAT PUMP
HTT	HEAT TRACING TAPE
JS	JANITORS SINK
L	LAVATORY
LCV	LEVEL REGULATOR, SELF CONTAINED
OPS	OIL PUMP SYSTEM
P, PMP	PUMP
PCV	PRESSURE REGULATOR, SELF CONTAINED
PT	PRESSURE TRANSMITTER
PRV	PRESSURE REGULATING VALVE
PVL	PRESSURE VESSEL
P/T	PRESSURE/TEMPERATURE VALVE
S	SINK
SG	SUPPLY GRILLE
SH	SHOWER
SS	SERVICE SINK
TCV	TEMPERATURE CONTROL VALVE
TRV	TEMPERATURE REGULATING VALVE
U	URINAL
WB	WALL BOX
WC	WATER CLOSET
WCO	WALL CLEANOUT
WG	WALL GRILLE

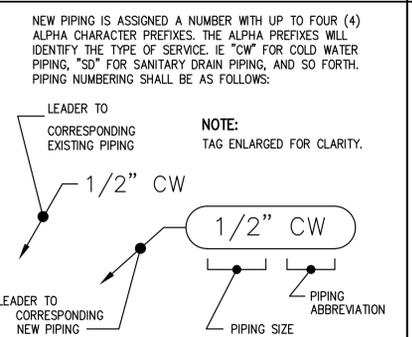
**MISC. ABBREVIATIONS**

APD	AIR PRESSURE DROP
AFF	ABOVE FINISHED FLOOR
BD	BALANCING DAMPER
BDD	BACKDRAFT DAMPER
CFM	CUBIC FEET PER MINUTE
CH	CHILLED WATER
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
CONN	CONNECTION
CONT	CONTINUED
DET	DETAIL
DIA	DIAMETER
EADB	ENTERING AIR DRY BULB
EAT	ENTERING AIR TEMPERATURE
EAWB	ENTERING AIR WET BULB
EIN	EQUIPMENT IDENTIFICATION NUMBER
EMB	EMBEDMENT
EXAM	EXAMPLE
EXIST	EXISTING
EXP	EXPANSION
F & T	FLOAT AND THERMOSTATIC
FCO	FLOOR CLEAN OUT
FF	FINISH FLOOR
FGR	FLUE GAS RETURN
FUT	FUTURE
GPM	GALLONS PER MINUTE
HP	HORSE POWER
ISO	ISOLATION
LADB	LEAVING AIR DRY BULB
LAT	LEAVING AIR TEMPERATURE
LAWB	LEAVING AIR WET BULB
LPG	LIQUID PETROLEUM GAS
MB	MACHINE BOLT
MBH	THOUSAND BRITISH THERMAL
MFR	MANUFACTURED
MH	MANHOLE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
PORT'BL	PORTABLE
REQ'D	REQUIRED
SEC	SECONDARY
SS	STAINLESS STEEL
SUM	SUMMER
TSP	TOTAL STATIC PRESSURE
TYP	TYPICAL
WCO	WALL CLEAN OUT
WIN	WINTER
WPD	WATER PRESSURE DROP
W/	WITH
△	REVISION

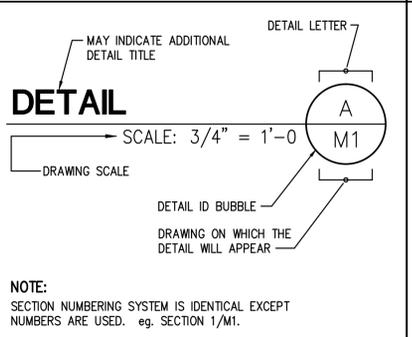
**EQUIPMENT IDENTIFICATION**



**PIPING IDENTIFICATION**



**DETAIL NUMBERING SYSTEM**



**MECHANICAL DRAWING INDEX**

DWG.	DRAWING DESCRIPTION
MO.1	SYMBOLS, ABBREVIATIONS, AND DRAWING INDEX
MO.2	GENERAL NOTES AND DETAILS
MO.3	SCHEDULES, DETAILS AND VENTILATION CALCULATIONS
M1.1	MECHANICAL DEMOLITION PLAN
M2.1	MECHANICAL PLAN

THE MECHANICAL SYMBOLS, EQUIPMENT PREFIXES, AND PIPING ABBREVIATIONS ARE COMPREHENSIVE. SOME EQUIPMENT PREFIXES, AND PIPING ABBREVIATIONS MAY NOT APPLY TO THIS PROJECT SEE GENERAL NOTES ALSO.

**JOHNSTON ENGINEERING COMPANY**  
 HEATING, VENTILATION, AIR CONDITIONING, PLUMBING  
 9777 N. 91ST ST., STE. 100, SCOTTSDALE, AZ 85258  
 TELEPHONE (480) 443-8773 • FAX (480) 443-4591



**SYMBOLS, ABBREVIATIONS AND DRAWING INDEX**

**COPPER ADMIN BUILDING  
 GILA COUNTY PUBLIC WORKS  
 DEPARTMENT GLOBE, ARIZONA**

PROJECT NUMBER:  
**15013**  
 DATE: 04-08-2015  
 DRAWN BY: E. GONZALEZ  
 DESIGNED BY: E. GONZALEZ  
 APPROVED BY: T. JOHNSTON  
 SHEET NUMBER:  
**MO.1**

## GENERAL NOTES:

1. PROVIDE ALL WORK, MATERIALS AND LABOR TO ACCOMPLISH A COMPLETE OPERABLE SYSTEM. OBTAIN ALL PERMITS AND PAY ALL FEES.
2. ALL WORK SHALL COMPLY WITH THE 2003 IMC AND THE 2003 IPC.
3. GUARANTEE MATERIAL, EQUIPMENT AND INSTALLATION FOR TWO YEARS FROM SUBSTANTIAL COMPLETION DATE. ALL DEFECTS SHALL BE CONTRACTORS RESPONSIBILITY.
4. THE CONTRACTOR IS REQUIRED TO EXAMINE THE PROJECT SITE PRIOR TO BIDDING AND IDENTIFY ALL CONDITIONS THAT MAY AFFECT THE WORK. FIELD VERIFY EXISTING EQUIPMENT, DUCTS, MECHANICAL PIPING, CONDUITS, FIRE SPRINKLERS, LIGHTS, PLUMBING PIPING, BUILDING STRUCTURE AND ALL OTHER FIELD CONDITIONS PRIOR TO BIDDING PROJECT. COORDINATE NEW WORK WITH EXISTING CONDITIONS. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE NOTED. NO CONSIDERATION WILL BE GIVEN IF THE CONTRACTOR FAILS TO EXAMINE THE PROJECT SITE PRIOR TO BIDDING.
5. THIS DESIGN IS BASED ON THE SCHEDULED MANUFACTURER. IF ANOTHER MANUFACTURER IS USED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ADDITIONAL MODIFICATIONS INCLUDING ANY ELECTRICAL OR STRUCTURAL ENGINEERING REQUIRED TO MODIFY THE STRUCTURAL SUPPORT AND PIPING.
6. PROVIDE INSULATION WITH ALL SERVICE JACKET HAVING A CONDUCTIVITY (k) NOT EXCEEDING 0.21 BTU PER INCH PER HOUR-SQUARE FOOT DEGREE F IN ACCORDANCE WITH IECC AS FOLLOWS:
  - 1) HW LESS THAN 1-1/2 INCH PIPE SIZE = 1 INCH. (MAXIMUM 140°F).
  - 2) HW GREATER THAN OR EQUAL TO 1-1/2 INCH PIPE SIZE = 2 INCH. (MAXIMUM 140°F).
  - 3) CHILLED WATER PIPE (MINIMUM 40°F) = 1 INCH.
  - 4) CHILLED WATER LESS THAN 40°F = 1-1/2 INCH.
  - 5) THE FIRST 10 FEET OF CONDENSATE DRAIN = 1/2 INCH.
7. ALL OUTDOOR PIPING TO BE ALUMINUM JACKETED.
8. SUPPORT PIPING PER MECHANICAL AND PLUMBING CODES LISTED ABOVE.
9. FLUSH AND WATER TREAT NEW CHILLED WATER, CONDENSER WATER, HEATING WATER, AND DOMESTIC PLUMBING PIPING.
10. PROVIDE DIELECTRIC UNIONS ON ALL CONNECTIONS BETWEEN DISSIMILAR METALS.
11. CEILING IS BEING REMOVED/REPLACED UNDER THIS CONTRACT. SEE ARCHITECTURAL DRAWINGS.
12. PROVIDE METAL IDENTIFICATION TAGS FOR ALL VALVES. PROVIDE STENCILED LABELS AND ARROWS ON ALL PLUMBING AND HYDRONIC PIPING. USE SYMBOLS AND ABBREVIATIONS SHOWN ON DRAWING LEGEND AND EQUIPMENT SCHEDULES.
13. SEE ARCHITECTURAL DRAWINGS.
14. COORDINATE THE SALVAGE OR DISPOSAL OF EQUIPMENT WITH THE OWNER. ALL ITEMS BEING REMOVED FROM PROJECT SHALL BE DISPOSED OF OFF SITE.
15. TAKE ALL PRECAUTIONS TO MAINTAIN WEATHER (WATER) TIGHT CONDITIONS ON THE ROOF DURING REMOVAL AND REPLACEMENT OF AIR CONDITIONING UNITS. CONTRACTOR SHALL RESPOND WITHIN 90 MINUTES TO PROJECT RELATED ISSUES.
16. PROTECT ROOF FROM DAMAGE DURING CONSTRUCTION.
17. PROTECT ALL WORK SURFACES FROM DUST AND DEBRIS DURING CONSTRUCTION. CLEAN ENTIRE WORK AREA AT THE END OF EACH SHIFT.
18. CONTRACTOR SHALL VERIFY THAT ALL SCHEDULED EQUIPMENT AND EQUIPMENT RATINGS AND CHARACTERISTICS ARE APPROPRIATE FOR THE PROJECT PRIOR TO ORDERING THE EQUIPMENT. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE NOTED.
19. ALL EQUIPMENT AND MATERIAL MUST BE LISTED AND LABELED FOR ITS USE. MANUFACTURER'S INSTALLATION INSTRUCTIONS SHALL BE ON-SITE AT TIME OF INSPECTION.

## MECHANICAL GENERAL NOTES:

1. PROVIDE NEW DUCT, DUCT TRANSITIONS, DAMPERS, RETURN AND SUPPLY GRILLES, AND CONDENSATE DRAIN/RAIN PIPING. SEE DIFFUSER/GRILLE SCHEDULE AND DETAIL A/MO.2 FOR GRILLE INSTALLATION. PAINT THE INTERIOR OF THE DUCT BEHIND GRILLES FLAT BLACK. PROVIDE BALANCING DAMPER ON ALL SUPPLY DIFFUSERS NEAR MAIN DUCT.
2. INSTALL ALL EQUIPMENT TO MAINTAIN MANUFACTURERS' RECOMMENDED CLEARANCES AND CODE CLEARANCE REQUIREMENTS. PROVIDE CONCRETE PADS, CURBS AND VIBRATION ISOLATION UNDER EQUIPMENT FOLLOWING EQUIPMENT MANUFACTURERS' RECOMMENDATIONS.
3. NEW SMOKE DETECTORS (AREA OR DUCT) SHALL BE TESTED BY AN APPROVED TESTING AGENCY OR A QUALIFIED THIRD PARTY SPECIAL INSPECTOR IN ACCORDANCE WITH MECHANICAL CODE SECTION 606. THE SPECIAL INSPECTOR/TESTING AGENCY SHALL BE AN INDEPENDENT THIRD PARTY INDIVIDUAL OR FIRM AND SHALL NOT BE THE INSTALLING CONTRACTOR. A PROFESSIONAL ENGINEER SHALL SUBMIT A FINAL SIGNED AND SEALED REPORT TO THE MECHANICAL INSPECTOR PRIOR TO CITY ISSUANCE OF FINAL INSPECTION APPROVAL OR OCCUPANCY APPROVAL, INCLUDING CONDITIONAL OCCUPANCY APPROVAL.
4. ALL JOINTS, LONGITUDINAL AND TRANSVERSE SEAMS AND CONNECTIONS IN DUCTWORK, SHALL BE SECURELY FASTENED AND SEALED WITH WELDS, GASKETS, MASTICS (ADHESIVES), MASTIC-PLUS-EMBEDDED-FABRIC SYSTEMS OR TAPES. TAPES AND MASTICS USED TO SEAL DUCTWORK SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 181A AND SHALL BE MARKED 181A-P FOR PRESSURE-SENSITIVE TAPE. TAPES AND MASTICS USED TO SEAL FLEXIBLE AIR DUCT AND FLEXIBLE CONNECTORS SHALL COMPLY WITH UL 181B AND SHALL BE MARKED 181B-FX FOR PRESSURE-SENSITIVE TAPE OR 181M FOR MASTIC. DUCT CONNECTIONS TO FLANGES OR AIR DISTRIBUTION SYSTEM EQUIPMENT SHALL BE SEALED AND MECHANICALLY FASTENED. UNLISTED DUCT TAPE IS NOT PERMITTED AS A SEALANT ON ANY METAL DUCTS.
5. PROVIDE AND INSTALL INTERNATIONAL MECHANICAL CODE GAUGE THICKNESS GALVANIZED SHEET METAL DUCT WITH VAPOR BARRIER ACCORDING TO SMACNA REQUIREMENTS. ALL MATERIALS EXPOSED WITHIN DUCTS OR PLENUMS SHALL HAVE A FLAME-SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED RATING OF NOT MORE THAN 50 WHEN TESTED IN ACCORDANCE WITH THE TEST FOR SURFACE BURN CHARACTERISTICS OF BUILDING MATERIALS, IBC STANDARDS. PIPING EXPOSED IN DUCTS OR PLENUMS SHALL HAVE SAME INDEXES WHERE TESTED IN ACCORDANCE WITH ASTM E84 AND UL 723. NO PLASTIC CONDENSATE DRAIN PANS ARE ACCEPTABLE. SUPPLY AND RETURN DUCTS AND PLENUMS LOCATED IN UNCONDITIONED SPACE SHALL BE INSULATED WITH A MINIMUM OF R-6 INSULATION AND WITH A MINIMUM OF R-8 INSULATION WHEN LOCATED OUTSIDE THE BUILDING. WHEN LOCATED WITHIN A BUILDING ENVELOPE ASSEMBLY, THE DUCTS OR PLENUMS SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY A MINIMUM R-8 INSULATION, OR THE DUCTS AND PLENUMS THEMSELVES SHALL BE INSULATED WITH A MINIMUM R-8 INSULATION. MATERIALS WITHIN PLENUMS SHALL BE NONCOMBUSTIBLE OR SHALL BE LISTED AND LABELED AS HAVING A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 50 WHEN TESTED IN ACCORDANCE WITH ASTM E 84 OR UL 723.
6. HYDRONIC PIPING TO BE SEAMLESS SCHEDULE 40 BLACK STEEL PIPE WITH GROOVED MECHANICAL COUPLINGS, THREADED FLANGED OR WELDED FITTINGS AND JOINTS. SAND BLAST, PRIME AND EPOXY PAINT (GRAY) ALL UNINSULATED PIPE AND SUPPORTS.
7. LOCATE EXHAUST A MINIMUM OF 10- FEET FROM ANY OUTSIDE AIR INTAKE AND A MINIMUM OF 1-FOOT FROM ANY VERTICAL SURFACE.
8. REMOVE AND REINSTALL EXISTING CEILING TO ACCOMMODATE DUCT AND OR EQUIPMENT REMOVAL AND INSTALLATION.
9. CAP ALL DUCT OPENINGS THAT RESULTED FROM DUCT REMOVAL UNDER THIS PROJECT.
10. CORRECT AND REPAIR ANY LEAKAGE IN NEW DUCTWORK WHERE THE INTEGRITY HAS BEEN COMPROMISED.
12. COORDINATE DUCT ROUTING WITH SURROUNDING CONDITIONS AND CEILING STRUCTURE.
13. NO RETURN AIR PLENUM EXISTS IN THIS SUITE.
14. AIR BALANCE THE EQUIPMENT TO THE CFM SHOWN ON DRAWINGS. PROVIDE AIR-BALANCE REPORT PER MECHANICAL CODE SECTION 403. TEST AND BALANCE HYDRONIC SYSTEMS USING AABC STANDARDS. PROVIDE A COPY OF BALANCE REPORT TO MECHANICAL INSPECTOR FOR FINAL REVIEW.
15. PROVIDE PROGRAMMABLE SETBACK THERMOSTATS. INSTALL TO COMPLY WITH ADA GUIDELINES.
16. PROVIDE SHUTOFF DAMPERS, MOTORIZED ACTUATORS AND CONTROLS IN OUTSIDE SUPPLY AIR DUCTS AND EXHAUST DUCTS TO AUTOMATICALLY SHUT WHEN THE SYSTEM OR THE SPACE SERVED ARE NOT IN USE, EXCEPT FOR GRAVITY DAMPERS ON BUILDINGS LESS THAN THREE STORIES.
17. MECHANICAL SYSTEM SHALL OPERATE CONTINUOUSLY DURING OCCUPIED PERIODS TO MAINTAIN VENTILATION REQUIREMENTS PER MECHANICAL CODE.
18. PROVIDE METALLIC AND NONMETALLIC FLEXIBLE DUCTS CONFORMING TO THE MECHANICAL CODE, NFPA 90B, AND TESTED IN ACCORDANCE WITH UL 181.
19. PROVIDE ADHESIVES, VAPORS, BARRIERS AND TAPE CONFORMING TO NFPA 90.

## PLUMBING GENERAL NOTES:

1. PROVIDE NEW PLUMBING FIXTURES, PIPING AND VALVES. PROVIDE P-TRAP PIPE INSULATION KITS ON ADA ACCESSIBLE SINKS. PROVIDE DIELECTRIC UNIONS ON ALL CONNECTIONS BETWEEN DISSIMILAR METALS. SEE FIXTURE SCHEDULE FOR ROUGH-IN CONNECTIONS.
2. SLOPE ALL DRAINAGE PIPING 3-INCH AND BIGGER AT 1/8 INCH PER FOOT AND ALL DRAINAGE PIPING 2-1/2 INCH OR SMALLER AT A SLOPE NO LESS THAN 1/4-INCH PER FOOT. SANITARY DRAIN PIPING TO BE CAST IRON PIPE AND FITTINGS CONFORMING TO CISPI 301. PROVIDE CLEANOUTS REQUIRED BY PLUMBING CODE. DOMESTIC HOT AND COLD WATER, MAKE UP WATER, OVERFLOW AND DRAIN PIPING TO BE TYPE L HARD DRAWN COPPER CONFORMING TO ASTM B88 WITH WROUGHT-COPPER FITTINGS CONFORMING TO ASME B16.22. SLOPE COOLING TOWER/FLUID COOLER OVERFLOW AND DRAIN PIPING A MINIMUM OF 1/8-INCH PER FOOT. ALL DRAINS, SANITARY DRAINS, AND VENT PIPING RECEIVING CHEMICAL WASTES SHALL COMPLY WITH PLUMBING CODE.
3. EXTERIOR AND INTERIOR CONDENSATE DRAIN PIPING SHALL BE SCHEDULE 40 PVC PIPE.
4. NATURAL GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL CONFORMING TO ASTM A 53. NATURAL GAS PIPE FITTINGS SHALL BE MALLEABLE IRON THREADED FITTINGS CONFORMING TO ANSI B16.3.
5. FIELD VERIFY EXISTING PIPE ROUTES, SIZES, DEPTH AND SLOPE OF EXISTING SEWER PIPE PRIOR TO BIDDING AND INSTALLATION OF NEW PIPING. ENSURE NEW PIPING CAN INTEGRATE INTO EXISTING CONDITIONS.
6. ALL SANITARY DRAIN PIPING WILL REMAIN EXCEPT AS SHOWN OTHERWISE. ALL UNUSED EXISTING DOMESTIC COLD AND HOT WATER DISTRIBUTION PIPING WITHIN THE BUILDING WILL BE REMOVED.
7. THE EXISTING SANITARY DRAIN SYSTEM LAYOUT IS UNKNOWN. CONTRACTOR TO FIELD VERIFY SANITARY DRAINAGE PIPING SIZES AND LOCATIONS AS NECESSARY TO ACCOMMODATE THE NEW CONFIGURATION. IF ANY MAJOR DISCREPANCIES ARE FOUND, NOTIFY THE ENGINEER IMMEDIATELY.
8. SAW CUT EXISTING CONCRETE FLOOR AS REQUIRED TO ACCOMMODATE NEW SANITARY DRAIN PIPING AND COLD WATER WHERE REQUIRED.
9. RECONNECT NEW SYSTEM COMPONENTS TO EXISTING MAKE UP WATER AND CHEMICAL FEEDS AS NECESSARY.
10. FIELD ROUTE PIPING AS REQUIRED TO MAKE CONNECTIONS TO EXISTING PIPING, NEW AND EXISTING EQUIPMENT.
11. ALL ROOF AND ROOF OVERFLOW DRAINAGE PIPING TO BE PLUMBING CODE APPROVED ABS. PROVIDE EXPANSION JOINTS AS NECESSARY.
12. CALL FOR INSPECTION AND TEST FROM AUTHORITY HAVING JURISDICTION OF ALL SEWER PIPE, WATER PIPE AND NATURAL GAS PIPE PRIOR TO BACKFILL AND COVER PER PLUMBING CODE.
13. ALL PENETRATIONS THROUGH RATED WALLS AND FLOORS SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES. MATERIALS SHALL BE UL LISTED AND COMPLY WITH PLUMBING CODE.
14. FLUSH AND DISINFECT ALL POTABLE WATER SYSTEM AFTER FINAL INSTALLATION AND PRIOR TO BUILDING OCCUPANCY PER PLUMBING CODE.
15. INTERIOR NATURAL GAS SUPPLY OPERATING PRESSURE SHALL NOT EXCEED 5 PSI PER PLUMBING CODE.
16. PROVIDE THIRD PARTY TESTING AND CERTIFICATION OF ALL NATURAL GAS PIPE AND FITTING PER FUEL GAS CODE.

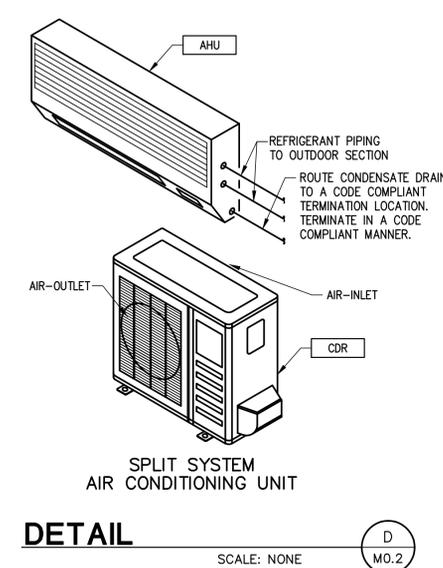
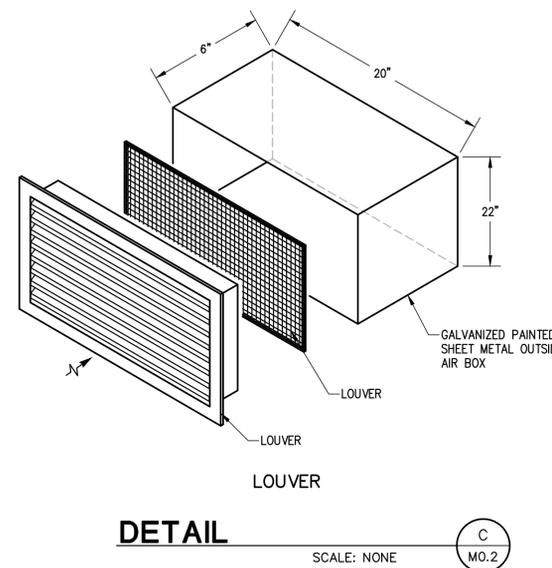
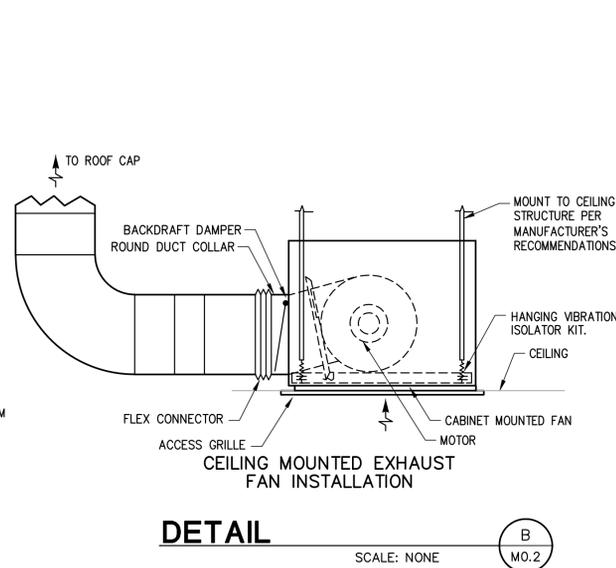
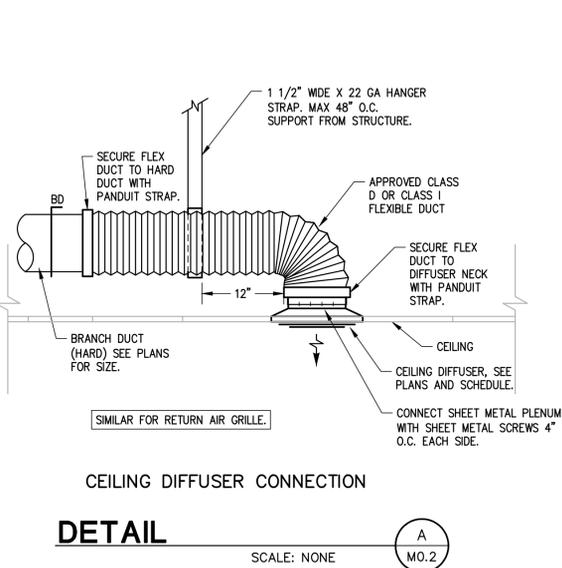
## SUBMITTALS GENERAL NOTES:

1. PROVIDE SUBMITTALS FOR ALL SCHEDULED EQUIPMENT, ACCESSORIES, PIPE INSULATION, EQUIPMENT AND PIPE IDENTIFICATION. PROVIDE 5 COPIES IN 3 RING BINDERS. PROVIDE SUBMITTALS AS ONE COMPLETE PACKAGE. PROVIDE AS-BUILT DRAWINGS AND OPERATION AND MAINTENANCE MANUALS AT SUBSTANTIAL COMPLETION.
2. PROVIDE O&M MANUALS FOR ALL EQUIPMENT TO OWNER. INSTRUCT OWNER IN PROPER OPERATION AND MAINTENANCE OF EQUIPMENT. PROVIDE 3 BOUND COPIES.

## DEMOLITION GENERAL NOTES:

1. VERIFY LOCATION OF EXISTING MECHANICAL, ELECTRICAL AND PIPING UTILITIES. PROTECT UTILITIES TO REMAIN. DISCONNECT, CAP AND REMOVE UTILITIES DESIGNATED FOR DEMOLITION.
2. PROVIDE RETROUTING OF UTILITIES SERVING ADJACENT AREAS TO MAINTAIN UNINTERRUPTED SERVICE.
3. PROTECT ADJACENT AREAS FROM DAMAGE DURING PROGRESSION OF WORK. PROVIDE TEMPORARY SAFETY BARRIERS AS REQUIRED BY CODE TO ENSURE PUBLIC SAFETY AND CONTINUE BUILDING OCCUPANCY. DAMAGE TO EXISTING AREAS NOT INCLUDED IN THIS CONTRACT SHALL BE RESTORED TO EXISTING CONDITIONS AT THE CONTRACTORS EXPENSE.
4. PROVIDE REQUIRED DUST AND NOISE CONTROL MEASURES TO ENSURE CONTINUED OPERATION OF THE ADJOINING DEPARTMENTS.
5. REFER TO DEMOLITION PLAN KEY NOTES FOR REUSE OF SPECIFIC ITEMS IN THE NEW CONSTRUCTION. VERIFY SALVAGE OF OTHER ITEMS AND MATERIALS WITH THE OWNER. OWNER RESERVES THE RIGHT TO SALVAGE ANY AND ALL DEMOLITION ITEMS. REMOVE AND STORE SUCH ITEMS IN AREAS DESIGNATED BY THE OWNER.
6. REMOVE ALL NON SALVAGED ITEMS FROM THE JOB SITE AS THE WORK PROGRESSES. VERIFY THE HAULING ROUTE AND DUMPSTER LOCATION WHERE APPLICABLE WITH THE OWNER PRIOR TO START OF WORK. OWNER WILL SELECT SALVAGED EQUIPMENT TO RETAIN.
7. COORDINATE INSTALLATION OF NEW EQUIPMENT AND PIPING WITH EXISTING FIELD CONDITIONS, INCLUDING ROOF CONDUITS AND ROOF EQUIPMENT.

THE GENERAL NOTES SECTION IS COMPREHENSIVE. SOME MECHANICAL, PLUMBING, SUBMITTAL, GENERAL AND DEMOLITION NOTES MAY NOT APPLY TO THIS PROJECT



LOUVER SCHEDULE					
EQUIPMENT IDENTIFIER	MANUFACTURER & MODEL NO.	CFM	FREE AREA (SQ. FT)	LOUVER SIZE	REMARKS
LVR-1,2,3,4	GREENHECK EDJ-601	450	1.18	22"x20"	①

① PROVIDE BIRD SCREEN.

EXHAUST FAN SCHEDULE									
EQUIPMENT IDENTIFIER	MANUFACTURER & MODEL NO.	AIR CAPACITIES		ELECTRICAL INFORMATION			SONES	WEIGHT (lbs)	REMARKS
		CFM	ESP	VOLTS	PH	HP (WATTS)			
EF-1,2,3,4	GREENHECK SP-A290	225	0.35	115	1	108	3.0	24	①
EF-5,6,7	GREENHECK SP-B90	70	0.25	115	1	54	2.5	9	①
EF-8	GREENHECK SP-B150	125	0.25	115	1	150	3.5	10	

① FAN TO OPERATE FROM RESTROOM LIGHT SWITCH. PROVIDE PLASTIC GRILLE, BACKDRAFT DAMPER AND ROOF CAP.

DIFFUSER AND GRILLE SCHEDULE ④									
AIR DISTRIBUTION IDENTIFIER	RATED CFM	NECK SIZE ①	MAX PRESSURE LOSS	MODEL NO. ②	THROW (FEET)	FACE SIZE	NOISE CRITERIA	REMARKS	
CSD-1	100	6"	0.028	SCD	7/4	12"x12" OR 24"x24"	-	③	
CSD-2	200	8"	0.06	SCD	11/8	12"x12" OR 24"x24"	-	③	
CSD-3	380	10"	0.06	SCD	10	24"x24"	17	③	
CSD-4	550	12"	0.07	SCD	12	24"x24"	19	③	
CRG-1/CEG-1	100	6"	0.042	PDDR	-	24"x24"	-		
CRG-2/CEG-2	250	8"	0.083	PDDR	-	24"x24"	-		
CRG-3/CEG-3	450	10"	0.108	PDDR	-	24"x24"	-		
CRG-4/CEG-4	725	14"	0.083	PDDR	-	24"x24"	-		
CRG-5/CEG-5	1370	18"x18"	0.074	PDDR	-	24"x24"	21		

① DIMENSION IS DUCT SIZE.

② MANUFACTURER MODEL NO. IS PRICE.

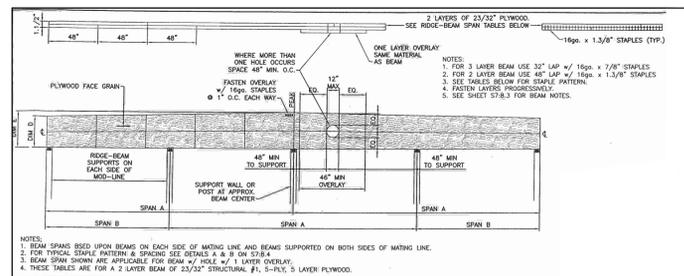
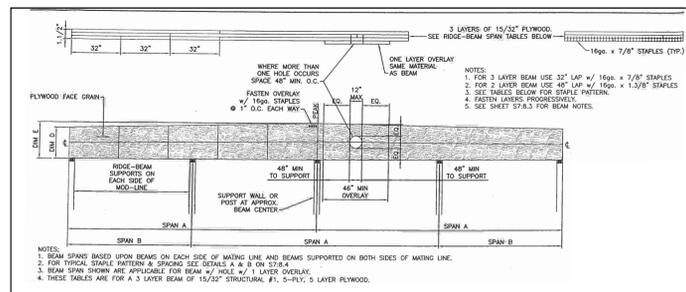
③ WITH HORIZONTAL/ VERTICAL ADJUST.

④ CEILING DIFFUSER/GRILLES ARE FOR DIRECT DUCT ATTACHMENT.

SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE																	
EQUIPMENT NUMBER	INDOOR UNIT MANUFACTURER MODEL	OUTDOOR UNIT MANUFACTURER MODEL	AIR CAPACITIES		MIN. SEER (EER)	HEATING/COOLING CAPACITY					ELECTRICAL DATA			WEIGHT LBS	REMARKS		
			TOTAL CFM	BLOWER HP		ENT AIR		AMBIENT		MBH		UNIT				INDOOR UNIT VOLTS/PHASE	OUTDOOR UNIT VOLTS/PHASE
						DB	WB	DB	WB	SEN	TOT	MCA	MOCPP				
ACU-1 CDR-1	MITSUBISHI PKA-A24KA	MITSUBISHI PUY-A24NHA	800	1/3	17.0	COOL 80.0	67.0	115.0	-	17.19	22.32	18.0	30.0	230V 1PH	230V 1PH	ACU = 53 CDR = 163	① ②

① MITSUBISHI OR APPROVED EQUAL.

② PROVIDE MANUFACTURER INTERNAL CONDENSATE DRAIN PUMP, MANUFACTURER AIR FILTER ACCESSORIES AND REMOTE PROGRAMMABLE THERMOSTAT.



PLYWOOD BEAM PENETRATION DETAIL

DETAIL

SCALE: NONE



VENTILATION CALCULATIONS										
UNIT	OCCUPANCY CLASSIFICATION	OCCUPANTS PER 1,000 SQ. FT.	CFM PER OCCUPANT	CFM PER SQ. FT.	AREA (SQ. FT.)	QTY. OF OCCUPANTS	AREA OSA CFM MINIMUM	AREA CFM TOTAL	UNIT OSA MINIMUM	UNIT OSA MAXIMUM
HP-1	STORAGE ROOM	0	0	0.15	43	0	6	6	16	316
	CORRIDORS	0	0	0.1	104	0	10	10		
	CONFERENCE ROOM	50	20	0	547	15	0	300		
HP-2	OFFICE SPACE	7	20	0	109	1	0	20	33	253
	CORRIDORS	0	0	0.1	333	0	33	33		
	CONFERENCE ROOM	50	20	0	252	10	0	200		
HP-3	OFFICE SPACE	7	20	0	357	3	0	50	78	128
	CORRIDORS	0	0	0.1	143	0	14	14		
	STORAGE ROOM	0	0	0.15	424	0	64	64		
HP-4	OFFICE SPACE	7	20	0	404	4	0	80	43	123
	STORAGE ROOM	0	0	0.15	289	0	43	43		
HP-5	OFFICE SPACE	7	20	0	334	3	0	60	33	93
	CORRIDORS	0	0	0.1	328	0	33	33		
HP-6	OFFICE SPACE	7	20	0	569	4	0	80	31	111
	STORAGE ROOM	0	0	0.15	205	0	31	31		
HP-7	OFFICE SPACE	7	20	0	474	3	0	60	43	134
	BREAK ROOMS	25	5	0.06	246	6	15	46		
	STORAGE ROOM	0	0	0.15	187	0	28	28		
HP-8	OFFICE SPACE	7	20	0	218	1	0	20	0	178
	LIBRARIES	20	15	0	527	11	0	158		
HP-9	OFFICE SPACE	7	20	0	298	1	0	20	0	320
	CONFERENCE ROOM	50	20	0	443	15	0	300		
HP-10	STORAGE ROOM	0	0	0.15	347	0	52	52	52	252
	CONFERENCE ROOM	50	20	0	256	10	0	200		
HP-11	OFFICE SPACE	7	20	0	656	6	0	120	0	120
	LOBBIES	60	15	0	325	5	0	75		
HP-12	OFFICE SPACE	7	20	0	516	3	0	60	0	135
	RECEPTION AREA	30	5	0.06	558	17	33	117		
HP-13	CORRIDORS	0	0	0.1	115	0	12	12	45	129
	OFFICE SPACE	7	20	0	608	6	0	120		
HP-14	CORRIDORS	0	0	0.1	240	0	24	24	24	144
	STORAGE ROOM	0	0	0.15	123	0	18	18		
HP-15	OFFICE SPACE	7	20	0	478	3	0	60	18	78
	OFFICE SPACE	7	20	0	640	5	0	100		
HP-16	CORRIDORS	0	0	0.1	135	0	14	14	14	114
	STORAGE ROOM	0	0	0.15	121	6	18	18		
HP-17	CORRIDORS	0	0	0.1	788	0	79	79	97	97
	OFFICE SPACE	7	20	0	252	4	0	80		
HP-18	CORRIDORS	0	0	0.1	87	0	9	9	320	350 ②
	OFFICE SPACE	7	20	0	240	1	0	20		
HP-19	STORAGE ROOM	0	0	0.15	123	0	18	18	320	350 ②
	OFFICE SPACE	7	20	0	161	1	0	20		
HP-20	CORRIDORS	0	0	0.1	419	0	42	42	42	62
	OFFICE SPACE	7	20	0	635	5	0	100		
HP-21	CORRIDORS	0	0	0.1	150	0	15	15	15	115
	OFFICE SPACE	7	20	0	670	6	0	120		
HP-22	STORAGE ROOM	0	0	0.15	235	0	35	35	35	155
	OFFICE SPACE	7	20	0	162	1	0	20		
HP-23	CORRIDORS	0	0	0.1	641	0	64	64	64	84
	OFFICE SPACE	7	20	0	402	2	0	40		
HP-24	LOBBIES	60	15	0	229	5	0	75	18	133
	STORAGE ROOM	0	0	0.15	117	0	18	18		

① CALCULATIONS BASED ON 2003 IMC TABLE 403.3. BALANCE TO UNIT MAXIMUM OSA CFM. CFM SHOWN IS FOR EACH UNIT.

② VENTILATION AIR PROVIDED EXCEEDS CODE REQUIRED MINIMUM DUE TO RESTROOM EXHAUST.



SCHEDULES, DETAILS AND VENTILATION CALCULATIONS

COPPER ADMIN BUILDING GILA COUNTY PUBLIC WORKS DEPARTMENT GLOBE, ARIZONA

PROJECT NUMBER:  
**15013**  
DATE: 04-08-2015  
DRAWN BY: E. GONZALEZ  
DESIGNED BY: E. GONZALEZ  
APPROVED BY: T. JOHNSTON  
SHEET NUMBER:  
**MO.3**

# DEMOLITION NOTES

1. REMOVE ALL EXISTING DUCTWORK, SUPPLY DIFFUSERS, EXHAUST FANS AND RETURN AND EXHAUST GRILLES.

**JOHNSTON ENGINEERING COMPANY**  
 HEATING, VENTILATION, AIR CONDITIONING, PLUMBING  
 9777 N. 91ST ST., STE. 100, SCOTTSDALE, AZ 85258  
 TELEPHONE (480) 443-8773 • FAX (480) 443-4591



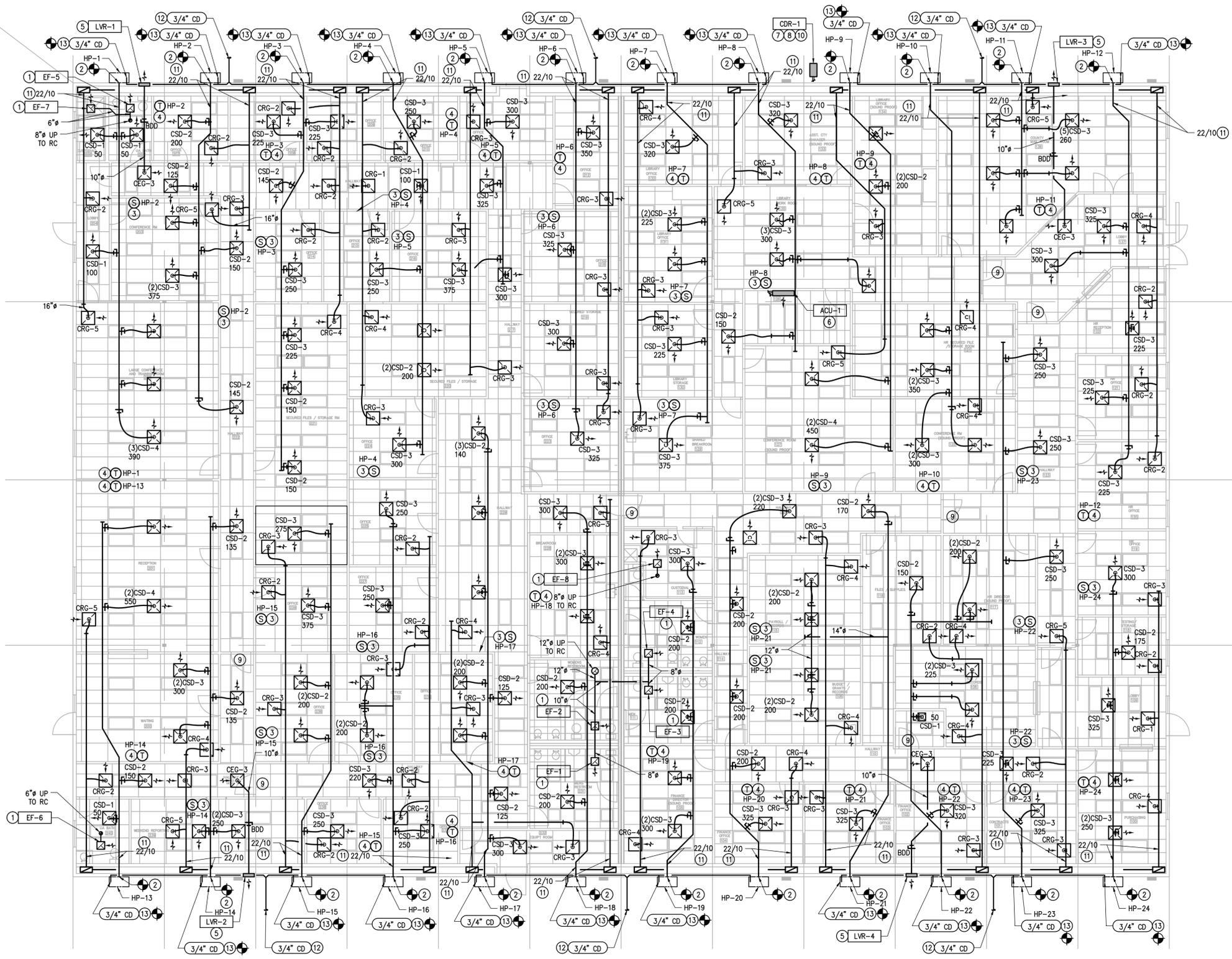

**MECHANICAL DEMOLITION PLAN**

**COPPER ADMIN BUILDING  
 GILA COUNTY PUBLIC WORKS  
 DEPARTMENT GLOBE, ARIZONA**

PROJECT NUMBER:  
**15013**  
 DATE: 04-08-2015  
 DRAWN BY: E. GONZALEZ  
 DESIGNED BY: E. GONZALEZ  
 APPROVED BY: T. JOHNSTON  
 SHEET NUMBER:  
**M1.1**



**MECHANICAL DEMOLITION PLAN**  
 SCALE: 1/8"=1'-0"  
 NORTH



### KEY NOTES

1. PROVIDE CEILING MOUNTED EXHAUST FAN. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. SEE SCHEDULE AND DETAIL B/MO.2.
2. CONNECT NEW 22/10 SUPPLY AND RETURN AIR DUCTWORK TO EXISTING HP AS SHOWN.
3. PROVIDE REMOTE TEMPERATURE SENSOR AS SHOWN. USE THE AVERAGE TEMPERATURE FOR ALL SENSORS TO CONTROL UNIT OPERATION. CONNECT TO UNIT SERVING SPACE. SENSOR SHALL BE COMPATIBLE WITH KMC FLEXSTAT 120063.
4. PROVIDE KMC FLEXSTAT 120063 TEMPERATURE SENSOR WITH CONTROLLER AS SHOWN. USE THE AVERAGE TEMPERATURE FOR ALL SENSORS TO CONTROL UNIT OPERATION. CONNECT TO UNIT SERVING SPACE.
5. PROVIDE LOUVER. LOCATE MINIMUM 10 FEET AWAY FROM ANY BUILDING OPENING AND AT LEAST 10 FEET ABOVE ADJACENT GRADE. SEE SCHEDULE AND DETAIL C/MO.2.
6. PROVIDE NEW DUCTLESS SPLIT SYSTEM AIR CONDITIONING UNIT. COORDINATE WITH SPACE CONSTRAINTS. SEE SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE AND DETAIL D/MO.2. PROVIDE MANUFACTURER'S CLEARANCES. FIELD ROUTE REFRIGERANT PIPING BETWEEN INDOOR AND OUTDOOR UNITS UTILIZING THE SHORTEST PRACTICAL DISTANCE. REFRIGERANT PIPING SIZES SHALL BE PER MANUFACTURER'S RECOMMENDATIONS TO ENSURE FUNCTION & WARRANTY. INSULATE ALL PIPES WITH ARMAFLEX CELLULAR FOAM AND PROVIDE METAL JACKET ON OUTDOOR EXPOSED PIPES. ROUTE CONDENSATE DRAIN PIPING THROUGH CEILING SPACE DOWN TO NEAREST MOPSINK, LAVATORY TAILPIECE OR EXTERIOR PLANTER. PROVIDE AIR GAP AND SUPPORT CONDENSATE PIPING PER 2003 IMC AND 2003 IPC.
7. PROVIDE NEW MINI-SPLIT SYSTEM AIR CONDITIONING OUTDOOR UNIT. PROVIDE MANUFACTURER'S RECOMMENDED CLEARANCES. SEE SCHEDULE AND DETAIL D/MO.2.
8. FIELD ROUTE REFRIGERANT PIPING BETWEEN INDOOR AND OUTDOOR UNITS UTILIZING THE SHORTEST PRACTICAL DISTANCE. REFRIGERANT PIPING SIZES SHALL BE PER MANUFACTURER'S RECOMMENDATIONS TO ENSURE FUNCTION & WARRANTY. INSULATE ALL PIPES WITH ARMAFLEX CELLULAR FOAM AND PROVIDE METAL JACKET ON OUTDOOR EXPOSED PIPES.
9. UNDERCUT DOOR BY 1-INCH TO PROVIDE RETURN AIR PATH.
10. PROVIDE FENCING AROUND MINI-SPLIT SYSTEM OUTDOOR UNIT.
11. PROVIDE 22/10 SUPPLY AND RETURN AIR MAIN DUCTWORK UP TO CONNECTION OF THE LAST DIFFUSER/GRILE.
12. ROUTE CONDENSATE DRAIN THRU CONCRETE CURB AND TERMINATE FLUSH WITH CURB SIDEWALL.
13. CONNECT 3/4" CONDENSATE DRAIN PIPE TO EXISTING HEAT PUMP AS SHOWN. ROUTE CONDENSATE DRAIN PIPE AGAINST THE ADJACENT WALL AND CONNECT TO CONDENSATE PIPE BELOW BUILDING. COORDINATE CONDENSATE DRAIN PIPING WITH BUILDING SUPPORTS.

**MECHANICAL PLAN**  
SCALE: 1/8"=1'-0"  
NORTH

ALL PLYWOOD BEAM PENETRATIONS SHALL BE DONE PER BUILDING MANUFACTURER SPECIFICATIONS. SEE DETAIL A/MO.3. CONTACT MODULAR SOLUTIONS LTD. AT (602) 952-9741 FOR MORE INFORMATION.

**JOHNSTON ENGINEERING COMPANY**  
HEATING, VENTILATION, AIR CONDITIONING, PLUMBING  
9777 N. 91ST ST., STE. 100, SCOTTSDALE, AZ 85258  
TELEPHONE (480) 443-8773 • FAX (480) 443-4591



**MECHANICAL PLAN**

**COPPER ADMIN BUILDING  
GILA COUNTY PUBLIC WORKS  
DEPARTMENT GLOBE, ARIZONA**

PROJECT NUMBER:  
**15013**  
DATE: 04-08-2015  
DRAWN BY: E. GONZALEZ  
DESIGNED BY: E. GONZALEZ  
APPROVED BY: T. JOHNSTON  
SHEET NUMBER:  
**M2.1**



**GILA COUNTY  
COPPER ADMIN BUILDING: INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

**ADDENDUM #1:**  
**DATE: 7/20/2015**

**CLARIFICATIONS:**

1. Requests for information prior to bidding (Section 01-06, page GP-7, General Provisions): Deadline for requests for information regarding bidding is 3:00PM, Tuesday, July 28, 2015.
2. Deadline for final Addendum to be issued is 3:00PM, Wednesday, August 5, 2015. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.
3. Allowances: (page 2 of 36, Technical Specifications, Section 20-05, page GP-14, General Provisions and Section 90-04, page GP-44, General Provisions): See referenced pages and sections. Allowance amount to be included in bid.

**ADDITIONAL INFORMATION ATTACHED:**

4. Attached Sign-In Sheet from Pre-Bid Walk-thru / Meeting is attached.
5. Demo plan

**This concludes Addendum No. 1 to Invitation for Bid No. 032315-1**



**MANDATORY PREBID WALK-THROUGH/MEETING: 07-15-15, 8:00 A.M.  
COPPER ADMINISTRATION BUILDING-INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
FCI Const Co	Keith Sabia	<i>[Signature]</i>	K.Sabia@fcicol.com	623-772-7400
Sellers + Sons T	Mike Sellers	<i>[Signature]</i>	Sellersmichael57@aol.com	520 295-1384
Marcanti Electric	Mark Marcanti	<i>[Signature]</i>	marcantielectric@gmail.com	928-405-0269
BURDEN ELE.	KRISTIE DUPONT	<i>[Signature]</i>	BURDENELECTRICAL@aol.com	928-402-0529
VPD-CG	JERRY REINHENDERGER	<i>[Signature]</i>	JERRY@VENTURACONTRACTING.COM	62-922-4166
VAI WEST	Ray Remos	<i>[Signature]</i>	WWW.VAIWESTCONSTRUCTION.COM	480-264-3909
Burden Electric & MECHANICAL	Rodney H Burden	<i>[Signature]</i>	Burdenmechanical@gmail.com	480-747-0064
PUEBLO MECHANICAL & CONCRETE	CHRIS SETHOW	<i>[Signature]</i>	CHRIS@PUEBLO-MECHANICAL.COM	480-353-1672
"	RHONDA BISHOP		RHONDA@PUEBLO-MECHANICAL.COM	520-310-7394
SD Crane Builders	Keith Burns	<i>[Signature]</i>	estimating@sdcranebuilders.com	480-466-1133
Oddonetto	Brian Oddonetto	<i>[Signature]</i>	boaddonetto@oddonetto.net	928 200 0023
RODRIGUEZ CONST. INC	WADE REPNAK	<i>[Signature]</i>	info@rodriguez-az.com	928 424 7244



**MANDATORY PREBID WALK-THROUGH/MEETING: 07-15-15, 8:00 A.M.  
COPPER ADMINISTRATION BUILDING-INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RAM Specialists	MATT KANNEGARD	<i>[Signature]</i>	RAMAZ@CASCONE.NET	928-473-3252
JMW Const. Co	Ralph READ	<i>[Signature]</i>	RalphRead@JMWConst.com	602-736-0703
BAYLEY CONSTRUCTION	PATRICK TACKOWSKI	<i>[Signature]</i>	Patrick.Tackowski@bayley.net	602 941-7064
IMCOH	Billy Teston	<i>[Signature]</i>	Billy.Teston@IMCOH-02.COM	602 708-8344
SDB, INC.	CODY JACK	<i>[Signature]</i>	CODY.JACK@SDB.COM	602-513-3728
LEJAS Corp	Terry MAHER	<i>[Signature]</i>	ringleb@lejascorp.com	480-775-1132
DIVISION NINE CONTRACTING	MATT WELCH	<i>[Signature]</i>	MATTW@DIVISIONNINEINC.COM	602-469-5730
KOODB AMON & SONS CONSTRUCTION	HOON KOO	<i>[Signature]</i>	hoonkoo@koodb.com	480-560-2233
SUN EAGLE CORPORATION	AS ALVAREZ	<i>[Signature]</i>	AS@SUNEBURCORPORATION.COM	928-757-4266
AMON & SONS Const.	MIKE AMON	<i>[Signature]</i>	Jason.Amon@Hotmail.com	928-474-0689
Low Mountain Inc	Blake Smith	<i>[Signature]</i>	acase@lowmountain.com	602-265-8201

COMPANY NAME  
AZTECA Glass

REP NAME  
Frank Hidalgo

SIGNATURE  
Frank S. Hidalgo

EMAIL ADDRESS  
James@AZTECA Glass.com

PHONE  
998-4258212



DEMO PLAN

SCALE: 1/8" = 1' - 0"



GILA COUNTY  
PUBLIC WORKS DEPT.  
GLOBE, ARIZONA



COPPER ADMIN BLDG  
GLOBE, AZ

4/9/15  
CARYN PAIGE  
CD PHASE



**GILA COUNTY  
COPPER ADMIN BUILDING: INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

**ADDENDUM #2:  
DATE: 7/29/2015**

**CLARIFICATIONS:**

1. The black lines on the Demo plan which was distributed through Addendum #1 on 07-20-15, indicate the remaining walls.
2. In the specs it states that "Type MC cable shall be the exception and not the norm". We understand that MC can not be used as home runs, but can it be used in walls for branch circuits out of Home Run Boxes? *The County will allow the use of MC cable in the walls for branch circuits. Aluminum MC cable is acceptable.*
3. In researching the exterior light fixtures specified, it appears that they do not have an emergency back up battery. Will you require one at all of the door openings? *Yes, if code requires it. All work must conform to applicable codes.*
4. Is there any EMS for lighting required? *All required EMS is on Drawing A3.*
5. Does the County have any requirements for grouping rooms and/or hallways for power and lighting? *Drawing E3 shows panel segments attempt to keep electrical in each segment associated with designated panel, when reasonable and cost effective.*
6. Will there be refrigerators and/or microwaves in any break rooms? *Yes, one small 15 amp appliance circuit in each.*
7. Are there panel schedules so we can plan on wire size? *The panel size is typical of each unit.*
8. Does the County have a requirement for a brand and/or style of floor boxes and trim for floor boxes? *Floor box: MANUFACTURER: Thomas and Betts/Steel City/Cat #68 D  
Trim: MANUFACTURER: Thomas and Betts/Steel City/Cat # P60 CACP*
9. Does the County have a requirement for a brand and/or style of the ceiling boxes and trim for ceiling boxes? *All ceiling outlets are located above the ceiling grid and any standard 4 square box with industrial cover is fine.*

10. On Sheet E3 in rooms 202, 127, and 125, there appear to be power/data strips. If this is the case, are there any specs that the County will require? *These depict possible video screen locations. Please disregard.*
11. What are the electric requirements for any means of heating water? *One (1) 30 amp 220 circuit. Please provide:*  
**ELECTRIC WATER HEATER**  
**AO Smith EJCS-20**  
*To be located in Custodial Room #113, north of the mop sink*
12. Will there be any outside GFI's? *No.*
13. On the sample AIA Pay Application, there is a column for stored materials. Can the stored materials be stored off site, like a shop yard? *The stored materials must be on site.*
14. Will the County have card readers for door locks? If so, what electric will be required? If circuit is required, where will they be located? *All card access will be performed by others.*
15. Will there be ADA door openers? If so, what electric will be required? If circuit is required, where will they be located? *None specified.*
16. Is there an E1 drawing? *No, there is no E1 drawing with this phase of the project.*
17. The drop in light fixtures that are specified in the specs are not energy efficient. Does the County want energy efficient light fixtures? *Bid specified fixtures.*
18. Whose responsibility is it to provide temporary power and lighting? *It is the General Contractors' responsibility.*
19. The hollow metal frames specified on page 11, are calling for 14 gauge frames. *The specifications should have said all exterior doors to be 14 gauge, which would not apply to this project. The correct specification is "All door frames shall be no lighter than 16 gauge steel".*
20. The hollow metal frames specified on page 11, are specifying "Seamless end channel closure pieces at door heads". Please clarify what seamless end channel closure pieces at door heads mean. *Disregard. "Seamless end channel closure pieces at door heads", does not apply to this project.*
21. Regarding the wood doors on page 12, are the doors to be stained or painted? If stained, what type of veneer does the County want? *Doors are to be stained – the color is to be determined. The veneer type shall be Birch.*
22. Is there a legend describing the shaded areas of the drawings? Especially drawing A5? *The shaded areas designate the rooms that are to receive sound and security walls. There is a difference in the shading that reflects only on room usage with no effect on type of construction, other than security walls not adjacent to sound proofed areas do not require insulation.*
23. Room 203 on Sheet A5-the walls are shown as sound walls. Sheet A2 does not indicate sound walls. Please clarify. *Room 203 has sound walls.*
24. Sheet A2-Beside door 127 of Room 134 and near door 100C of Lobby 109, there are windows indicated. Please clarify make and size. *Those are not windows. Please disregard.*
25. Architectural Woodwork spec section, pages 9 and 10. Are the bathroom counters, angle arm frames and Corian top included in the allowance? *Yes.*
26. Sheet P1-New 4" waistline indicates Tie-in to existing 4" line or manhole. Please clarify which, and if in to the manhole we need distance and depth of the manhole. *Extend line 4 foot beyond edge of building. The remainder of the line will be in the next phase of the project.*

27. Sheet P1-SK1 wall hung unit for corner lavatories on sheet 25 of 36, the plumbing specifications do not include a wall hung lavatory and the cabinet details do not include a cabinet at these two (2) locations. Please advise if we are to add a cabinet and top or please provide specifications for a wall hung lavatory and carrier. ***Provide a wall hung lavatory to be installed in UA bathrooms #206 and #240 as follows:***  
***American Standard***  
***LUCERNE WALL-HUNG LAVATORY***  
***0356.041***  
***Using faucet specified in technical specification, page 25***
28. Sheet E3 indicates transformer T1-T4 and utility company equipment, and all reference sheet E-101 Electrical Site Plan. This sheet was not provided in our document package. ***Sheet E-101 is not applicable to this phase of the project.***
29. We need a one line electrical diagram if one is not included on sheet E101. ***This will be addressed in the next phase of the project. It is not part of this phase of the project.***
30. For IT connection box, conduit and pull wire. Can the ¾" conduit terminate above accessible ceiling? Gila County subcontractor would need to run plenum rated wire with support for this to happen. Please clarify if each tele/data is to be a ¾" conduit home run and also where they run to. ***Install ¾" conduit terminating above the ceiling grid, plenum rated wire and supports will be used.***
31. Page M2.1-Note #10 – "Provide fencing around mini-split outdoor unit". There is no Spec or details on fencing. Please clarify. ***Please disregard Page M2.1-Note #10 "Provide fencing around mini-split outdoor unit" and INSERT "mount on exterior wall with manufacturer approved wall mount kit. Location to be determined, but accessible from ground level".***
32. No bath accessories are shown or specified, outside of grab bars and partitions. Please clarify. ***In order to maintain uniformity throughout our facilities the County shall provide and install all paper and soap dispensers.***
33. Plans indicate a new fire sprinkler system as part of the allowance. Is there a fire riser in the building or will this need to be installed as well? Fire riser was not located during pre-bid meeting. ***There is an allowance to modify existing fire sprinkler system. The fire riser is located on the exterior of the east side of the building.***
34. Is there existing underground piping for the fire riser? There are no site/civil plans indicating what is existing. Will there be any site work in this project? ***A new line has been extended to within forty feet of the fire riser, where a new hydrant was installed. All site work will be in the next phase of construction. A temporary connection to the hydrant can be used for testing of the system.***
35. Do the existing heat pumps have motorized outside air dampers, or do they need to be added? Or could we get a model # of the existing? ***The make of unit is BARD and Model # is WA482-A10XX4XXX.***
36. **BID BOND AND/OR PERFORMANCE BOND:** Will a bid bond and/or performance bond be required from the subcontractor? ***Gila County requires a bid bond, statutory performance bond and a statutory labor and material bond from the General Contractor.***

**This concludes Addendum No. 2 to Invitation for Bid No. 032315-1**



**GILA COUNTY  
COPPER ADMIN BUILDING: INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

**ADDENDUM #3:**  
**DATE: 8/05/2015**

**NOTICE TO BIDDERS:**

Notice to Bidders is hereby given that the bid opening location has been moved from the Guerrero Building to the Gila County Courthouse Board of Supervisors Hearing Room in the Globe Courthouse at 1400 E. Ash Street, in Globe, AZ. Entry is on the North side of the Courthouse, through the Security entrance.

**This concludes Addendum No. 3 to Invitation for Bid No. 032315-1.  
The bid due date of 08-13-15 and the bid due time of 4:00 P.M. MST remain the same.**



**GILA COUNTY  
COPPER ADMIN BUILDING: INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

**ADDENDUM #4:**  
**DATE: 8/07/2015**

**CORRECTION:**

Please note: the Domestic Water and the Fire Riser locations are adjacent to the Sewer line at the South side of the building, not the East side.

**This concludes Addendum No. 4 to Invitation for Bid No. 032315-1.  
The bid due date of 08-13-15 and the bid due time of 4:00 P.M. MST remain the same.**

**AS-READ BID RESULTS****GILA COUNTY****BID****TITLE:** Copper Admin Building-Interior Renovation**BID****NO:** 032315-1**Due Date:** 8-13-15/4:00 P.M.

BIDDER FIRM NAME	BID AMOUNT
SD Crane Builders	\$ 1,038,000.00
Valwest Construction	\$ 1,065,416.43
JMW Construction, Inc.	\$ 1,085,390.00
FCI Constructors, Inc.	\$ 1,122,000.00
Oddonetto Construction, Inc.	\$ 1,179,607.00
Sellers & Sons, Inc.	\$ 1,187,000.00
Bayley Construction	\$ 1,389,000.00

NOTE: These are "As-Read Bid Results" only. Award is pending Gila County Board of Supervisors approval at the 09-01-15 Board of Supervisors meeting.

PLAN HOLDER LIST

GILA COUNTY



Copper Admin Bldg-Interior

Title Renovation

Due Date: 8/13/2015

PLAN HOLDER LIST

Bid No: 032315-1

07-08-15 emailed Mechanical drawings

07-29-15 emailed Addendum #2

08-07-15 emailed Addendum #4

07-20-15 emailed Addendum #1

08-05-15 emailed Addendum #3

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
La Casa Bella Builders	<a href="mailto:lacasabellabuilders@yahoo.com">lacasabellabuilders@yahoo.com</a>	928-425-2450	Shane	7/1/2015	IFB	
Hunter & Hunter Construction	<a href="mailto:khunter44@cablone.net">khunter44@cablone.net</a>	928-425-6515	Karen Hunter	7/1/2015	IFB	
Oddonetto Construction	<a href="mailto:boddonetto@oddonetto.net">boddonetto@oddonetto.net</a>	928-425-3608	Brian Oddonetto	7/1/2015	IFB	
Visus Engineering	<a href="mailto:rsmith@visusinc.com">rsmith@visusinc.com</a>	480-833-8268	Robert Smith	7/1/2015	IFB	
Dream Pole Construction	<a href="mailto:timhumphrey.59@gmail.com">timhumphrey.59@gmail.com</a>	928-701-1455	Tim Humphrey	7/1/2015	IFB	
Rodriguez Constructions	<a href="mailto:Art@rodriguez-az.com">Art@rodriguez-az.com</a>	928-425-7244	Art Rodriguez	7/1/2015	IFB	
Blue Book	<a href="http://www.bluebook.com">www.bluebook.com</a>		Posted on Blue Book website by County Contracts Administrator	7/1/2015	IFB	
5D Mining & Construction (Ben)	<a href="mailto:5dben@live.com">5dben@live.com</a>	928-425-2998	Ben Dalmolin	7/1/2015	IFB	
SDB, Inc.	<a href="mailto:Doyle.Kahabka@sdb.com">Doyle.Kahabka@sdb.com</a>	480-967-5810	Doyle Kahabka	7/1/2015	IFB	

**PLAN HOLDER LIST**

**GILA COUNTY**



**Copper Admin Bldg-Interior**

**Due Date: 8/13/2015**

**Title Renovation**

**PLAN HOLDER LIST**

**Bid No: 032315-1**

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Woodruff Construction	<a href="mailto:Wade.Woodruff@woodruffaz.com">Wade.Woodruff@woodruffaz.com</a>	480-921-1925	Wade Woodruff	7/1/2015	IFB	
Vertical Build	<a href="mailto:kelly@vertical-build.com">kelly@vertical-build.com</a>	480-231-4066	Kelly	7/1/2015	IFB	
Dodge Data & Analytics	<a href="mailto:Breanna.treto@construction.com">Breanna.treto@construction.com</a>	626-737-7447	Breanna Treto	7/1/2015	IFB	
Kroll Contractors, Inc.	<a href="mailto:Bernard@krollcontractorsinc.com">Bernard@krollcontractorsinc.com</a>	480-226-2458	Bernard Kroll	7/1/2015	IFB	
Division Nine Contracting	<a href="mailto:Mattw@divisionnineinc.com">Mattw@divisionnineinc.com</a>	602-437-8900	Matt	7/1/2015	IFB	
Rucci Contracting Services	<a href="mailto:chris@ruccicontracting.com">chris@ruccicontracting.com</a>	480-447-2411	Chris	7/1/2015	IFB	
JNL Contracting, Inc.	<a href="mailto:jnlci@yahoo.com">jnlci@yahoo.com</a>	928-468-9003	Roxann	7/1/2015	IFB	
Mountain Retreat Builders	<a href="mailto:johnnyrayo58@gmail.com">johnnyrayo58@gmail.com</a>	928-606-4674	John Oddonetto	7/1/2015	IFB	
Noble Building LLC	<a href="mailto:noblebuildingllc@yahoo.com">noblebuildingllc@yahoo.com</a>	928-478-0059	Byron	7/1/2015	IFB	

PLAN HOLDER LIST

GILA COUNTY



Copper Admin Bldg-Interior

Title Renovation

Due Date: 8/13/2015

PLAN HOLDER LIST

Bid No: 032315-1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Marcanti Electric	<a href="mailto:marcantielectric@qwestoffice.net">marcantielectric@qwestoffice.net</a>	928-425-0269	Mark Marcanti	7/1/2015	IFB	
Burden Electric	<a href="mailto:burdenelectric@aol.com">burdenelectric@aol.com</a>	928-402-0379	Rodney Burden	7/1/2015	IFB	
Pueblo Mechanical	<a href="mailto:john@pueblo-mechanical.com">john@pueblo-mechanical.com</a>	520-545-1044	John Neuser	7/1/2015	IFB	
Pueblo Mechanical	<a href="mailto:rhonda.morris@pueblo-mechanical.com">rhonda.morris@pueblo-mechanical.com</a>	520-310-7394	Rhonda Morris	7/1/2015	IFB	
Kino Floors	<a href="mailto:kinofloors@qwestoffice.net">kinofloors@qwestoffice.net</a>	928-425-9443	Kino Floors	7/1/2015	IFB	
AM Jackson Electric	<a href="mailto:amichaeljackson@gmail.com">amichaeljackson@gmail.com</a>	928-978-1338	Michael	7/1/2015	IFB	
Azteca Glass	<a href="mailto:jameslangley13@yahoo.com">jameslangley13@yahoo.com</a>	602-626-1774	James	7/1/2015	IFB	
MDC Electrical	<a href="mailto:mdcelectrical@cableone.net">mdcelectrical@cableone.net</a>	928-812-2708	Walter	7/1/2015	IFB	
KWIK Kool	<a href="mailto:kwcrick@hotmail.com">kwcrick@hotmail.com</a>	928-425-6445	Ken	7/1/2015	IFB	

PLAN HOLDER LIST

GILA COUNTY



Due Date: 8/13/2015

Title Copper Admin Bldg-Interior

PLAN HOLDER LIST

Bid No: 032315-1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
DutchAire	<a href="mailto:tnjdutcher@yahoo.com">tnjdutcher@yahoo.com</a>	928-425-0236	Troy Dutcher	7/1/2015	IFB	
Waltz Construction	<a href="mailto:jeff@waltzconstruction.com">jeff@waltzconstruction.com</a>	480-759-9622	Jeff Baer	7/1/2015	IFB	
Rural Arizona Maintenance Specialists	<a href="mailto:ramaz@cablone.net">ramaz@cablone.net</a>	928-701-1242	Matthew	7/1/2015	IFB	
Earthquest Plumbing	<a href="mailto:earthquest07@q.com">earthquest07@q.com</a>	928-425-2111	Tim	7/1/2015	IFB	
OMR Builders LLC	<a href="mailto:rluker@omrbuilder.com">rluker@omrbuilder.com</a>	480-671-9876	Rodney	7/1/2015	Blue Book	
Sun Eagle Corporation	<a href="mailto:ctaylor@suneaglecorporation.com">ctaylor@suneaglecorporation.com</a>	480-961-0004	Cheryl Taylor	07-06-15 downloaded from County website		
Patterson Enterprises, Inc.	<a href="mailto:cindynoline@hotmail.com">cindynoline@hotmail.com</a>	480-489-6644	Cindy Noline	07-06-15 downloaded from County website		
Low Mountain Construction	<a href="mailto:apecha@lowmountain.com">apecha@lowmountain.com</a>	602-265-2201	Andrea Pecha	7/6/2015		

PLAN HOLDER LIST

GILA COUNTY



Due Date: 8/13/2015

Title Copper Admin Bldg-Interior

PLAN HOLDER LIST

Bid No: 032315-1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Spray Systems Environmental	<a href="mailto:Sseery@spray-eri.com">Sseery@spray-eri.com</a>	602-757-9067	Shawn Seery	7/6/2015	IFB	
Jonovich Companies	<a href="mailto:jjjonovich@jonovichcompanies.com">jjjonovich@jonovichcompanies.com</a>	928-425-8300	Joshua Jonovich	7/9/2015	IFB	7-14-15 Per Wayne Jonovich, unable to quote at this time.
Construction Maraket Data Group LLC	<a href="mailto:lou.panaligan@cmdgroup.com">lou.panaligan@cmdgroup.com</a>	323-602-5079	Lou Panaligan	7/10/2015	IFB	
SD Crane Builders, Inc.	<a href="mailto:kmurphy@sdcranebuilders.com">kmurphy@sdcranebuilders.com</a>	480-832-1777	Kim Murphy	7/10/2015	IFB	
Koo Design-Build	<a href="mailto:hoonkoo@koodb.com">hoonkoo@koodb.com</a>	480-560-2233	Hoon Koo	7/10/2015	IFB	
Vinrose Corporation	<a href="mailto:vinrosecorp@yahoo.com">vinrosecorp@yahoo.com</a>	928-474-5537	Vincent Palandri	7/15/2015	IFB	
Amond Builders, Inc.	<a href="mailto:jason.amon@hotmail.com">jason.amon@hotmail.com</a>	928-951-4266	Jason Amon	7/15/2015	IFB	



**MANDATORY PREBID WALK-THROUGH/MEETING: 07-15-15, 8:00 A.M.  
COPPER ADMINISTRATION BUILDING-INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
FCI constors	Keith Sabia		K.SABIA@FCIOL.COM	623-772-7400
Sellers + Sons Tr	Mike Sellers		Sellersmichael57@AOL.COM	520 295-1384
Marcanti Electric	Mark Marcanti		MARCANTELECTRIC@gmail.com	928-425-0267
BURDEN E/2	KRISTE DUPONT		BURDENELECTRIC@AOL.COM	928-402-0579
VPD-CG	JERRY REICHENBERGER		JERRY@VENTURAContracting.COM	602-920-4166
VAL WEST	Roy Remos		WWW.VALWESTCONSTRUCTION.COM	480-264-3909
Burden Electric & MECHANICAL	Rodney H Burden		BurdenMECHANICAL@gmail.com	480-747-0064
PUEBLO MECHANICAL & Constors	CHRIS SEPRAW		CHRIS@PUEBLO-MECHANICAL.COM	480-353-1672
11	RHONDA BISHOP		RHONDA@PUEBLO-MECHANICAL.COM	520-310-7394
SD Crane Builders	Keith Burns		estimating@sdcranebuilders.com	480-466-113
Oddonetto	Brian Oddonetto		Boddonetto@Oddonetto.net	974 200 0023
RODRIGUEZ CONST. INC	WADE REPUAK		info@rodriguez-az.com	928 424 7244



**MANDATORY PREBID WALK-THROUGH/MEETING: 07-15-15, 8:00 A.M.  
COPPER ADMINISTRATION BUILDING-INTERIOR RENOVATION  
INVITATION FOR BID NO. 032315-1**

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RAM SPECIALISTS	MATT KANNEGASSEN	<i>[Signature]</i>	RAMAZ@CABLEONE.NET	928-473-3232
JMW Const. Co	Ralph REED	<i>[Signature]</i>	<del>JohnW@JMWConst.com</del>	602-736-0703
BAYLEY CONSTRUCTION	PATRICK TACKOWSKI	<i>[Signature]</i>	Patrick.Tackowski@bayley.net	602-441-7064
IMCOH	Billy Teston	<i>[Signature]</i>	Billy.Teston@IMCOH-AZ.COM	602-708-8344
SDB, INC.	CODY JACK	<i>[Signature]</i>	CODY.JACK@SDB.COM	602-513-3728
LEJAS Corp	Terry MAHER	<i>[Signature]</i>	ringleb@lejascorp.com	480-775-1152
DIVISION MINE CONTRACTING	MATT WELCH	<i>[Signature]</i>	MATTW@DIVISIONMINECONTRACTING.COM	602-469-5732
KOODB	HOON KOV	<i>[Signature]</i>	hkoov@Koodb.com	480-560-2233
AMON & SON'S CONSTRUCTION	JASON AMON	<i>[Signature]</i>	Jason.Amon@hotmail.com	928-357-4266
SUN EAGLE CORPORATION	Art Alvarez	<i>[Signature]</i>	ARTSUNEBUSCORPORATION.COM	602.757.4052
AMON + Sons Const.	MIKE AMON	<i>[Signature]</i>	Jason.Amon@Hotmail.com	928-474-0689
Low Mountain Inc	Blake Smith	<i>[Signature]</i>	acase@lowmountain.com	602-265-2201

COMPANY NAME

AZTECA Glass

REP NAME

Frank Hidalgo

SIGNATURE

Frank S Hidalgo

EMAIL ADDRESS

James@AZTECA Glass.com

PHONE

928-4258212

BID OPENING SIGN IN SHEET

GILA COUNTY



Due Date 8/13/2015

Title Copper Administration Building-Interior Renovation

Invitation for Bid No. 032315-1

Time 4:00 P.M.

Location 1400 E. Ash Street-Guerrero Building-Globe, AZ 85501

COMPANY NAME	REPRESENTATIVE NAME	PHONE NUMBER	EMAIL ADDRESS
VALWEST CONST.	JERRY BURGESS	480-861-3099	jburgess@valwestconst.com
Gila County	Betty Hurst	928-402-4355	bhurst@gilacountya2.gov
GILA COUNTY	JEANNIE SGROT	928-402-8612	jsgrot@gilacountya2.gov
ODDONETTO CONST.	Brian Odonetto	928 200 0023	boddonetto@oddonetto.net
Gila County	Steve Sanders	X 8530	ssanders@gilacountya2.gov
JMW CONST	Ralph READ	602-359-0496 <del>602-363-8430</del>	JWilson@JMWconst.com
ZACH R. FLE CONSTRUCTORS	ZACH PETERSON	623 772 7400	ZPETERSON@FLOZ.COM
BAYNE CONST.	RICK REIGEL	623-760-5250	RICK.REIGEL@BAYNE.NET
Sellers & Sons, Inc.	Jack Sellers	623-882-8929	jack@sellersandsous.com
S.D. Crane Builders	Cindy Bourassa	480-832-1777	cbourassa@solarcranebuilders.com
Robt Gila County	Robert Chickma	928-200-1643	rchickma@gilacountya2.gov





## BID SUBMITTAL CHECKLIST (CK1)

### BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.**

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

**Failure to include all required documents may invalidate the bid.**



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/2015 Addendum No. 3 Dated 8/5/2015

Addendum No. 2 Dated 7/29/2015 Addendum No. 4 Dated 8/7/2015

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One Million thirty-eight thousand Dollars (\$ 1,038,000\*).  
& 20/100

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of  
SD Crane Builders, Inc.

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

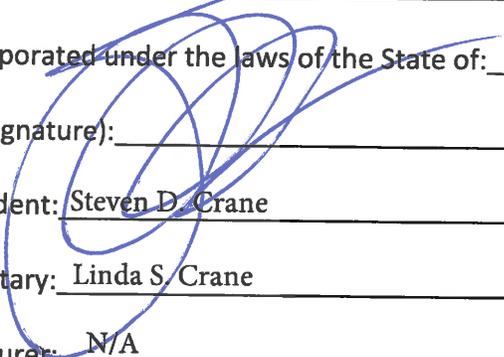
**If by a Corporation:**

(SEAL)

Corporate Name: SD Crane Builders, Inc.

Corporate Address: 1901 E. University Dr. Suite 330 Mesa, AZ 85203

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: August 13th 2015

President: Steven D. Crane

Secretary: Linda S. Crane

Treasurer: N/A

**If by a Firm or Partnership:**

Firm or Partnership Name: N/A

Firm or Partnership Address: N/A

By (Signature): N/A Date: N/A

Name and Address of Each Member: N/A

N/A

N/A

**If by an Individual:**

Signature: N/A Date: N/A

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned S D Crane Builders, Inc., as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Company a corporation duly organized under the laws of the State of Indiana, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

August 13, 2015

S D Crane Builders, Inc.  
Principal

Hartford Casualty Insurance Company  
Surety

By Steven D. Crane  
Title President

Jennifer Castillo  
By Attorney-in-Fact  
Jennifer Castillo, Attorney-in-fact

Address, Attorney-in-Fact  
1819 E Morten Suite 220, Phoenix, AZ 85020

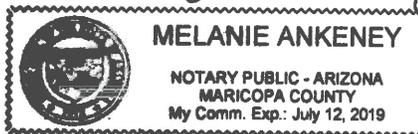
Subscribed and sworn to before me

This 13th day of August, 2015

My commission expires: July 12, 2019

Notary Public

Melanie Ankenev



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59-303041

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Ronald G. Hecksel, Melanie Ankeney, Jennifer Castillo, Joseph Clarcken, III, Andrew J. Paffenbarger, Scott Wareing of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 13, 2015

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



## QUALIFICATION AND CERTIFICATION FORM (QC1-2)

### Purpose

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

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

### **BID NO. 032315-1 COPPER ADMIN BUILDING INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

SD Crane Builders, Inc. - 1901 E. University Dr. Suite 330 Mesa, AZ 85203

Phone: 480-832-1777

Steven D. Crane - [scrane@sdcranebuilders.com](mailto:scrane@sdcranebuilders.com)

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
       Yes   XX   No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
       Yes   XX   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?        Yes   XX   No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .85 - 2014

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

1. **Current Arizona Contractor License Number:** AZ ROC 175959

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
Steven D. Crane  
\_\_\_\_\_  
**Printed Name**  
President  
\_\_\_\_\_  
**Title**



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

Self                      175959                      John Farley 480-832-1777  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

Tortolita Carpentry                      104824                      Les 520-548-3727  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

Gridmen Interiors                      185162                      Bobby Forshee 602-703-0973  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

Design Drywall West                      049385                      Bob Clark 480-951-4169  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**PLUMBING**

Irontree Construction, Inc                      074386                      Matt DeHerrera 480-969-9966  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**ELECTRICAL**

JBI Electric Co                      183921                      BJ Roth 480-345-1921  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**HVAC**

Burden Mechanical 295622 Kristi 928-402-0379  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE ALARM**

JB Electric Co. 183921 BJ Roth 480-345-1921  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE SPRINKLER**

Fire Pro 173126 Jim Bayance 480-515-4326  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FLOORING**

Wholesale Floors 245663 Dan McShane 602-248-7878  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**MILLWORK**

A.C.E. 083409 Travis Brewer 602-272-7055  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**STOREFRONT SYSTEMS**

Alugas 136444 Bill Scaff 480-752-0523  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST**

N/A  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of August 13, 2015  
[BID OPENING DATE]

Steven D. Crane, August 13, 2015 SD Crane Builders, Inc. [company]  
[authorized representative] [date]



### A Brief History of the Contractor's Firm

SD Crane Builders, Inc. is a General Commercial Contractor located at 1901 E. University Drive, Suite 330, Mesa, Arizona. Date of Incorporation was May 14, 2002 and we have been in business for 13 years, operating under a B-01 Contractor's License, #ROC175959. We specialize in tenant improvements, remodels, and new building construction. SD Crane Builders, Inc. has never failed to complete any work, nor had any judgments, claims or arbitrations since inception. Our work is not complete until the Customer is 100% satisfied!



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

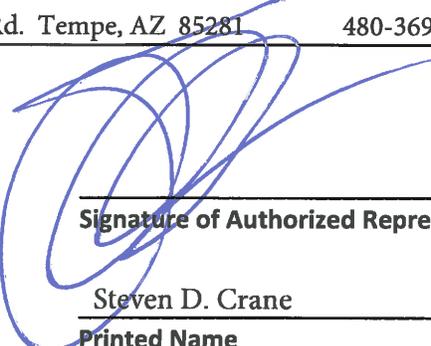
These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Maricopa Cty College District - 24101 W. 14th St. Tempe, AZ 85281	602-463-6565	Doug McCarthy
Mesa Public Schools - 63 E. Main St. Mesa, AZ 85201	480-452-8055	Dennis Gearhart
Maricopa Cty College District - 24101 W. 14th St. Tempe, AZ 85281	480-461-7095	Richard Cluff
Arizona State University 1551 S. Rural Rd. Tempe, AZ 85281	480-369-0344	Terry Beier

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

Steven D. Crane  
\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Title**

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: Maricopa        )

Steven D. Crane

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he is President

\_\_\_\_\_  
(Title)

of SD Crane Builders, Inc.

\_\_\_\_\_  
(Name of Business)

and

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
SD Crane Builders, Inc.

\_\_\_\_\_  
(Name of Business)

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

SD Crane Builders, Inc.

\_\_\_\_\_  
Name of Business

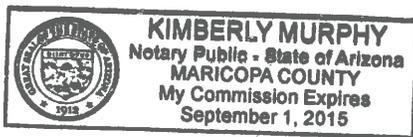
Steven D. Crane

By \_\_\_\_\_

President

\_\_\_\_\_  
Title

Subscribed and sworn to before me this 13th day of August, 2015.



My Commission expires: Sept. 1st 2015

Notary Public Kimberly Murphy

*Handwritten signature of Kimberly Murphy in blue ink.*



**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

XX It is my intention to subcontract a portion of the work.

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

SD Crane Builders, Inc.

Name of Firm

Steven D. Crane

By: (Signature)

President

Title

August 13, 2015

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$ \_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day.**

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**CONTRACTOR:**

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

\_\_\_\_\_  
**Contracting Company Name**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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

**STATUTORY PERFORMANCE BOND (CPB-1)  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and \_\_\_\_\_

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMIN BUILDING, INTERIOR RENOVATION**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
By:

**STATUTORY LABOR AND MATERIALS BOND (LMB-1)**

**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF**

**THE ARIZONA REVISED STATUTES**

**(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for COPPER ADMIN BUILDING, INTERIOR RENOVATION which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress



## CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Steven D. Crane, representing  
SD Crane Builders, Inc. (company name)

do hereby warranty the work performed for the:

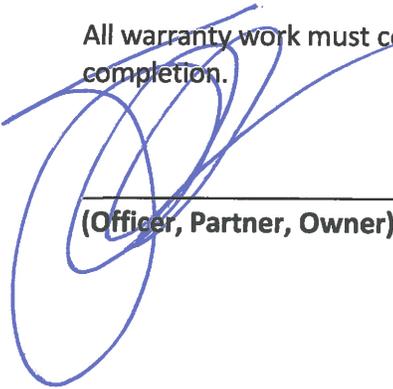
### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

  
Steven D. Crane, President  
**(Officer, Partner, Owner)**

August 13, 2015  
**Date**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net change by Change Orders \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \_\_\_\_\_
5. RETAINAGE:
  - a. % of Completed Work \$ \_\_\_\_\_  
(Column D + E on G703)
  - b. % of Stored Material \$ \_\_\_\_\_  
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ \_\_\_\_\_

CONTRACTOR: Arizona PrefMasters, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - A193 - © 1992  
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W. WASHINGTON, DC 20006-6562

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 05 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS</b>									

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity.



## BID SUBMITTAL CHECKLIST (CK1)

### BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.**

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3) ✓
- Surety Bid Bond (BB1) ✓
- Qualification & Certification Form (QC1-2) ✓
- Subcontractors List (SL1-2) ✓
- Contractors Reference List (RL-1) ✓
- Affidavit of Non-Collusion (ANC-1) ✓
- Subcontractor Certification (SC-1) ✓
- Construction Contract (C1-5) ✓
- Contract Performance Warranty (CPW-1) ✓

**Failure to include all required documents may invalidate the bid.**



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/15 Addendum No. 3 Dated 08/05/15  
Addendum No. 2 Dated 7/29/15 Addendum No. 4 Dated 08/07/15

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One million sixty five thousand four hundred sixteen dollars and 43/100 \_\_\_\_\_ Dollars (\$ 1,065,416.43 ).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Val-E-West Construction Inc DBA: Valwest Construction  
1372 N. Nielson St.  
Gilbert, AZ 85234

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

(SEAL)

Corporate Name: VAL-E-WEST CONSTRUCTION, INC. DBA: VALWEST CONSTRUCTION

Corporate Address: 1372 N. NELSON ST

Incorporated under the laws of the State of: ARIZONA

By (Signature): [Signature] Date: 8/13/15

President: ERNIE VALDEZ

Secretary: -

Treasurer: -

**If by a Firm or Partnership:**

Firm or Partnership Name: N/A

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: N/A Date: \_\_\_\_\_

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned Val-E-West Construction Inc DBA Valwest Construction, as Principal, hereinafter called the Principal, and North American Specialty Insurance Company a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: this 10th day of August, 2015.

Val-E-West Construction Inc DBA Valwest Construction

North American Specialty Insurance Company

Principal  
Ernie Valdez

Surety  
Andrea T. Windish

By  
President

By Attorney-in-Fact, Andrea T. Windish

Title

1050 W. Washington, Suite 233, Tempe AZ 85281

Address, Attorney-in-Fact

Subscribed and sworn to before me

This 10th day of August, 2015

My commission expires: March 17, 2019

Notary Public Michelle Lippitt  
Michelle Lippitt



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOSEPH C. DHUEY, CHARLES A. TOUCHE, TINA MARIE BERGER, ANDREA T. WINDISH,
TINA NIERENBERG, AMY SCOTT, SARALYN B. SEYMOUR and DANIEL L. WALSH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



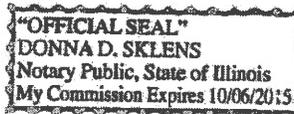
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of October, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of October, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of August, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



## QUALIFICATION AND CERTIFICATION FORM (QC1-2)

### Purpose

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

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

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

VALWEST CONSTRUCTION - 480-201-1484  
1312 N. Nielson St Gilbert, AZ 85234  
ernval@valwestconst.com

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm. *Attached*
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference. *Attached*
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; ✓ shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services. *Attached*
- e. Gila County reserves the right to request additional information.

6 Contractor Experience Modifier (e-mod) Rating: *.84*

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

1. Current Arizona Contractor License Number: *KB-DI 151999 A-2167710*

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

*JERRY BURGESS*  
\_\_\_\_\_  
Printed Name

*PROJECT MANAGER*  
\_\_\_\_\_  
Title

# Valwest Construction

## Copper Admin Building Price Sheet

Description			Hard Total
			\$ -
			\$ -
Fire Sprinkler System Modifications (ALLOWANCE)			\$ 25,000.00
Fire Alarm System (ALLOWANCE)			\$ 20,000.00
Millwork (ALLOWANCE)			\$ 125,000.00
Unforeseen Conditions (ALLOWANCE)			\$ 50,000.00
Doors and Hardware			\$ 84,725.00
Aluminum Metal Store Front Door/Window Units			\$ 10,250.00
Rough Carpentry			\$ 16,000.00
Drywall			\$ 56,400.00
FRP (Fiber Reinforced Plastic) Panels			\$ 6,000.00
Plumbing			\$ 40,500.00
Electrical			\$ 130,800.00
Paint			\$ 25,505.00
Acoustical Ceiling			\$ 49,880.00
Flooring			\$ 111,925.00
Bath Accessories			\$ 6,000.00
Mechanical			\$ 109,000.00
Insulation			\$ 8,000.00
Cabinet and Counter Top Install			\$ 6,000.00
5/8 Drywall at sound wall			\$ 2,600.00
Fire Extinguishers			\$ 3,000.00
Bonds and Insurance			\$ 24,625.00
		\$ -	\$ -
		\$ -	\$ -
<b>Subtotal</b>			\$ 911,210.00
<b>General Conditions</b>			\$ 46,950.00
<b>OH/P %</b>			\$ 57,489.60
<b>Tax</b>			\$ 49,766.83
<b>Total</b>			\$ 1,065,416.43



**Val-E-West Construction, Inc.**  
**DBA: Valwest Construction, Inc.**

1372 North Nielson Street Gilbert, AZ 85234 PH: 480-269-3909 Fax: 480-471-6204

Invitation for Bid No. 032315-1

**Request for Proposals**

**Gila County**

**Copper Admin Building: Interior  
Renovation**



**Valwest Construction**

**Presented to:**  
**Gila County**  
**August 13<sup>th</sup> 2015**  
**4:00 pm**



## Valwest Construction

1372 North Nielson Street Gilbert, AZ 85234  
Phone: 480-269-3909 Fax: 480-471-6204

### 1. Contractor's Experience with Similar Projects:

#### I. Past Projects-



#### a. Demo and New Construction of 10 Homes

- Overall Value: \$1,318,872.00
- Sacaton, AZ

#### 1. Facility Operator- Department of Community Housing

- a. Contact-Tina Notah 520-562-3904

#### 2. Project Manager- Department of Community Housing

- a. Contact- Paul Flores 520-709-9864

#### 3. Owner- Gila River Indian Community Property & Supply

- a. Contact Cynthia Gerard 520-562-6084

#### b. Brief description of the facility, type of supervision, electronic and security systems used, style and/or special features:

- Description of firm's role-
  - Valwest demolished and removed 10 masonry homes and built new homes in their place for low income rental units for members of the Gila River Indian Community.
  - All demo, earthwork, surveying, post-tension concrete, masonry, framing, plumbing, electrical, HVAC, insulation, windows drywall, finish carpentry, paint, flooring, cabinetry, roofing, landscaping, chain link fencing, etc. for new home construction.
- Type of Supervision:
  - Work was completed utilizing in-house labor as well as the management of subcontractors by the company president, project manager and superintendent.
- Electronic and Security Systems:
  - The project had a secure chain link fence around it, and Gila River Indian Community Police that patrolled the area to help prevent and vandalism and/or theft.
- Style and/or special features:
  - Project consisted demoing and new construction of 10 masonry homes some included split face block, R-8 duct insulation, T1-11 exterior decking at carports and patios, landscaping, etc.

**c. Total square footage constructed (more detailed scope of work)**

- Work included all demo, earthwork, construction of 10 homes totaling 27,354 square feet, driveways, chain link fencing and landscaping entire front and back yards.

**d. Present status of Project:**

- Completed

**e. Identify the Contractor's project manager and other key professionals involved. Specify the role of each professional:**

- Ernie Valdez, President: Involved with every aspect of the project.
- Jerry Burgess, Project Manager: Involved with all of the day to day operations including scheduling, estimating, pay applications, RFIs, change order requests, submittals, quality control, etc.
- Ronnie Valdez, Superintendent: Responsible for on-site day to day operations including supervision of crews, maintaining schedules, material orderings, quality control, lay-out, etc.

**f. A history of change orders on the project including amount and reason for the change:**

- Accepted bid amount and final project billing amount-
  - Accepted \$1,189,992/ Current \$1,318,872
  - The final amount was due to the addition landscaping, chain link fencing, grading, and finish carpentry that was not a part of the original scope of work.

**g. For each of the projects listed above include the following information:**

- Date Engaged: February 2013
- Date Completed: May 2013
- Architectural firm responsible for design: Shirtweaver Architecture
- Name and number of client contact: Paul Flores DCH 520-709-9864
- Provide estimated costs and total costs: Estimated cost \$1,189,992 Total costs \$1,318,872.

**II. Past Projects continued-**

**a. West 6<sup>th</sup> 22 and 30 Story Twin Tower Apartment Complex**

- Overall Value \$200 million+
- Downtown Tempe, AZ
  1. Facility Operator- Summit Builders Superintendent
    - a. Contact John Dolan 602-885-8498
  2. Project Manager- Summit Builders
    - a. Contact-Matt Capone 602-653-0208
  3. Owner- Zaremba Contractors, LLC (Privately Funded)
    - a. Contact- Nathan Pile Owner's Rep. 602-930-0411



**b. Brief description of the facility, type of supervision, electronic and security systems used, style and/or special features:**

- Description of firm's role- Civil Construction
  - Valwest was in charge of all the civil construction on this project which included an extension of 6<sup>th</sup> Street from Maple to Ash. In addition Valwest completed concrete pavers and masonry work in both of the towers.
- Type of Supervision:
  - Work was completed utilizing in-house labor as well as the management of subcontractors by the company president, project manager and superintendent.
- Electronic and Security Systems:
  - The project had a security guard during off hours, a secure chain link fence around it, and had electronic surveillance cameras throughout the towers.
- Style and/or special features:
  - The Towers were built for up-scale living and was bought out after sitting in foreclosure for 4 years. This project was very publicized in numerous media outlets and had a very condensed project schedule, which Valwest was able to meet ahead of schedule.

**c. Total square footage constructed (more detailed scope of work)**

- Work included all demo, earthwork, surveying, 5,400 LF of curb and gutter, 6,750 SF of sidewalks, valley gutter, rip rap, 300 LF ribbon curb, truncated domes, slab on grade, underground utilities, catch basins, 19,000 square feet of exposed aggregate concrete for a new Marriot parking lot, 2,500 SY 3" asphalt over 6" ABC, masonry, 40,000 square feet of concrete pavers.

**d. Present status of Project:**

- Completed

**e. Identify the Contractor's project manager and other key professionals involved. Specify the role of each professional:**

- Ernie Valdez, President: Involved with every aspect of the project.
- Jerry Burgess, Project Manager: Involved with all of the day to day operations including scheduling, estimating, pay applications, RFIs, change order requests, submittals, quality control, etc.
- Alex Cota, Superintendent: Responsible for on-site day to day operations including supervision of crews, maintaining schedules, material orderings, quality control, lay-out, etc.

**f. A history of change orders on the project including amount and reason for the change:**

- Accepted bid amount and final project billing amount-
  - Accepted \$1,050,000/ Final \$1,300,000
  - The change orders were all due to additional scope of work being added to the original contract scope.

**g. For each of the projects listed above include the following information:**

- Date Engaged: March 2011
- Date Completed: July 2011 Phase I and September Phase II
- Architectural firm responsible for design: Gould Evans Associates
- Name and number of client contact: Nathan Pile 602- 930-0411.
- Provide estimated costs and total costs: Estimated cost \$1,050,000 Total costs \$1,300,000 (Valwest scope of work) Total Project costs 200+ million.

**III. Past Projects continued-**

**a. Hu Hu Kam Memorial Hospital Wash Rack Project**



- Overall Value: \$501,297
- Sacaton, AZ
  1. Facility Operator- Gila River Health Care Project Director
    - a. Contact Heather Chavez 480-620-9638
  2. Project Manager- Gila River Health Care Project Coordinator
    - a. Contact-Jodie Madrid 480-259-5900
  3. Owner- Gila River Health Care
    - a. Contact- Heather Chavez 480-620-9638

**b. Brief description of the facility, type of supervision, electronic and security systems used, style and/or special features:**

- Description of firm's role-
  - Valwest was in charge of the entire turn-key operation except for the electrical under the Gila River Health Care who is acting as their own General Contractor for this particular project.
- Type of Supervision:
  - Work was completed utilizing in-house labor as well as the management of subcontractors by the company president, project manager and superintendent.
- Electronic and Security Systems:
  - The project has a secure chain link fence around it, and has electronic surveillance cameras throughout the hospital area.
- Style and/or special features:
  - The project is a parking lot addition for the Hu Hu Kam Memorial hospital which includes canopies and vehicle wash stations for various Gila River Vehicles. It also includes a storage building which contains a restroom.

- c. Total square footage constructed (more detailed scope of work)**
- Work included all demo, earthwork, 800 SF storage building with restroom, 2,610 LF of curb and gutter, 3,320 SF of sidewalks, valley gutter, rip rap, truncated domes, 7" PCCP slab on grade, underground utilities, catch basins, 4,255 SY 3" asphalt over 6" ABC, and masonry walls
- d. Present status of Project:**
- Completed
- e. Identify the Contractor's project manager and other key professionals involved. Specify the role of each professional:**
- Ernie Valdez, President: Involved with every aspect of the project.
  - Jerry Burgess, Project Manager: Involved with all of the day to day operations including scheduling, estimating, pay applications, RFIs, change order requests, submittals, quality control, etc.
  - Alex Cota, Superintendent: Responsible for on-site day to day operations including supervision of crews, maintaining schedules, material orderings, quality control, lay-out, etc.
- f. A history of change orders on the project including amount and reason for the change:**
- Accepted bid amount and final project billing amount-
    - Accepted \$361,350/ Current \$501,297
    - The current amount is due to the addition of a new parking lot to the north of the current project that was not a part of the original scope of work.
- g. For each of the projects listed above include the following information:**
- Date Engaged: November 2011
  - Date Completed: April 2011
  - Architectural firm responsible for design: Cottrell Engineering
  - Name and number of client contact: Nate Cottrell 602-385-1693
  - Provide estimated costs and total costs: Estimated cost \$361,350 Total costs \$457,305.
- h. List all past, current, and pending litigations against contractor, any of its principal employees or sub-consultants or sub-contractors with in the last five (5) years, and the current status of the litigation.**
- Valwest nor any of its employees, sub-consultants, nor sub-contractors has had any litigations against us.
- i. For the last five (5) years, list all agreements entered into by the contractor or is principal employees for services which have been terminated unilaterally or by mutual consent, and all projects for which the contractor and/or its principal employees have been dismissed as a result of a dispute of the rendering of services.**

- Valwest nor any of its employees have had any contracts terminated or dismissed.

**2. Responsiveness to RFP:**

- a. All proposals must be received and stamped by April 17, 2014 at 2:00 pm. Proposals received after this time will not be accepted.
- b. Please see enclosed bid bond.

**3. Quality of Firm Management and Project Team:**

- a. Contractor Name: Val-E-West Construction, Inc  
DBA: Valwest Construction, Inc.
- b. Business Address: 1372 North Nielson Street  
Gilbert, AZ 85234
- c. Office Location: Gilbert, AZ
- d. Phone Number: 480-264-3909 Fax Number: 480-471-6204
- e. Year Established: 2000
- f. State of License: Arizona
- g. Name and Title of Individual Contact Person: Jerry Burgess P.M. 480-861-3099
- h. Number of Principals: 1
- i. Total Number of Employees:10

**4. Ability to meet project schedule and current workload strategy.**

- a. Develop a project schedule indicating dates of all required work to be performed:
  - Please see attached project schedule. Schedule does not show bar graphs through completion of project in an effort to save paper and RFP size, but does show start and end dates for each trade.
- b. Provide a brief description of the contractor's current commitment through construction and the individuals with the contractor assigned to each commitment:
  - Valwest will work hand in hand with Department of Community Housing, District personnel and Building Inspectors during the entire scope of this project to insure that the construction is of highest quality and that the final product will be something that everyone involved will be very proud of. Valwest feels that it is everyone within this project's team to work together and be committed to the final product. Therefore, it will be every single individual, which steps foot on this project's ground, from the President to the laborers commitment to insure the outcome of this project throughout.

**• Personnel**

- Ernie Valdez
- President- Oversee the entire project

- 33% on this project
- Has been President of Valwest Construction, Inc. since the company's onset in 2000. Very versatile in all phases of construction.
- Previous experience includes being a member of the carpenters union and being superintendent on multiple high profile projects including the Jobing.com Arena, Bank One Ballpark, and Sky Harbor Airport Control Tower.
- Attended Northern Arizona University from 1991-1995 then Arizona State University in 1996. Also has AWZ safety program training and is a journeyman in the carpenters union.
- 12 years as President of Company

• **Personnel**

- Jerry Burgess
- Project Manager- Will be involved in all day to day operations including scheduling, quality control, RFI's, pay applications, etc.
- 75% on this project
- Has been involved as the project manager of multiple houses and condos for Habitat for Humanity, multiple housing in Districts 1, 2, 3, 4, 5, and 7 of the Gila River Indian Community, multiple houses for San Carlos Apache Tribe including multiple project that have involved civil construction including earthwork, asphalt, curb and gutter, utilities, etc.
- Has also been involved in large commercial projects such as restaurants, high schools, government buildings, sewage lagoons, waste water treatment plants, landfills, and banks.
- Received a Bachelors' of Science in Business Administration from Arizona State University.
- Employed since 2010

• **Personnel**

- Ronnie Valdez
- Project Superintendent- responsible for all on-site day to day operations including management of crews and sub-contractors, maintaining schedule, quality control, material orders and lead times, daily job reports, etc.
- 25% on this project
- Has been a superintendent for the past 40+ years and is very experience in scheduling and managing all types of projects including civil construction, residential, and commercial.
- Ronnie Valdez has been one of the most sought after Superintendents in the world. He most recently was the Superintendent for the Demo and New Construction of 10 Homes in District 3 and within the last 1.5 years was a Superintendent/Project Manager for Bechtel on a 4 Billion dollar

project in Peru, subway expansions in Los Angeles and Washington DC.

- OSHA Safety Training, High School Diploma
  - Has been involved with Valwest Construction since 2000
- c. Since Gila River Indian Community is committed to a timely completion of this project, explain approaches and/or technologies, which the contractor would recommend to help meet the project deadline.

- Valwest Construction is very committed to completing this project on-time and within budget. Valwest uses Microsoft Project and Excel for all of its scheduling. Our schedules are updated on a regular basis to ensure the project is on track and to maintain quality control on all activities.

Valwest's scheduling efforts start at the bid cycle. A base schedule is developed and thoroughly reviewed by all sub-contractors for input. Material pricing is evaluated at this time in order to anticipate any material price increases from suppliers. Then drop dead purchase dates are determined in order to prevent any material price increases or delays due to long lead times therefore ensuring project completions and deadlines as much as possible.

By utilizing this approach our sub-contractor's know from the beginning what their time frame will be and can adequately schedule their manpower and material purchases and be committed to this project. Our critical path is reviewed on a regular basis and discussed with our sub-contractor to ensure that the project remains on time and within budget.

##### **5. Quality to Technical Approach to Project:**

- a. Provide a brief description of the Contractor's understanding of the project, the contractor's project approach, cost containment and innovation of the project:

- Valwest Construction and its personnel have been involved in multiple projects that are very similar to this particular project. We understand the involvement and dedication that it will take from every team member to provide the quality project that Valwest expects to deliver every time.

**We feel like we would like to start construction in District 1 and work our way West. It will be critical that we get the Trane Units ordered once we sign the contract. Our Trane rep has already guaranteed that he would order in and set aside the units so that there would not be any delay on when we needed them. We will also contact Tamko to insure that they have all of the shingles ordered in stock and ready to be delivered. This project is going to be taking place in the heart of the summer so it is going to be critical that we are able to remove the existing shingles and install new shingles within 2-3 days. If there are unforeseen issues that we come across this may not be possible but we**

**will do everything in our power to accommodate the homeowners. We will then schedule any finish work such as drywall and paint.**

Valwest believes that if we start from the beginning of this project and verify long lead items, possible material price increases, and possible value engineering items then we should have no problem keeping this project within its budget and schedule.

**6. Quality of Firm's Accounting System:**

- a. Valwest has a vast experience in processing change orders both deductions and additions, payment applications, contract requirements, adjustments, issues, and documentation. We utilize QuickBooks for our main accounting system, but have our CPA Morrison and Associates (one of the top construction CPAs in the state) come to our office and review our accounting systems on a monthly basis to insure all data is being incorporated into our financial accordingly.
- b. I understand that this project does not require Davis Bacon Wages or Certified Payroll but you can feel free to contact DCH and discuss with them the timeliness, completeness, and the very minimal issues that we have had with them in our past project accounting and documentation.

**7. Cost Competitiveness:**

- a. Provide a fee schedule to be used for design services.
  - Valwest does not foresee a need for design services on this contract.
- b. Provide a percentage fee to be used for overhead and profit. Overhead and Profit shall not be calculated on Insurance/Bonds.
  - Due to the size of this contract Valwest feels that 8% is a fair amount for overhead and profit on this particular project.
- c. Provide a fee for Bond, and any Subguard Insurance programs that can be directly attributed to this project.
  - Bond fees are as follows:
    - First \$100,000 is 3.100%
    - \$100,001-\$500,000 is 1.875%
    - \$500,001-\$2,000,000 is 1.250%
  - Insurance fees associated with is project are as follows:
    - General Liability \$5.77 per \$1,000
    - Builder's Risk \$400 per \$100,000
  - Provide a Schedule of Values for the work described in this RFP.
    - For any anticipated Self Performance of work, please submit an exhibit detailing the following:
      - a. List of positions and hourly wages to be used for this project.
      - b. Labor Burden rate with supporting documentation.

- i. Valwest does not intend to utilize their own forces on this particular project since it is mostly just roofing, framing, HVAC, painting and drywall work.
  - c. Equipment rental rates with supporting documentation.
    - i. Valwest does not intend to have to rent any equipment on this project but if it does become necessary documentation will be provided.
- The Community reserves the right to negotiate the fee and expenses based upon the final scope of work.
  - Please see the detailed breakdown Valwest has provided detailing out the warranty and services we are providing in our bid in Section 9 below. We hope that you will find that this is exactly what the Community was requesting for this project. We look forward to the opportunity of negotiating this project with the Community to insure they are receiving exactly what they desire for their current homeowners!

**8. Indian Preference:**

- a. Indian Preference provision: Preference will be given to Community/Native Owned Economic Enterprises, Community Member contractor and Qualified Indian Construction Contractor Proposers. 51%-100% Native owned Joint Venture Firms.
  - Valwest is not claiming Indian Preference on this project. However, we will continue to higher qualified Native Americans to be a part of our crews.

**9. Quality of Firm's Extended Warranty/Workmanship Program**

- a. Extended warranties and services maintenance programs for workmanship and warranty issues. What were the response times during high activity periods?
  - Valwest understands the critical nature of warranty and service issues in regards to this project. For issues that relate to health and safety we will send a qualified individual right away, and for general issues we should be able to accommodate the next business day.
  - Warranties and services provided in Valwest's bid for this particular project are as follows:
    - **10 year Warranty on all compressors, parts and labor**
    - **We will go out to each house twice per year once before summer and once before winter to service each unit and provide tune up which will include the following: test starting capabilities, monitor refrigerant pressures, monitor A/C cycle, measure temperature difference, check for correct air flow, tie in electrical connections, measure voltage and amperage, check evaporative coil for cleanliness and clean if needed, check condenser coil for cleanliness and clean if needed, clean condensation drain line, adjust thermostat calibration, clean and adjust blower components, test safety controls, test all capacitors, and change air filters (air filters must still be changed once a month by homeowners), ... for a total of two years. If the Community wishes to continue with this service it**

can be done at a cost of **ONLY \$150 per house per year**. This will allow our expert technicians to become aware of any issues that the unit may be experiencing and we can rectify those issues at no cost to the Community for a period of 10 years.

- 2 year warranty on all other trades
- Workmanship
  - Valwest has built a strong relationship with the Community based on our quality of work, honesty, and ability to meet or beat all of our project schedules in the past. We have no reason not to believe that this will be another successful project.
  - Valwest has included \$100 per the addendum for drywall on this project, however, we want to bring to the Communities awareness that we do not feel that this will be enough. We were not able to go inside these homes, but we believe that the existing homes will have hard duct work with vents over each door as you enter the room. We will install flex duct and place the registrars inside the room which will allow the rooms to cool/heat and a much better efficiency. This will require patching of existing vents, cutting of new vents, repairing already damage ceilings due to past leaks, etc. Valwest will be happy to walk the project with the project manager and come up with a game plan prior to starting each home.
  - Valwest is providing costs for foaming the (4) flat roofs associated with this project. I have received bids from other roofers who have all figured Built-up roofing for these homes. There can be a cost savings to this project if the Community would like to go with Built-up roofs in lieu of foam.



**Valwest Construction**



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

Valwest Contract      KB01 151999      Ernie Valdez 480 201 1484  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

R&K Doors      CR60059257      Al Mitrevics 480 892 6400  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

Gridmen      CR-1 185162      Kenny Stringer  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

Lloyds Interior Finishes      CR10 284530      Lloyd Shall 480 688 3854  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**PLUMBING**

Crun Bros Companies      CR37 278446      Matt Meade 480 293 4249  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**ELECTRICAL**

Demand Drop      C-11 267023      Shawn Vanleeuwen 480 313 6295  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

Monsoon Mechanical CR39 296851 ICE Martinez 480 229-8966  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM

Sierra Fire Communications 187297 Mark Monnet 602 696 8339  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

Armor 255356/240040 Bob Stems 602 315 6558  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

Floor Source CR-8 231575 Tom Kuehn 602 697 4807  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

AZ Cabinet Source CR60 298099 Bob Greiner 480 338 6991  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

R&K Building Supplies CR65 276676 AL Mitrevics 480 892-6400  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST

\_\_\_\_\_  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 8/13/15  
[BID OPENING DATE]

[Signature]  
[authorized representative]

8/13/15 VAL-E-WEST CONSTRUCTION  
[date] [company]



**CONTRACTOR REFERENCE LIST (RL-1)**

COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
GRAC DCA P.O. Box 97 SULTON, AZ	520-562-3904	PAUL FLORES
JUBILEE PARISH 11122 W. HAZARDY YANAGTOWN, AZ	602-570-5702	SARA KOIBLEE
MCAS Yuma, AZ	928 269 6462	Brian Sinclair
WLe, Tempe AZ	602 930 0411	Nate Pile

Signature of Authorized Representative

JERRY BURGESS

Printed Name

PROJECT MANAGER

Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA )  
COUNTY OF: Maricopa )<sup>ss</sup>

JERRY BURGESS  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Project Manager  
(Title)

of VAL-E-WEST CONSTRUCTION, INC. DBA: VALWEST CONSTRUCTION and  
(Name of Business)

That he is bidding on Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE and,

That neither he nor anyone associated with the said VAL-E-WEST CONSTRUCTION, INC. DBA: VALWEST CONSTRUCTION, INC.  
(Name of Business)

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

VAL-E-WEST CONSTRUCTION, INC. DBA: VALWEST CONSTRUCTION  
Name of Business

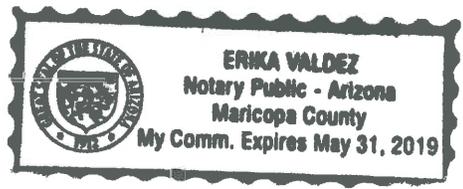
[Signature]  
By

Project Manager  
Title

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 20 15.

My Commission expires: May 31, 2019

Notary Public [Signature]





**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

  X   It is my intention to subcontract a portion of the work.

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

*VAL-E-WEST CONSTRUCTION INC  
Div: VALWEST CONSTRUCTION*

Name of Firm

*[Handwritten Signature]*

By: (Signature)

*Project Manager*

Title

*8/13/15*

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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 "Indemnatee") 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 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**CONTRACTOR:**

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

\_\_\_\_\_  
**Contracting Company Name**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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



### CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, ERNIE VALDEZ, representing  
VAL-E-WEST CONSTRUCTION, INC.  
DBA: VALWEST CONSTRUCTION (company name)

do hereby warranty the work performed for the:

#### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

E. Valdez  
(Officer, Partner, Owner)

8/13/15  
Date



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 01 Dated 7/20/15 Addendum No. 03 Dated 8/5/15

Addendum No. 02 Dated 7/29/15 Addendum No. 04 Dated 8/7/15

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One Million Eighty Five Thousand Three Dollars (\$1,085,390.00).  
Hundred Ninety Dollars & 00/100  
The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

JMW Construction Inc  
P.O. Box 50069  
Phoenix AZ 85076

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

(SEAL)

Corporate Name: IMW Construction Inc

Corporate Address: P.O. Box 50069 Phoenix AZ 85076

Incorporated under the laws of the State of: Arizona

By (Signature): Cathy Wilson Date: 08/13/15

President: John Wilson

Secretary: Cathy Wilson

Treasurer: John Wilson

**If by a Firm or Partnership:**

Firm or Partnership Name: \_\_\_\_\_

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned JMW Construction Inc., as Principal, hereinafter called the Principal, and Merchants National Bonding Inc. a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

**NOW THEREFORE**, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals: August 13, 2015

**Principal** JMW Construction Inc.

By Cathy Johnson  
Title Vice President

**Surety** Merchants National Bonding Inc.

[Signature]  
By **Attorney-in-Fact** Ted H Rarrick

**Address, Attorney-in-Fact** 4500 S Lakeshore Drive Ste 410  
Tempe AZ 85282

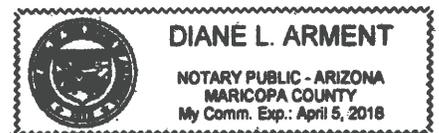
**Subscribed and sworn to before me**

This 13 day of August, 2015

My commission expires: April 5, 2018

Notary Public

[Signature]  
Diane L. Arment



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

**Diane L Arment; Ted H Rarrick**

of Tempe and State of Arizona their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of December, 2014 .



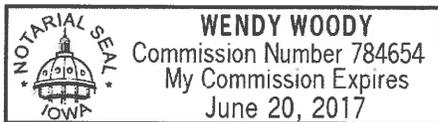
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 3rd day of December, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13 day of **August**, 2015 .



*William Warner Jr.*  
Secretary



**QUALIFICATION AND CERTIFICATION FORM (QC1-2)**

**Purpose**

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

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

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

Jimw Construction Inc  
P.O. Box 50009  
Phoenix AZ 85076

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?

Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?  Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 Contractor Experience Modifier (e-mod) Rating: 1.82

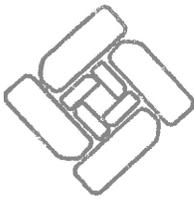
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

1. Current Arizona Contractor License Number: BI - 103645

Cathy Wilson  
Signature of Authorized Representative

Cathy Wilson  
Printed Name

Vice President  
Title



# *JMW Construction Co. Inc.*

*P.O. Box 50069 Phoenix, AZ 85076*

*(480) 736 0690 Office*

*(480) 736-0703 Fax*

## **List of Specific Qualifications:**

Licensed as a commercial general contractor – B01 103645 for 22 years providing the following services:

### **Construction Management:**

We combine the experienced personnel to support the skill, judgement, business administration and management services in providing a single source of coordination to move a project from inception to completion. Communication and interaction with architects, engineers, city building officials and professional business owners is a must in meeting a timely delivery of your project.

### **General Contracting:**

Whether your project is to be privately negotiated or publicly bid, you can count on our firm's experience and support in achieving success in your construction program. New ground-up or renovation, your project will be handled by a team consisting of estimator, project management/support and field supervision with the knowledge and expertise as well as the ability to communicate effectively with the owner(s) and their representatives. It's a matter of principal when it comes to excellent quality, customer service and respect and our firm abides by this principal to ensure our clients receive this exceptional service throughout the building process.

### **Design-Build:**

Design-Build makes a team of the owner, design team and the contractor. It integrates the owner's budget with the design team's ideas and the contractors knowledge of costs. With all team members working together with common goals, projects proceed faster, smoother and with control over cost and quality. The owner sets the budget at the outset along with their program of building concept and expectations. The design team designs a facility to meet these parameters, i.e. functional and aesthetic needs and the contractor assures the selected systems fit the owner's budget.

By working with the client and consultants as a team utilizing the design-build process we can complete a project minimizing costs and time resulting in a project of value expected by the client. With this approach we simplify the construction contracting process by having a single point of accountability placed on one entity, the Design-Builder.

## **Tenant Improvement:**

Whether it's a new design or a renovation, JMW Construction Co., Inc. is capable of performing a broad range of Tenant Improvements including professional office buildings, retail, mall (build outs), veterinary clinics, restaurants (fast food, fine dining, sports bar), and medical office buildings (MRI, Cat Scan, X-Ray equipment and various imaging equipment).

Tenant Improvement services can also be provided if we are completing a shell-building project for you, as you can see we have the resources to complete all of your tenant improvements as well.



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

DESERT STRUCTURES      257625      MARTY FAUSS      602-272-3155  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

HAUGHOF DOORS      171230      ERIC HAUGHOF      623-878-5515  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

WESTERN ACOUSTICS      255029      JASON LALONDE      480-303-0056  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

WALTER Sys      208034      KAVIN SAGASTUMO      623-206-7906  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**PLUMBING**

IRON HORSE      260475      JOE CRUMB      480-830-2865  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

**ELECTRICAL**

BURDEN Elec.      115533      Christy DuPont      928 402 0379  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

BURDEN MECH.      295622 CR39      Rodney Burden 928-402-0329  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

FIRE ALARM

JIK ACQUIS      126043      JEFF KERR 602-957-0518  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

FIRE PRO      173126      JIM BOYANCE 480-515-4326  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

FLOORING

INTERIOR CONCEPTS      076716/081094      JON DOUGHTY 480-967-1384  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

MILLWORK

RED MOUNTAIN      287671      TOM HUDSON 480-982-1963  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

AMERICA GLASS      269048      CARLOS 602-989-0310  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST

Jmw Construction Inc 103645 Cathy Wilson 480-736-0690  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 08/13/15  
[BID OPENING DATE]

Cathy Wilson      08/13/15      [company]  
[authorized representative]      [date]



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Robson Communities - Maricopa City	(480) 895-0791	Vivian Hill
Terras, Inc. Phoenix & Mesa	(602) 302-7722	Len Price
Leisure World Comm. Assoc. Mesa	(480) 832-0003	Eric Swanson
Wingstop Corp. Maricopa City	(210) 614-7888	Carol LePere

Cathy Wilson  
Signature of Authorized Representative

Cathy Wilson  
Printed Name

Vice President  
Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA )  
COUNTY OF: Maricopa )<sup>ss</sup>

Cathy Wilson  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Vice President  
(Title)

of Jmw Construction Inc and  
(Name of Business)

That he is bidding on Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE and,

That neither he nor anyone associated with the said \_\_\_\_\_

Jmw Construction Inc  
(Name of Business)

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

Jmw Construction Inc  
Name of Business

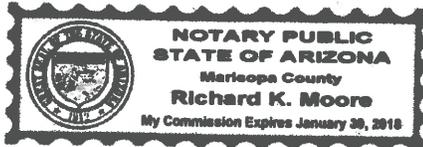
Cathy Wilson  
By

Vice President  
Title

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 2015.

My Commission expires: JAN. 30, 2018

Notary Public [Signature]





**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

It is my intention to subcontract a portion of the work.

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

Jmw Construction, Inc  
Name of Firm

Cathy Wilson  
By: (Signature)

Vice President  
Title

08/13/15  
Date

OW



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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.

**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

CW

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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
-----------------------------	-------------

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. **Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insureds on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

CW

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

CW

- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within no later than ten (10) Calendar Days of the Notice To Proceed, and shall be Substantially Complete within One Hundred and Fifty (150) Calendar Days from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than Thirty (30) Calendar Days from the date of Substantial Completion.

CW

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**INVITATION FOR BID NO. 032315-1**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day.**

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$ \_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**CONTRACTOR:**

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

\_\_\_\_\_  
**Contracting Company Name**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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



**CONTRACT PERFORMANCE WARRANTY (CWP-1)**

I, Cathy Wilson, representing  
Jmw Construction, Inc (company name)

do hereby warranty the work performed for the:

**COPPER ADMIN BUILDING, INTERIOR RENOVATION**

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

Cathy Wilson  
(Officer, Partner, Owner)

08/13/15  
Date



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/2015 Addendum No. 3 Dated 8/5/2015

Addendum No. 2 Dated 7/29/2015 Addendum No. 4 Dated 8/7/2015

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND Dollars (\$ 1,122,000.00 ).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

FCI Constructors, Inc.

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

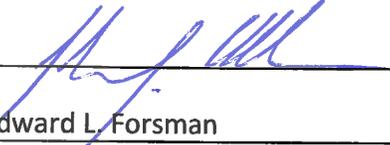
**If by a Corporation:**

(SEAL)

Corporate Name: FCI Constructors, Inc.

Corporate Address: P.O. Box 1767, Grand Junction, CO 81502

Incorporated under the laws of the State of: Colorado

By (Signature):  Date: 8/5/2015

President: Edward L. Forsman

Secretary: Clayton Marshall

Treasurer: Clayton Marshall

**If by a Firm or Partnership:**

Firm or Partnership Name: N/A

Firm or Partnership Address: N/A

By (Signature): N/A Date: \_\_\_\_\_

Name and Address of Each Member: N/A

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: N/A Date: \_\_\_\_\_

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned FCI Constructors, Inc, as Principal, hereinafter called the Principal, and Western Surety Company a corporation duly organized under the laws of the State of SD, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

**NOW THEREFORE**, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals:

FCI Constructors, Inc.  
Principal

By John D. Kelleher

Title Vice President

Western Surety Company  
Surety

By Attorney-in-Fact  
Kristin L. Salazar

Address, Attorney-in-Fact  
6501 S. Fiddlers Green Circle, Suite 100  
Greenwood Village, CO 80113

Subscribed and sworn to before me

This 13th day of August, 2015

My commission expires: 1/9/2017

Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Douglas C Baesler, Kristin L Salazar, Cory Clauss, Mary E Hanks, Individually**

of Greenwood Village, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2015.



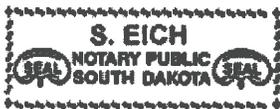
WESTERN SURETY COMPANY

Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of August, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



## QUALIFICATION AND CERTIFICATION FORM (QC1-2)

### Purpose

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

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

### **BID NO. 032315-1 COPPER ADMIN BUILDING INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:  
FCI Constructors, Inc.  
P.O. Box 2176, Litchfield Park, AZ 85340  
\_\_\_\_\_
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm. See attached Firm History.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .71

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

1. **Current Arizona Contractor License Number:** ROC0762062

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

John J. Kelleher  
**Printed Name**

Vice President  
**Title**



# COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



## A. FIRM HISTORY

FCI Constructors, Inc. is an employee-owned corporation specializing in providing the best construction management, general contracting, and construction related services with the highest level of client satisfaction. Founded in 1978, our success was steadily built one satisfied client and successful project at a time.

Our Arizona office is located in Glendale and we have currently (36) thirty six employees. FCI Constructors specializes in and is known for providing superior construction management and general contracting services in all regions of the state including some our most remote areas.

Trust, integrity, quality, and superior performance and customer service have rewarded us with over 300 return clients. The invaluable bonds we create with our clients are built on those ethics, and they have proven to be the key element to our success.

At FCI, we make a commitment to our clients and the communities we serve: we'll never compromise our integrity, and we deliver on our promises 100% of the time.

We believe that being *focused on your vision* is the exception not the rule in our industry. Building relationships based on trust comes through being honest, working hard and always being professional. The old way of thinking is for the owner to keep construction companies at arm's length and limit the exchange of information when selecting a construction company for a project. We think this is a flawed process that creates problems for the owner.

A Brand Promise is not a marketing slogan, logo, tag-line or a web site. A Brand Promise is a strategic differentiator that is the single most important variable in building value for the owner and the entire project team. At FCI our promise to you is being focused on your vision. We are determined to deliver this promise on every project and we strive to always develop our company with it as a beacon.

The Brand Promise has to generate specific benefits for the owner. We have an interactive process in which we engage with our owners to help determine their vision. This process allows us to understand your vision and focus the entire project team on it while delivering a very powerful set of specific benefits to our owners.



# COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



## D. CONTRACTOR QUALIFICATIONS

FCI has a well-developed set of processes and procedures (outlined in our Operations Manual) from project pre-planning and startup through closeout and warranty periods. These procedures help to ensure a successful outcome at each and every stage of your project. Our qualifications include:

Expertise	Description	Team Members
Options Analysis	During the design phase, our team of managers and estimators will work with the project team when "Options" to the project are being considered. For example, a common option to a project is the use of alternative materials or manufacturers in lieu of products specified. Our team would provide an analysis of the impact this option would have to the project in areas such as cost impacts to the budget and schedule impacts.	Project Manager Senior Estimator
Design Review	Our team will develop a master schedule early in the project with input from the selected Architect that will identify critical milestones for Design Reviews. For example, during schematic design our reviews would be minimal, but during design development and construction document phases it will be important to schedule several design reviews to incorporate changes such as means and methods, discrepancies, and items resulting from our constructability reviews.	Project Manager Projectg Supt.
Budget Estimating	The FCI team of managers and our lead estimator has the estimating experience and knowledge of the local region enabling them to provide timely and accurate estimates throughout the design phases. (Schematic, Design Development and Construction Document phases).	Project Manager Sr. Estimator
Value Engineering & Life Cycle Cost Analysis	Value engineering and Life Cycle Cost Analysis are very important and a critical component during the design phase. Our team is capable of providing early value engineering to ensure the greatest opportunity for cost savings. We also understand the importance and the impact of life-cycle cost and will provide the experienced analysis to ensure that the Owner is receiving the optimum value on this project.	Project Manager Sr. Estimator
Design and Construction Scheduling	FCI believes that the project schedule is one of the most important tools that we can provide to ensure the owner that the project is progressing on schedule and as programmed. Our team will begin this project by establishing "Milestone" and full "Baseline" schedules for the project. These schedules will be continuously monitored and updated on a weekly or bi-weekly basis during the design phase and weekly during construction to keep the project team on schedule assuring that the project will finish on time. During construction, we also utilize three-week look ahead schedules that are updated weekly with our subcontractors.	Project Manager Project Supt. Project Engineer
Quality Control, Both Design & Construction	FCI has an excellent reputation for high quality construction. During the design phase, our team will provide document and constructability reviews at each phase to ensure that we are meeting the quality expected for this project. Once we reach the construction document phase, a project quality control manual that will be project specific will be developed by the Project Manager and the Project Superintendent in conjunction with our Safety Officer.	Project Manager Project Supt.



# COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



Expertise	Description	Team Members
Constructability Analysis	Constructability Reviews will be done during all phases of pre-construction to ensure that all "Scope" requirements for the project are attainable without conflict. Our project manager and our project superintendent will review the design documents for potential construction issues and will evaluate for solutions and alternatives.	Project Manager Project Supt.
Cost Control	The FCI team brings the tools necessary to insure proper "Cost Control" is achieved throughout the project. We utilize sophisticated construction management software "Prolog" to monitor and control costs, change orders, submittals, schedules and other factors. This system allows all members of the Project Team to "Monitor" the project as it progresses.	Project Manager Project Supt. Project Engineer
Change Order Negotiation	As changes arise, we research and present all pertinent information and options. In the event the Owner initiates changes, FCI processes pricing quickly so that decisions can be made to minimize any ripple effects. In either instance, the Team then openly discusses whether an increase or decrease in the contract amount is necessary to accommodate the change.	Project Manager Project Supt.
Claims Management	If a claim arises from a subcontractor, FCI's policy is to arrive at a resolution prior to involving the Owner. Though we do not encounter this situation often, our Project Managers are authorized to determine accountability, enforce the contracts in place and devise equitable solutions to both parties. If the situation reasonably affects our contract with the Owner, then we will present the information to the Owner to determine an objective and fact-based solution for a fair outcome	Project Manager
Project Closeout	Our project "Close-out" process begins at the initiation of the project, allowing FCI to transfer ownership of the completed project to the Owner as smoothly as possible. FCI also takes pride in their efforts of providing the Owner with timely responsiveness to any warranty issues that may arise.	Project Manager Project Supt. Project Engineer
Transition Planning	Proper commissioning is critical to the completion of the project, Pre-Commissioning meetings and strategies must be implemented to ensure start-up of equipment and systems is completed on schedule.	Project Supt.
Security Systems	FCI will implement all the required and necessary security systems to ensure the County that the project is secured at all times.	Project Supt.
Communication Systems	FCI will implement all the required and necessary communication systems.	Project Supt.



COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

BURBEN MECHAN                      295622                      RODNEY BURBEN 928 402 0379  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FIRE ALARM

TBD - Per Allowance  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

TBD - Per Allowance  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FLOORING

WHOLE SALE FLOORING                      245663                      DAN MESHANE 602 248 7878  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

MILLWORK

TBD Per Allowance  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

J&S GLASS                      085670                      JERRY SMITH 623 872 2646  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST

\_\_\_\_\_  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of AUGUST 13, 2015  
[BID OPENING DATE]

[Signature]                      8/13/15                      \_\_\_\_\_ [company]  
[authorized representative]                      [date]



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

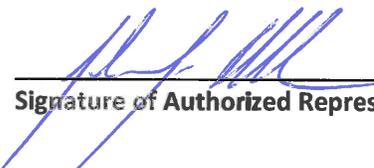
These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Phoenix Mesa Gateway Airport	(480) 988-7705	Bob Draper
American Airlines	(480) 307-0550	Joe Sindle
Phoenix Fire Department	(602) 261-8546	Ken Leake
City of Flagstaff	(928) 226-4859	James Duval

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

John J. Kelleher  
\_\_\_\_\_  
**Printed Name**

Vice President  
\_\_\_\_\_  
**Title**

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: Maricopa        )

John J. Kelleher  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Vice President  
(Title)

of FCI Constructors, Inc. and  
(Name of Business)

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said \_\_\_\_\_

FCI Constructors, Inc.  
(Name of Business)

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

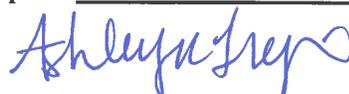
FCI Constructors, Inc.  
Name of Business

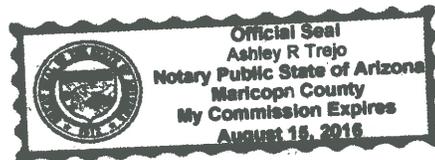
John J. Kelleher  
By 

Vice President  
Title

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 2015.

My Commission expires: August 15, 2016

Notary Public 





**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

  X   **It is my intention to subcontract a portion of the work.**

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

FCI Constructors, Inc.

Name of Firm

  
By: (Signature) (John J. Kelleher)

Vice President

Title

8-13-15

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and FCI Constructors, Inc. of the City of Glendale, State of Arizona, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$ \_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST:**

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

**CONTRACTOR:**

\_\_\_\_\_  
**FCI Constructors, Inc.**  
**Contracting Company Name**

\_\_\_\_\_  
**John (Joe) Kelleher**  
**Print Name**

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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



### CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, John (Joe) Kelleher, representing  
FCI Constructors, Inc. (company name)

do hereby warranty the work performed for the:

#### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

 8-13-15  
(Officer, Partner, Owner) Date



## BID SUBMITTAL CHECKLIST (CK1)

### BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

**The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.**

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

**Failure to include all required documents may invalidate the bid.**



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/15 Addendum No. 3 Dated 8/5/15

Addendum No. 2 Dated 7/29/15 Addendum No. 4 Dated 8/7/15

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One million one hundred seventy-nine thousand Dollars (\$ 1,179,607.00).  
six hundred seven dollars

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Oddonetto Construction Inc.

341 S. Hill St.

Globe, Az. 85501

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

(SEAL)

Corporate Name: Oddonetto Construction Inc.

Corporate Address: 341 S. Hill St Globe AZ 85501

Incorporated under the laws of the State of: Arizona

By (Signature): [Signature] Date: 8/13/15

President: Michael Oddonetto

Secretary: Kimberly Oddonetto

Treasurer: Kimberly Oddonetto

**If by a Firm or Partnership:**

Firm or Partnership Name: \_\_\_\_\_

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned Oddonetto Construction, Inc., as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual) a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 13, 2015

Principal Oddonetto Construction, Inc.

Surety Merchants Bonding Company (Mutual)

By Kimberly Oddonetto

By Attorney-in-Fact David J. Hickman

Title Corp. Sec / Pres.

Address, Attorney-in-Fact 20410 N. 19th Ave, #170  
Phoenix, AZ 85027

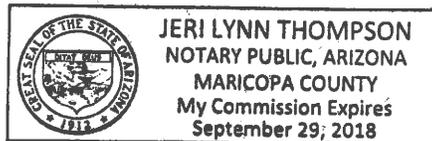
Subscribed and sworn to before me

This 13th day of August, 2015

My commission expires: September 29, 2018

Notary Public

Jeri Lynn Thompson



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Carolyn Sinti; David J Hickman; Dawn Fykes; Drew A Newton; Jeri Lynn Thompson; John Robert McEvoy; Leon B Byrd Jr; Maria R Lucero; Michael J Mesenbrink; Miriam Christensen

of Phoenix and State of Arizona their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

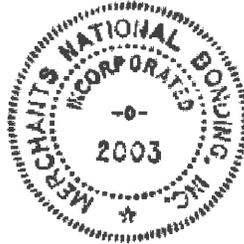
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of April, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 2nd day of April, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of August, 2015



*William Warner Jr.*  
Secretary

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned \_\_\_\_\_, as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

**NOW THEREFORE,** if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF,** we hereunto set our hands and seals:

**Principal**

**Surety**

**By**

**By Attorney-in-Fact**

**Title**

**Address, Attorney-in-Fact**

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**My commission expires: \_\_\_\_\_**

**Notary Public**



**QUALIFICATION AND CERTIFICATION FORM (QC1-2)**

**Purpose**

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

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

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

Oddonette Construction Inc  
341 S. Hill St. Globe AZ 85501  
(928) 425-3608      Koddonette@oddonette.net

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes     No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
\_\_\_\_\_ Yes     No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_ Yes     No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** 0.74

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

1. **Current Arizona Contractor License Number:** AZ ROC 170957 B-01

Kimberly Oddonetto  
Signature of Authorized Representative

Kimberly Oddonetto  
Printed Name

Corp. Secy Treas.  
Title

Please let me take the time to introduce Oddonetto Construction. Oddonetto Construction is a licensed Arizona general contractor and has been serving Arizona since 1984.

Oddonetto Construction is involved in construction projects throughout the state and offers a full staff including construction management, safety, document controllers, and skilled craftsmen. Our project managers, superintendents, and field foremen move from project to project. They direct the activities of our highly mobile workforce, ensuring that our clients receive the high quality service they come to expect from Oddonetto Construction.

Oddonetto Construction has the experienced crews and equipment to self-perform the following services:

- New Construction
- Major Renovations
- Maintenance Crews
- Earthwork
- Demolition
- Concrete
- Carpentry
- Interior Finishes/Build-Out
- Roofing
- Fencing
- Dust Control
- Piping
- Welding & Fabrication
- HDPE Fusion
- Structural Concrete
- Structural Steel Installation
- Red Iron Metal Buildings
- Environmental Clean-up
- Site Utilities

*Including:*

- Office Buildings
- Government Facilities
- Schools
- Hospitals
- Medical Facilities
- Tenant Improvements
- Retail

Our goal for every project we are involved with is to complete them within budget, on schedule, and with quality and safety in mind. Safety is our top priority. We believe safety and quality are the foundation to a successful project. At all times, the work performed will meet or exceed Gila County's Safety and Health Guidelines, all OSHA requirements, and Oddonetto Construction's Company Guidelines. Oddonetto Construction's current Experience Modification rate is 0.74.

Oddonetto Construction puts forth every effort and resource to make every project successful and to deliver the result our clients expect out of each project. When working on a project we understand both the risk and the opportunities involved and know how to manage them. Gila County will benefit from our company because we will be 100% involved in all projects.

Oddonetto Construction Inc. contact information:

Address: 341 S. Hill St., Globe AZ 85501  
Telephone: (928) 425-3608  
Facsimile: (928) 425-0830



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

<u>Oddonetto Construction (Self)</u>	<u>170957</u>	<u>Brian Oddonetto (928) 245-3608</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

<u>Self</u>		
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

<u>Western Acoustics</u>	<u>255029</u>	<u>J. Lalorde 480-303-0056</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

<u>Self</u>		
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

**PLUMBING**

<u>Earth Quest Plumbing</u>	<u>184573</u>	<u>Tim Haas 928-812-0112</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

**ELECTRICAL**

<u>MDC Electric</u>	<u>235849</u> <u>271314</u>	<u>Walter Del Campo 928-812-2708</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

Burden HVAC 295622 Rodney Burden 928-402-0379  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM

American Fire 092401 092402 Mark Clinton 602-433-2484  
209448  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

Mull Sprinkler Co. 111301 John Mull 480-987-0525  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

Kino Floors 212307 Dale Fletcher 928-812-0122  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

Chitwoods Cabinets 143375 Deborah Morris 928-474-3384  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

EA Glass 196220 Pat Rowan 928-428-2535  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 8/13/15  
[BID OPENING DATE]

Oddonetto Construction - Kimberly Oddonetto 8/13/15 [company]  
[authorized representative] [date]



**CONTRACTOR REFERENCE LIST (RL-1)**

COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
<u>Capstone Pinto Valley PO Box 100 Miami Az 85539</u>	<u>(928) 473-6320</u>	<u>Ahmed Hussain</u>
<u>FMI Miami PO Box 4444 Claypool Az 85532</u>	<u>(928) 473-7002</u>	<u>Paul Marszalek</u>
<u>BHP / Capstone PO Box 100 Miami Az 85539</u>	<u>(928) 473-0438</u>	<u>Don Fief</u>
<u>FMI Miami PO Box 4444 Claypool Az 85532</u>	<u>(928) 473-7200</u>	<u>Chuck Durbin</u>

Kimberly Oddonetto  
Signature of Authorized Representative

Kimberly Oddonetto  
Printed Name

Corp. Sec'l Treas.  
Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: Gila        )

\_\_\_\_\_ Kimberly Oddonetto \_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he is \_\_\_\_\_ Secretary / Treasurer \_\_\_\_\_  
(Title)

of \_\_\_\_\_ Oddonetto Construction Inc. \_\_\_\_\_ and  
(Name of Business)

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_ Oddonetto Construction Inc. \_\_\_\_\_  
(Name of Business)

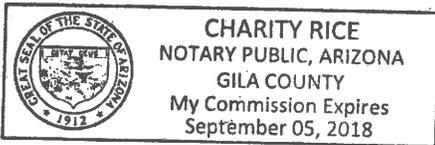
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

\_\_\_\_\_ Oddonetto Construction Inc. \_\_\_\_\_  
Name of Business

\_\_\_\_\_ Kimberly Oddonetto \_\_\_\_\_  
By

\_\_\_\_\_ Corp. Sec. Treas. \_\_\_\_\_  
Title

Subscribed and sworn to before me this 13 day of August, 2015.



My Commission expires: Sept 5 2018

Notary Public Charity Rice



**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

It is my intention to subcontract a portion of the work.

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

Oddonetto Construction Inc.  
Name of Firm

Kimberly Oddonetto  
By: (Signature)

Corp. Sec. / Treas.  
Title

8/13/15  
Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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 "Indemnatee") 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 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.

**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

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. **Builders' Risk Insurance or Installation Floater** \$ \_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**CONTRACTOR:**

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

\_\_\_\_\_  
**Contracting Company Name**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

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

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

**APPROVED AS TO FORM:**

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

**STATUTORY PERFORMANCE BOND (CPB-1)  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
( PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT )**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and \_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMIN BUILDING, INTERIOR RENOVATION**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress

\_\_\_\_\_  
By:

**STATUTORY LABOR AND MATERIALS BOND (LMB-1)**

**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for COPPER ADMIN BUILDING, INTERIOR RENOVATION which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress



## CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, \_\_\_\_\_, representing  
\_\_\_\_\_  
(company name)

do hereby warranty the work performed for the:

### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

\_\_\_\_\_  
(Officer, Partner, Owner)

\_\_\_\_\_  
Date

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT NOS:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \_\_\_\_\_ \$
2. Net change by Change Orders \_\_\_\_\_ \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \_\_\_\_\_ \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \_\_\_\_\_ \$
5. RETAINAGE: \_\_\_\_\_ \$

a. % of Completed Work \_\_\_\_\_ \$  
(Column D + E on G703)

b. % of Stored Material \_\_\_\_\_ \$  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \_\_\_\_\_ \$

6. TOTAL EARNED LESS RETAINAGE \_\_\_\_\_ \$  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \_\_\_\_\_ \$
8. CURRENT PAYMENT DUE \_\_\_\_\_ \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \_\_\_\_\_ \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992  
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*  
ARCHITECT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-4292

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
 Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED					
<b>GRAND TOTALS</b>									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7-20-15 Addendum No. 2 Dated 7-29-15

Addendum No. 3 Dated 8-5-15 Addendum No. 4 Dated 8-7-15

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One Million One Hundred Eighty-seven Thousand - Dollars (\$ 1,187,000<sup>00</sup>).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Sellers & Sons, Inc.

PO Box 1177

Avondale, Az. 85323

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

(SEAL)

Corporate Name: Sellers and Sons, Inc.

Corporate Address: PO Box 1177, Avondale, Az. 85323

Incorporated under the laws of the State of: Arizona

By (Signature): *John Sellers* Date: 8-13-15

President: John Sellers *John Sellers*

Secretary: Stephanie Sellers

Treasurer: Angelia Sellers

**If by a Firm or Partnership:**

Firm or Partnership Name: \_\_\_\_\_

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned Sellers & Sons Inc., as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual) Iowa a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal Sellers & Sons Inc.

By [Signature]

Title John L. Sellers, President

Surety Merchants Bonding Company (Mutual)

[Signature]  
By Attorney-in-Fact Jessica Hollaender

Address, Attorney-in-Fact Merchants Bonding Company (Mutual)  
% Wells Fargo Insurance Services USA, Inc.  
100 W. Washington St., 4th Floor  
Phoenix, AZ 85003

Subscribed and sworn to before me

This 16th day of July, 2015

My commission expires: 11-08-16

Notary Public [Signature]



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Jeremy Polk; Jessica Hollaender**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWELVE MILLION (\$12,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2015.



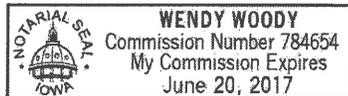
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Polk ss.

On this 1st day of July, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of July, 2015.



*William Warner Jr.*  
Secretary



**QUALIFICATION AND CERTIFICATION FORM (QC1-2)**

**Purpose**

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

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

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

Sellers & Sons, Inc. 623-882-8929  
PO Box 1177 jack@sellersandsous.com  
Avondale, Az. 85323

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?

Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?

Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** 1.00

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

1. **Current Arizona Contractor License Number:** ROC 074700

John Sellers  
**Signature of Authorized Representative**

John Sellers  
**Printed Name**

President  
**Title**



COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

Air Excellence      259933      Jeff Chalk 520-318-1687  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FIRE ALARM

Self      076021      Jim Hunnicutt 520-295-1384  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

A-AAA Fire Protection      073724      Greg Gaona 520-791-3510  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

FLOORING

Spectra Contract Flooring      122975      Jeff Brown 520-623-2140  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

MILLWORK

Self      074700      Jim Hunnicutt 520-295-1384  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

Arteca Glass Inc      103737      James Langly 928-425-8212  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST

Sellers & Sons, Inc.      074700      Jack Sellers 623-882-8929  
[COMPANY NAME]                      [LICENSE #]                      [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 8-13-15  
[BID OPENING DATE]

John Sellers      Sellers & Sons Inc      8-13-15      [company]  
[authorized representative]                      [date]



**CONTRACTOR REFERENCE LIST (RL-1)**

**COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1**

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
OKA PO Box 790 Sells, Az 85634	520-383-2202	Raudall Price
JSD 2025 E Winsett Tucson Az. 85719	Sue Heathcoate	520-349-6047
ZGF 5000 W. Cavefree Hwy. Phoenix, Az. 85086	623-236-7479	Tom Kmetz
Oro Valley 680 W Calle Concordia, Oro Valley Az. 85704	James Gardner	520-229-5067

Tohono O'odham Ki:Ki Association  
Tucson Unified School District  
Arizona Game & Fish Dept.  
Town of Oro Valley

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

John Sellers  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA )  
  )ss  
COUNTY OF: Maricopa )

John Sellers

(Name of Individual)

being first duly sworn, deposes and says:

That he is President

(Title)

of Sellers & Sons, Inc. and

(Name of Business)

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said Sellers & Sons, Inc.

(Name of Business)

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

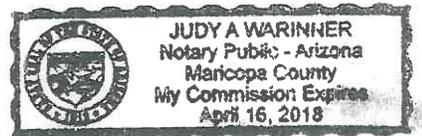
Sellers & Sons, Inc.  
Name of Business

By John Sellers John Sellers  
President  
Title

Subscribed and sworn to before me this 12<sup>th</sup> day of August, 2015.

My Commission expires: 4-16-2018

Notary Public Judy A Warner  
Judy A Warner





**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

It is my intention to subcontract a portion of the work.

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

Sellers & Sons, Inc.

Name of Firm

John Sellers John Sellers

By: (Signature)

President

Title

8-12-15

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### **BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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 "Indemnatee") 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 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.

**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

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INVITATION FOR BID NO. 032315-1

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

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. **Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

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- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within **no later than Thirty (30) Calendar Days** from the date of Substantial Completion.

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INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$\_\_\_\_\_ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST:**

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

**CONTRACTOR:**

*Sellers & Sons, Inc*  
\_\_\_\_\_  
Contracting Company Name

*John Sellers*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness (if Contractor is Individual)

**APPROVED AS TO FORM:**

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



**CONTRACT PERFORMANCE WARRANTY (CWP-1)**

I, John Sellers, representing  
Sellers & Sons, Inc. (company name)

do hereby warranty the work performed for the:

**COPPER ADMIN BUILDING, INTERIOR RENOVATION**

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

John Sellers John Sellers 8-12-15  
(Officer, Partner, Owner) Date



**CONTRACT FORMS**

- Bid Submittal Checklist (CK1)**
- Bid Proposal (BP1-3)**
- Surety Bid Bond (BB1)**
- Qualification & Certification Form (QC1-2)**
- Subcontractors List (SL1-2)**
- Contractor Reference List (RL-1)**
- Affidavit of Non-Collusion (ANC1)**
- Subcontractor Certification (SC1)**
- Construction Contract (C1-5)**
- Contract Performance Bond (CPB-1)**
- Labor & Material Bond (LMB-1)**
- Contract Performance Warranty (CPW-1)**
- Pay Application (Sample AIA Doc G702)**



## BID SUBMITTAL CHECKLIST (CK1)

### BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 032315-1  
COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.



**BID PROPOSAL (BP1-3)**

**TO THE GILA COUNTY PURCHASING DEPARTMENT:**

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 07/20/2015 Addendum No. 3 Dated 08/05/2015

Addendum No. 2 Dated 07/29/2015 Addendum No. 4 Dated 8/7/2015

**BASE BID:** The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One million three hundred eighty nine thousand Dollars (\$1,389,000.00).

The following Proposal is made for :

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Bayley Construction, A General Partnership dba Ronald E Bayley Construction of Arizona

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

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The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

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**If by a Corporation:** Not Applicable

(SEAL)

Corporate Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

President: \_\_\_\_\_

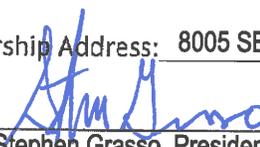
Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

**If by a Firm or Partnership:**

Firm or Partnership Name: Bayley Construction, A General Partnership

Firm or Partnership Address: 8005 SE 28th Street, Mercer Island, Washington 98040

By (Signature):  Date: August 13, 2015  
Stephen Grasso, President

Name and Address of Each Member: General Partners (Two Sub "S" Corporations):

Bayley Key Members, Inc. and Bayley Holdings, Inc.

Address for both: 8005 SE 28th Street, Mercer Island, Washington 98040

Stephen Grasso is an authorized signer for both General Partners

**If by an Individual:** Not Applicable

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**GILA COUNTY  
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned Bayley Construction, A General Partnership \_\_\_\_\_, as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company \_\_\_\_\_ a corporation duly organized under the laws of the State of Massachusetts \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

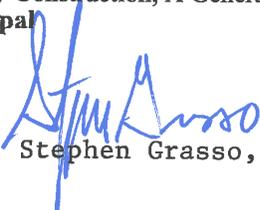
WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING  
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BID NO. 032315-1**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Bayley Construction, A General Partnership  
Principal

By   
Title Stephen Grasso, President

Liberty Mutual Insurance Company  
Surety

  
By Attorney-in-Fact Jill A. Boyle  
2233 112th Avenue N.E., Bellevue, WA 98004  
Address, Attorney-in-Fact

Subscribed and sworn to before me Ellen M. Bell

This 6th day of August, 2015

My commission expires: 11/01/2015

Notary Public 



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7007441

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deanna M. French; Elizabeth R. Hahn; Ellen Bell; Guy Armfield; Jana M. Roy; Jill A. Boyle; Jim Hamlin; John Claeys; Lawrence J. Newton; Mindee L. Rankin; Roger Kaltenbach; Ronald J. Lange; Scott Fisher; Scott McGilvray; Susan B. Larson

all of the city of Bellevue, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of June, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of August, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**QUALIFICATION AND CERTIFICATION FORM (QC1-2)**

**Purpose**

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

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

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COPPER ADMIN BUILDING  
INTERIOR RENOVATION**

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:  
Bayley Construction, A General Partnership dba Ronald E. Bayley Construction of Arizona  
7585 E. Redfield Road, Suite 202, Scottsdale, Arizona 85260  
(480) 209-1247
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 Contractor Experience Modifier (e-mod) Rating: California: .84 & Washington: .60

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

1. Current Arizona Contractor License Number: 124221 Class B-1



Signature of Authorized Representative

Stephen Grasso

Printed Name

President

Title



Over 50 years of experience  
and excellent service.

Clients that depend on us  
time and again.

A company that brings  
value and savings to clients  
on every project.

That's the Bayley difference.

# Bayley Construction

**Built on Trust**

## Powerful Traditions

Bayley Construction, founded in 1963, has a tradition of building strong teams. Whether that means taking the initiative on design-build assignments or being part of an overall team that is lead by others, bringing people and companies together to enjoyably and successfully accomplish construction projects has always been one of our finest traditions and principal strengths.

## Unwavering Integrity

As the company has matured and changed its practices to meet today's complex and demanding marketplace, there is one thing that has never changed: our integrity. Our people are honest, reliable and fair. They are hard-working and passionate about their work. It's their dedication and unwavering integrity that enables clients to confidently hire Bayley Construction again and again. We all believe that when a client gives us their vote of confidence, we must exceed their expectations. It's simply the right thing to do.

## Dedication to Value

We are dedicated to bringing value to our clients and their projects every day. Our experience over the last five decades proves invaluable to clients on every project. Our goal is to save owners more than our fee on every project in which we are involved. Tradition, integrity and value—that's the Bayley difference.

## Our Team Members

Bayley Construction has a team of 130 construction specialists and support personnel. Many of our team members have been with the company for more than twenty years and are the most respected construction experts in the US.

## Our Locations

Licensed in 8 states, we currently have offices in Washington, Southern California and Arizona. We have experience in preconstruction and construction services and have carried licenses in 19 states.

## Our Services

Bayley provides construction and construction management services under the following delivery methods.

- Negotiated, guaranteed maximum price
- General Contractor / Construction Manager (GC/CM)
- Design, bid, build
- Design-build (DB)

# Bayley Construction

## Locations and Licenses



### A Presence Coast to Coast

Bayley Construction has expanded its operations to better serve and represent our clients.

- Three Regional Offices
- Licensed in Eight Western States
- Experience Working in 19 States

We can quickly and efficiently mobilize our teams throughout the United States.

Putting our clients' needs first, always; *that's the Bayley difference.*

### Locations

**1 Washington Office (Corporate)**  
8005 SE 28th Street  
Mercer Island, WA 98040  
P: 206.621.8884  
F: 206.343.7728

**2 California Office**  
23101 Lake Center Drive, Suite 200  
Lake Forest, CA 92630  
P: 714.540.8863  
F: 714.556.1484

**3 Arizona Office**  
7585 E. Redfield Road, Suite 104  
Scottsdale, AZ 85260  
P: 480.209-1247  
F: 602.325-8619

### General Contractor Licenses

- Washington State BAYLECGO34JC
- California 734880
- Arizona 124221
- Oregon 127881
- Utah 5077132-5501
- Colorado L 15-20912-0000
- New Mexico 383544
- Idaho RCE-20059

### Experience in the following States

- Arizona
- California
- Colorado
- Idaho
- Illinois
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Nevada
- New Jersey
- Ohio
- Oregon
- Texas
- Utah
- Virginia
- Washington
- Wisconsin
- Wyoming



**SUBCONTRACTORS LIST (SL1-2)**

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

**THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.**

**CARPENTRY**

BAYLEY CONST.      124221      CHRIS REIGEL 480-209-1247  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**INSTALLER FOR DOORS/HARDWARE**

BAYLEY CONST.      124221      CHRIS REIGEL 480-209-1247  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**CEILING SYSTEMS**

BARRY HINKEL      074323      CARL CAMPBELL 520-624-8837  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**WALL GYP BD / FINISHING**

GRAND STATE      14227      RON WINCE 480-394-0095  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**PLUMBING**

POWER PLUMBING      216490      MONTY LAMMAM 602-244-2080 (39)  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**ELECTRICAL**

RM ELECTRIC      162386      STEVE CRABTREE 602-244-2080  
[COMPANY NAME]      [LICENSE #]      [CONTACT PERSON & PHONE #]

**HVAC**

Burden Meets 295623 928-402-0379  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE ALARM**

Enterprise Security 272235 Paul Ferrer 480-745-4231  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FIRE SPRINKLER**

Complete Fire Prot. 275620 480-987-8200  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**FLOORING**

Kino Flooring 212327 Dave Fletcher 928-485-9443  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**MILLWORK**

S & R CABINETS 269353 Richard Monticelli 520-807-7604  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**STOREFRONT SYSTEMS**

Mirage Glass & Mirror 145598 Dave Walker 602-252-8010  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST  
10% OF THE TOTAL CONTRACT COST**

Bayley Construction B-1 124221 Chris Reigel 480-209-1247  
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 8/13/15  
[BID OPENING DATE]

[Signature] 8/13/15 [company]  
[authorized representative] [date]



**CONTRACTOR REFERENCE LIST (RL-1)**

COPPER ADMIN BUILDING  
INTERIOR RENOVATION  
BID NO 032315-1

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

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

**REFERENCES:**

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
City of Tempe Tempe, AZ	(480) 350-2952	Lan Kapsala
JCP Plano, TX	(972) 431-1769	Chris Armisted
Ashton Contracting Tucson, AZ	(520) 624-5500	Brian Reitmeyer
Walmart Bentonville, AR	(479) 903-5633	Michael Homan

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

Stephen Grasso  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF WASHINGTON )  
 )ss  
COUNTY OF: KING )

Stephen Grasso

(Name of Individual)

being first duly sworn, deposes and says:

That he is President

(Title)

of Bayley Construction, A General Partnership dba Ronald E Bayley Construction of Arizona and  
(Name of Business)

That he is bidding on Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE and,

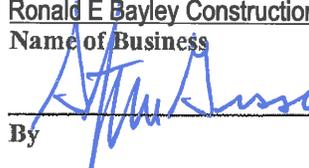
That neither he nor anyone associated with the said \_\_\_\_\_

Bayley Construction, A General Partnership dba Ronald E Bayley Construction 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.

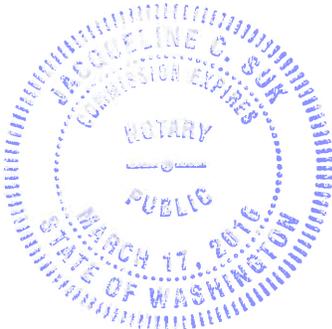
Bayley Construction, A General Partnership dba  
Ronald E Bayley Construction of Arizona  
Name of Business

By 

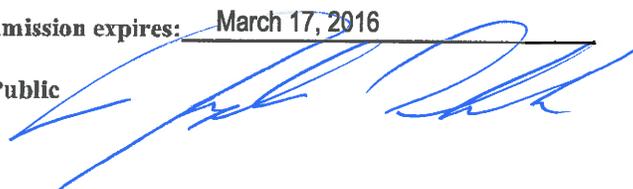
Stephen Grasso, President

Title

Subscribed and sworn to before me this 13th day of August, 2015.



My Commission expires: March 17, 2016

Notary Public 



**SUBCONTRACTOR CERTIFICATION:  
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

**BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION**

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

  X   It is my intention to subcontract a portion of the work.

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

Bayley Construction, A General Partnership dba  
Ronald E Bayley Construction of Arizona

Name of Firm

By: (Signature)

Stephen Grasso, President

Title

August 13, 2015

Date



## CONSTRUCTION CONTRACT (C1-5)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Bayley Construction, A General Partnership dba Ronald E Bayley of the City of Scottsdale, State of Arizona, hereinafter designated the **Contractor**.  
Construction of Arizona

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** 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 "Indemnatee") 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 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.

**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

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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

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 **walver of subrogation** against the County of Gila.

4. **Builders' Risk Insurance or Installation Floater**

*\$ Included in base bid*

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insureds on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
  - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
  - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
  - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
  - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- 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.

**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.

**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.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within no later than ten (10) Calendar Days of the Notice To Proceed, and shall be Substantially Complete within One Hundred and Fifty (150) Calendar Days from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than Thirty (30) Calendar Days from the date of Substantial Completion.

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**IN RETURN** for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$ 1,389,000.00 including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

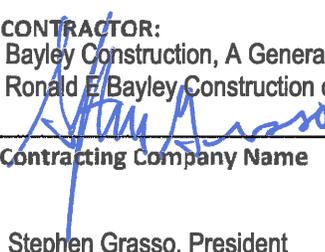
**OWNER:**  
**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST:**

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

**CONTRACTOR:**  
Bayley Construction, A General Partnership dba  
Ronald E Bayley Construction of Arizona

  
\_\_\_\_\_  
Contracting Company Name

Stephen Grasso, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness (If Contractor is Individual)

**APPROVED AS TO FORM:**

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

COPPER ADMIN BUILDING  
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

**STATUTORY PERFORMANCE BOND (CPB-1)  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and \_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMIN BUILDING, INTERIOR RENOVATION**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress

\_\_\_\_\_  
By:

**STATUTORY LABOR AND MATERIALS BOND (LMB-1)**

**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_

\_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for COPPER ADMIN BUILDING, INTERIOR RENOVATION which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
AgencyAddress

GLOBE COURTHOUSE  
2<sup>ND</sup> FLR RENOVATION  
SCHOOLS AND ASSESSOR

BID NO 012114



### CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Stephen Grasso, representing  
Bayley Construction, A General Partnership dba  
Ronald E Bayley Construction of Arizona (company name)

do hereby warranty the work performed for the:

#### COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

  
\_\_\_\_\_  
(Officer, Partner, Owner)  
Stephen Grasso, President

August 13, 2015

\_\_\_\_\_  
Date

**Regular BOS Meeting**

<u>Meeting Date:</u>	09/01/2015		
<u>Submitted For:</u>	Malissa Buzan, Director		
<u>Submitted By:</u>	Leitha Griffin, Administrative Assistant, Community Services Division		
<u>Department:</u>	Community Services Division	<u>Division:</u>	Administration
<u>Fiscal Year:</u>	2015-2020	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	July 1, 2015-June 30, 2020	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Amendment No. 1 to and Intergovernmental Agreement (Contract No. ADES15-089113) with the Arizona Department of Economic Security.

Background Information

The Gila County Board of Supervisors approved Contract No. ADES15-089113 on June 23, 2015.

Evaluation

Amendment 1 to Contract ADES15-089113 will increase the reimbursement ceiling from \$290,481 to \$301,731. This is an increase of \$11,250.

Conclusion

By the Board of Supervisors approving Amendment 1 to Contract No. ADES15-089113, the Gila County Community Action Program will have additional funding to provide case management services to eligible residents of Gila County of which the intent is to assist the household in resolving crisis situations in order to move closer to self-sufficiency.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. ADES15-089113.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, to provide case management and community services to eligible Gila County residents in the amount of \$11,250 which will increase the reimbursement ceiling to \$301,731 for the period of July 1, 2015, through June 30, 2020.

Attachments

IGA Explanation

Amendment 1 to ADES15-089113

Contract ADES15-089113

Contract ADES15-089113 cont.



*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.



**DEPARTMENT OF ECONOMIC SECURITY**

*Your Partner For A Stronger Arizona*

**Intergovernmental Agreement  
CONTRACT AMENDMENT**

1. CONTRACTOR <i>(Name and address)</i>  <b>Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501</b>		2. CONTRACT ID NUMBER  <b>ADES15-089113</b>
		3. AMENDMENT NUMBER  <b>1</b>
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT  Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:  <b>Funding</b> for the contract period July 1, 2015 through June 30, 2016:  The reimbursement ceiling for the service Case Management is increased from \$290,481 to \$301,731. This is an increase of \$11,250.  The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$451,731.  Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.		
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.		
6. <b>ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>	7. NAME OF CONTRACTOR <b>Gila County Community Services Division</b>	
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL	
TYPED NAME <b>Pam Giroux</b>	TYPED NAME	
TITLE <b>Procurement Manager</b>	TITLE	
DATE	DATE	
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.		
<b>ARIZONA ATTORNEY GENERAL'S OFFICE</b>		
BY:	BY:	
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL	
DATE:	DATE:	

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Case Management (CMG-CAP)  
**Contract Period:** 07/01/2015 - 06/30/2016

**1. PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE	
				COST	DES COST
1	1.00	Divisional Fiscal Manager	\$46,280.52	\$ 23,140	\$ 11,570
1	1.00	Senior Accounting Clerk	\$36,015.20	\$ 27,011	\$ 24,307
1	1.00	Case Manager	\$33,690.80	\$ 16,845	\$ 16,845
1	1.00	Case Manager	\$31,226.00	\$ 15,613	\$ 15,613
1	1.00	Clerk	\$23,230.00	\$ 11,615	\$ 5,808
<b>TOTAL PERSONNEL</b>				<b>\$ 94,224</b>	<b>\$ 74,143</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS		TOTAL COST	DES COST
Health Insurance	\$638.26 per mo x 12 mo X 5 @ 75%		\$ 28,722	\$ 28,722
FICA	0.0765	X \$74,143	\$ 5,672	\$ 2,836
Workman's Comp	0.008607	X \$74,143	\$ 638	\$ 319
Retirement	0.1147	X \$74,143	\$ 8,504	\$ 4,252
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>			<b>\$ 43,536</b>	<b>\$ 36,129</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$ -</b>	<b>\$ -</b>

**4. TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 6,000
Per Diem	\$25 per day for 60 days for 5 FTE's / Board Memt	\$ 7,500	\$ 7,500
<b>TOTAL TRAVEL</b>		<b>\$ 13,500</b>	<b>\$ 13,500</b>

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
<b>TOTAL SPACE</b>		<b>\$ 21,276</b>	<b>\$ 10,638</b>

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL EQUIPMENT</b>		<b>\$ -</b>	<b>\$ -</b>

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$ 12,000	\$ 4,505
Postage	\$50 per month x 12 months	\$ 600	\$ 300
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$ 12,600</b>	<b>\$ 4,805</b>

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	\$1000 for training sessions for 5 FTE's (includes hotel, registration)	\$ 5,000	\$ 5,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 4,375	\$ 4,375
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months	\$ 24,000	\$ 6,285
Maintenance, Leases Agreements & Memberships/Dues		\$ 33,375	\$ 15,660
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ 33,375</b>	<b>\$ 15,660</b>

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL INDIRECT COSTS</b>		<b>\$ -</b>	<b>\$ -</b>

<b>10. SUBTOTAL ADMIN COSTS</b>		<b>\$ 218,511</b>	<b>\$ 154,875</b>
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11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		\$ 116,560	\$ 116,560
LIHCON		\$ -	\$ -
LLVG		\$ -	\$ -
NHN		\$ 296	\$ 296
TANF		\$ 30,000	\$ 30,000
<b>TOTAL VOUCHERS</b>		<b>\$ 146,856</b>	<b>\$ 146,856</b>

**12. ~~TOTAL SERVICE COST/DES TOTAL COST: \$ 365,367 \$ 301,731~~** ✓

REVENUE SOURCES:

DES Case Mgt.	\$	301,731	\$	301,731
Gila County	\$	63,636		
<b>TOTAL REVENUE:</b>	<b>\$</b>	<b>365,367</b>	<b>\$</b>	<b>301,731</b>

3/31/2016



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County ("Contractor").

WHEREAS the ADES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under ARS 11-201 and A.R.S. 11-251 and,

WHEREAS the ADES and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE GILA COUNTY:

Table with 2 columns and 8 rows for signatures, names, titles, dates, and contract numbers.

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: [Signature] Assistant Attorney General

Date: 6/30/15

By: [Signature] Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

Date: 6-23-2015

**Scope of Work**  
Community Action Program Services

**1.0 ADES Mission and Vision Statement**

- 1.1 **ADES Mission** – The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.
- 1.2 **ADES Vision** – Every child, adult, and family in the state of Arizona will be safe and economically secure.

**2.0 Purpose**

- 2.1 **Purpose Statement** – This Contract provides broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.
- 2.2 **Legal Authority** – Pursuant to Arizona Revised Statutes (A.R.S.) Section §41-1954 (A)(6) provides the Department the authority to Contract and incur obligations within the general scope of its activities and operations subject to the availability of funds, and A.R.S. Section §41-1954 (A) (8), to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 2.3 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	<p>Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.</p> <p>Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served.</li> <li>(2) Number of persons unemployed in the geographic area served.</li> <li>(3) Five percent of the overall funds are distributed only to rural counties.</li> <li>(4) Funds are adjusted for tribes receiving CSBG dollars.</li> </ul> <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available CSBG funds.</p>
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	<p>Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served.</li> <li>(2) Five percent of the overall funds is distributed only to rural counties.</li> </ul> <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available TANF funds.</p>

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process.  Funding for General Transportation in Coconino, Yavapai, and Navajo Counties.
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and designated LIHEAP Contractors according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and designated NHN according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds is distributed only to rural counties.

2.4 **Definitions** – See Exhibit A, as may be amended.

3.0 **Program Description**

3.1 **Community Services** (provided in every county in Arizona) – The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community based approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.

3.2 **Case Management** (provided in every county in Arizona) – This service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

3.3 **General Transportation** (provided in Coconino, Navajo and Yavapai Counties only) – This service provides or assists in obtaining various types of transportation for specific needs. This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

4.0 **Notices**

4.1 The Contractor shall email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security  
DAAS Contracts Unit  
P. O. Box 6123-Site Code 950A  
Phoenix, AZ 85005-6123

4.2 The Department will address all correspondence regarding this Contract to the individual(s) identified in the letter of assurances (Attachment 9).

## 5.0 Reserve

### 6.0 Administrative Requirements – The Contractor shall:

6.1 Provide services that are culturally relevant and linguistically appropriate to the population served.  
6.2 Comply with ADES Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

6.2.1 COATES Human Services Reauthorization Act of 1998

6.2.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996

6.2.3 Stewart B. McKinney Homeless Assistance Act

6.2.4 ARS §46-241 - Short Term Crisis Services

6.2.5 ARS §46-701 - Utility Assistance

6.2.6 ARS §46-741 - Neighbors Helping Neighbors

6.2.7 ARS §46-140.01 - Verification of identity and citizenship and/or immigration status; and ARS §§1-501-1-502, regarding eligibility for federal and state or local public benefits.

### 6.3 Staffing and Security

6.3.1 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.

6.3.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.

6.3.3 Maintain client/recipient confidential information in a secure location.

### 6.4 Equipment

6.4.1 Communicate with ADES electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.

6.4.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for ADES reports, and to ensure that there is no disruption or degradation of services provided.

6.4.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

### 6.5 Service Provision

6.5.1 Provide services directly, as allowed, or through subcontractors.

6.5.2 Collect and report required client data.

6.5.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.

6.5.4 Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).

6.5.5 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.

6.5.6 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (Attachment 1).

### 6.6 Networking

6.6.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.

6.6.2 Form local partnerships with community agencies to address the needs of low-income families and individuals.

6.6.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.

6.6.4 Facilitate and participate in education, training, and information seminars, workshops, and conferences.

6.6.5 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

**6.7 Subcontract Related Service Provisions**

- 6.7.1 Document all costs associated with provision of Contract services.
- 6.7.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 6.7.3 Require that subcontractors are in compliance with applicable administrative directives and forms.
- 6.7.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 6.7.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.
- 6.7.6 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
- 6.7.7 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.
- 6.7.8 Utilize client grievance procedures, which respond timely and effectively to customer complaints.
- 6.7.9 Develop linkages between the coordinated service delivery system and other community resources.
- 6.7.10 Identify service gaps among client populations and develop and implement services or resources to meet identified needs.
- 6.7.11 Address client barriers to service.
- 6.7.12 Train appropriate personnel in the use and completion of the ADES EN-005 Application for Services form(s) or other ADES approved written or electronic form(s) as may be amended (Exhibit B).

**6.8 Monitoring and Evaluation**

- 6.8.1 Utilize instruments for monitoring/evaluating subcontractors' performance and compliance with Administrative Requirements stated in Section 6.0, as well as other requirements specified in service scopes of work.
- 6.8.2 Conduct at a minimum, on-site Contract compliance monitoring of subcontractors at least every two years, to include, but not limited to, facilities, administrative and financial operations, and programmatic service delivery.
- 6.8.3 Establish and implement a process for service/performance improvement.
- 6.8.4 Participate in ADES evaluation studies, when required.

**6.9 CSBG Organizational Standards**

- 6.9.1 Participate in the implementation of the CSBG Organizational Standards and any training made available to assist with the implementation and compliance with the Standards as recommended by OCS and agreed to by CAAs and ADES, as may be amended (CAAs only).

**7.0 General Reporting Requirements – The Contractor shall:**

- 7.1 Email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security  
DAAS Contracts Unit  
P. O. Box 6123-Site Code 950A  
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered for approval by, the Community Services Program Administrator.
- 7.1.2 Updated Cost Allocation Plan by October 1, 2015, if not provided prior to Contract start date.
- 7.1.3 A correctly completed "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing \$5,000 or more to be purchased in whole or in part with ADES funds (Exhibit C).
- 7.1.4 Contractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.5 Subcontractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.6 By June 30 annually, a twelve month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve month period beginning July 1 (of the same year),

and for each: administrative, fiscal, and/or programmatic the specific service(s) to be monitored, and the target monitoring start and completion dates.

7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

**8.0 Items Provided by the Department – The Department shall provide, at a minimum:**

8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

**9.0 Community Services**

**9.1 Service Description**

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

**9.2 Service Information**

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through:

1. The strengthening of community capabilities for planning and coordinating the use of a broad range of federal, state, local and other assistance "including private resources" related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;
2. The organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help families and individuals to achieve self-sufficient;
3. The greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;
4. The maximum participation of residence of the low-income communities and members of the groups served by programs assisted through the block grants to empower such residence and members to respond to the unique problems and needs within their communities; and
5. The broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for (a) private, religious, charitable and neighborhood-based organizations; and (b) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities for the poor.

**9.3 Board Requirements – The Contractor shall:**

**9.3.1 Private, non-profit CAAs:**

1. Select a Tripartite Governing Board that administers the services.
2. Seat a Tripartite Governing Board that is comprised as follows:
  - (i) One-third are elected public officials, holding public office on the date of selection.
  - (ii) Not fewer than one-third of members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
  - (iii) The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms to the Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:

- (i) active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan;
  - (ii) active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services; and
  - (iii) active participation in the identification and evaluation of Result Oriented Management and Accountability (ROMA) Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.
5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
  6. Conduct a minimum of four quarterly Tripartite Governing Board meetings per state fiscal year.
    - a. For public and quasi-governmental entities, meetings must conform to Arizona open meeting laws.
  7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
  8. Provide upon request and maintain documentation demonstrating Tripartite Governing Board members' training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.
  9. Maintain and provide, upon request, documentation of the democratic selection process utilized for low-income representatives.
  10. Document and communicate to ADES efforts to fill any vacancies.
  11. Address any vacancies within 90 days of each occurrence; provide upon request and maintain documentation of efforts to fill within 120 days of occurrence.

**9.3.2 Public CAAs Advisory Board:**

1. Select members to serve on a Board in which one-third of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families. Select representatives to fill balance of seats as set forth in governing documents.
2. Maintain and provide, upon request, documentation of democratic selection process for low-income representatives.
3. Document and communicate to ADES efforts to fill any vacancies.
4. Address any vacancies within 90 days of each occurrence and provide and maintain documentation of efforts to fill within 120 days.

**9.4 Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by ADES, a Community Action Plan that includes:

1. a description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs;
2. Contractors' objectives that are aligned with the six (6) national goals;
3. a description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate;
4. a description of the service delivery system for services provided or coordinated with CSBG funds.
5. a narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan;
6. a description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations;
7. a description of how CSBG funds will be coordinated with other public or private resources;
8. a description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives;
9. a description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
10. a description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations; and

11. a description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six (6) CSBG national goals.

**9.5 Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the ROMA System as may be amended, for measuring performance and results of programs and services.

**9.6 Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30<sup>th</sup> of each calendar year. Contractor must utilize format specified by ADES (Exhibit D).
2. Quarterly ROMA Outcomes Report (Exhibit E) by October 25, January 25, April 25 of each calendar year. The Contractor shall not submit a Fourth Quarter Report, but shall include fourth quarter data with the Annual CSBG IS Report. Contractor must utilize format specified by ADES (Exhibit F).
3. CSBG Information System (IS) Report by October 1<sup>st</sup> of each calendar year (Exhibit F).
4. Schedule of planned Board meetings for the next twelve months, by June 30 of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.
7. Current Organizational Chart by June 30 of each year.
8. Current Agency Operations Spreadsheet by June 30 of each year.

**9.7 Items Provided by the Department – The Department shall provide:**

9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.

9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

**10.0 Case Management**

**10.1 Service Description**

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

**10.2 Service Information**

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving households closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management.
2. Short Term Crisis Services (STCS) that provide temporary assistance to persons at or below 125 percent of poverty, or 150 percent if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons;
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention;

3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services; and
  4. special needs to secure or maintain employment.
- 10.2.3 **All CAAs and designated LIHEAP agencies shall provide the following:**
1. Utility Assistance Services that assist low-income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. For LIHEAP eligibility, the household income limit is sixty (60) percent of the State Median Income (SMI) or 150 percent of the Federal Poverty Guideline (FPG), whichever is greater, as may be amended. For NHN eligibility, the household income limit is 125 percent of the FPG except for individuals sixty years of age or older or disabled, where the household income limit is 150 percent of the FPG, as may be amended. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
    - (i) Utility payments or deposits for heating and cooling
    - (ii) Temporary emergency shelter (if needed due to energy related crisis)
    - (iii) Payment of water bills related to cooling (May 1 through October 1)
    - (iv) Rental assistance where utility payment is included in the rent
- 10.2.4 Tribal entities shall provide utility assistance funded with LIHEAP. Benefits include the following:
1. Utility payments or deposits for heating and cooling
  2. Payment of water bills related to cooling (May 1 through October 1)
  3. Rental assistance where utility payment is included in the rent
- 10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
  - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
  - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
    1. An assessment of the client's resources and needs
    2. Specific objectives that relate to the goal of alleviating any immediate crisis situation
    3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral
  - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
    1. resolve any immediate crisis in a timely manner;
    2. assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs; and
    3. arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self-sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
  - 10.3.5 Complete a closing summary that includes, at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
  - 10.3.6 Completion of the Self-Sufficiency Matrix, as may be amended located at: [https://www.azdes.gov/uploadedFiles/Aging and Adult Services/Community Services Unit/SSM English-Spanish.pdf](https://www.azdes.gov/uploadedFiles/Aging%20and%20Adult%20Services/Community%20Services%20Unit/SSM%20English-Spanish.pdf), for all case managed households in which a member of the household is eighteen (18) to fifty-nine (59) years of age, not disabled and not a full-time student, and is:
    - a. unemployed and seeking earned income; or
    - b. employed and seeking to reduce barriers to maintain earned income; or
    - c. employed and seeking increased earned income and/or employment benefits; as may be amended.
  - 10.3.7 Utilize report formats specified by ADES. Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revisions to Case Management and

Contract Payment Verification Reports shall be submitted with Supplemental Invoices. A summary of the revisions may be submitted with the Supplemental Invoices.

- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the ADES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended.
  - 10.4.2 Use the ADES EN-005 Application or other ADES approved electronic or written Application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the most current ADES LIHEAP Policy and Procedure Manual as may be amended. Keep and maintain the Manual with all related policy clarifications, additions or amendments. Contractor shall keep the most current version available to staff at all times.
  - 10.5.2 Use the ADES EN-005 Application or other ADES approved electronic or written application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
  - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
  - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
  - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide Community Action Network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Utilize and maintain a functional electronic system in which programmatic data shall be stored and reports submitted to ADES. An agreed upon data bridge from an existing data system may be utilized if a collective database system is used by Community Action Program Services Contractors. All other reports such as, payment verification forms and narratives information shall be provided on the forms required by this Contract, or as directed by ADES.
  - 10.7.2 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the ADES Community Services Program Administrator through written notification to the Contractor:
    1. Monthly Case Management Report by the 25<sup>th</sup> of each month (All CAAs and designated LIHEAP agencies) (Exhibit H1, H2).
    2. Tribal LIHEAP Monthly Report (Tribal entity only) (Exhibit I).
    3. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (Exhibit K) by August 31<sup>st</sup> of each calendar year.
    4. Quarterly ROMA Outcomes Report (All CAAs) (Exhibit E).
    5. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (Exhibit L).
    6. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (Exhibit M).
    7. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
    8. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (Exhibit N).
    9. LIHEAP Leveraging Report (Exhibit Q), annually by October 15.
    10. LIHEAP Annual Household Report (Exhibit J), Estimated Report by August 15 and Final Report by October 15, for services provides within this Contract as applicable.
- 10.8 Items Provided by the Department – The Department shall provide:**
- 10.8.1 The following report formats as may be amended by the ADES Community Action Program Administrator through written notification to the Contractor: Case Management Monthly Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

- 10.8.2 Training on completing the Case Management Monthly Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, and Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual, as may be amended.
- 10.8.4 Low Income Home Energy Assistance Program Policy and Procedure Manual.  
([https://www.azdes.gov/uploadedFiles/Aging\\_and\\_Adult\\_Services/Community\\_Services\\_Unit/LIHEAP\\_Policy\\_Manual\\_SF14.pdf](https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/LIHEAP_Policy_Manual_SF14.pdf)).

**11.0 General Transportation (Coconino, Yavapai and Navajo Counties only)**

**11.1 Service Description**

- 11.1.1 This service provides or assists in obtaining various types of transportation for specific needs.
- 11.1.2 This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using Contractor-operated vehicles and/or through vouchers for public transit.

**11.2 Service Information**

- 11.2.1 The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.
- 11.2.2 Services in Coconino County are to assist elderly and/or persons with physical disabilities to remain as independent as possible.
- 11.2.3 Services in Yavapai County are to assist persons in accessing, employment, social services, medical and basic needs.
- 11.2.4 Services in Navajo County are to assist persons in accessing, employment, social services, medical and basic needs.

**11.3 Service Requirements – The Contractor shall:**

**11.3.1 Contractors that transport clients:**

1. Maintain valid license plates on vehicles used to transport clients.
2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
3. Maintain logs on all vehicles used for the transportation of clients.
4. Utilize paid and/or volunteer drivers that:
  - (i) have no history of felony convictions;
  - (ii) possess a valid State of Arizona Class D Operators Driver's License for vehicles up to fifteen (15) passengers;
  - (iii) possess a valid State of Arizona Class B Commercial Driver's License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
  - (iv) have a clean driving record with no suspensions within the past year;
  - (v) are at least eighteen years of age; and
  - (vi) pass a physical prior to providing transportation service to clients and pass a physical at least every two years.
5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
6. Assist clients in entering and exiting the vehicle as needed.
7. Transport clients to scheduled appointments on time and safely.
8. Utilize vehicles that have seat belts for every occupant.
9. Require drivers to verify all occupants utilize seatbelts during transport.
10. Track the beginning and ending odometer readings of Contractors' vehicles on days when used to transport clients, and identify the clients/households served on each date.

**11.3.2 Contractors that arrange transportation for clients shall:**

1. Make arrangements for client transportation through public or private providers.
2. Make transportation arrangements for clients to arrive at scheduled appointments on time and safely.

**11.4 Program Reporting Requirements – The Contractor shall:**

- 11.4.1 Submit the following report as may be amended, for the timeframes indicated as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. **Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g., from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.**

## TERMS AND CONDITIONS

### 1.0 Contract Term and Option to Extend

- 1.1 The term of the resultant Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

### 2.0 Definitions

- 2.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "Award Date" means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 2.3 "Contract" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "Contractor" means any person who has a Contract with the State.
- 2.6 "Days" means calendar days unless otherwise specified.
- 2.7 "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "Exhibit" means any item labeled as an Exhibit.
- 2.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 2.12 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 2.13 "May" indicates something that is not mandatory but permissible.
- 2.14 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 2.15 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 2.16 "Shall, Must" indicates a mandatory requirement.
- 2.17 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 2.19 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 2.21 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

### 3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a Contract with the Arizona Department of

Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

#### 4.0 Amendments or Modifications

4.1 This Contract 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 Contract, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

4.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

#### 5.0 Applicable Law

5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

5.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

5.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

5.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

5.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

5.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

**6.0 Arbitration**

6.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §-12-1518, except as may be required by other applicable statutes (Title 41).

**7.0 Assignment and Delegation**

7.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**8.0 Audit**

8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

8.2.2 Summary schedule of prior audit findings

8.2.3 Auditor's Reports (detailed in the A-133)

8.2.4 Corrective Action Plan.

8.3 The Department's Contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department Contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.

8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

**9.0 Availability of Funds**

9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

**9.2 Availability of Funds for the Current State Fiscal Year**

9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:

9.2.2 Reduce payments or units authorized;

9.2.3 Accept a decrease in price offered by the Contractor;

9.2.4 Cancel the Contract; or

9.2.5 Cancel the Contract and re-solicit the requirements.

**9.3 Availability of Funds for the Next State Fiscal Year**

- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 10.0 Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:
- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a Contractor;
  3. A subcontractor of a Contractor and the subcontractor's employees; and
  4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 10.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

**13.0 Certification Regarding Lobbying**

13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

**14.0 Code of Conduct**

14.1 The Contractor shall avoid any action that might create or result in the appearance of:

- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
- 14.1.2 Acting on behalf of the State without appropriate authorization;
- 14.1.3 Provided favorable or unfavorable treatment to anyone;
- 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
- 14.1.6 Loss of impartiality when advising the State.

**15.0 Competitive Bidding**

15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

**16.0 Confidentiality**

- 16.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.
- 16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

**17.0 Cooperation**

17.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

**18.0 Cooperation with the Department's Investigation**

18.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

**19.0 Data Sharing Agreement**

19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**20.0 Equipment**

20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.

#### **21.0 Evaluation**

- 21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

#### **22.0 E-Verify Requirements**

- 22.1 In accordance with ARS §41-4401 as may be amended, 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 as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.

#### **23.0 Fair Hearings and Service Recipients' Grievances**

- 23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

#### **24.0 Federal Immigration and Nationality Act**

- 24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request.

These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor 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 contract for default and suspension and/or debarment of the Contractor.

#### **25.0 Fees and Program Income**

25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

#### **26.0 Fingerprinting**

26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

#### **27.0 Force Majeure**

27.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy, war, riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by 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.

27.2 Force Majeure shall not include the following occurrences:

27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

27.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

27.3 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 Contract 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 Contract.

27.4 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.

## 28.0 **Inclusive Contractor**

28.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

## 29.0 **Indemnification**

29.1 Indemnification for Contractor:

29.1.1 **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

29.1.2 **Public Agency Language Only** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

29.1.3 **Indemnification - Patent and Copyright** The Contractor 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 contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

29.2 **Indemnification Clause:**

29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.

*This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

29.3 Indemnification for Subcontractor:

29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**30.0 Insurance Requirements**

30.1 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.

30.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is

used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered 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.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. 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, 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 the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt

from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract 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.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

**31.0 IT 508 Compliance**

31.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**32.0 Levels of Service**

32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.

32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

32.3 Any administration within the Department may obtain services under this Contract.

32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

**33.0 Monitoring**

33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

**34.0 Non-Discrimination**

34.1 The Contractor 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.

34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

34.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because

of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact *(insert Contractor contact person and phone number here)* Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*

**35.0 No Parole Evidence**

35.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

**36.0 No Waiver**

36.1 Either party's failure to insist on strict performance of any term or condition of the 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.

**37.0 Notices**

37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.

37.2 All notices to the ADES regarding this contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.

37.3 All notices shall reference the Contract number.

37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.

37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

**38.0 Offshore Performance Of Work Prohibited**

38.1 Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

**39.0 Order of Precedence**

39.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

**40.0 Ownership of Intellectual Property**

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative

actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

**41.0 Pandemic Contractual Performance**

41.1 The State shall require a written plan that illustrates how the Contractor 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 Contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

**42.0 Payments**

42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

42.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.

42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.

42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.

42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

42.8 The Contractor shall be responsible for paying all applicable taxes.

42.9 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege

taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

#### **43.0 Payment Recoupment**

- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
- 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 43.1.10 Any payments made for services rendered after the Contract termination date.

#### **44.0 Personnel**

- 44.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

#### **45.0 Predecessor and Successor Contracts**

- 45.1 The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior Contract with the Contractor.

#### **46.0 Professional Standards**

- 46.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the Contract.

#### **47.0 Reserve**

#### **48.0 Records**

- 48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:
- 48.2.1 Adequately identify the service provided and each service recipient's application for Contract and subcontract activities;
- 48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 48.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

- 48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,
- 48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment
  - 48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
  - 48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**49.0 Relationship of Parties**

- 49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**50.0 Reporting Requirements**

- 50.1 See section 7.0 Reporting Requirements in the Scope of Work.
- 50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

**51.0 Responsibility for Payments Indemnification**

- 51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**52.0 Right of Offset**

- 52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

**53.0 Severability**

- 53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

**54.0 State's Contractual Remedies**

- 54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to

provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with Community Services Block Grant legislation.

54.2 **Stop Work Order.** The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.

54.3 **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

54.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

#### **55.0 Subcontracts**

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

55.2.1 Be on the Contractor's company letterhead;

55.2.2 Be signed by an authorized representative of the Contractor; and

55.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

#### **56.0 Substantial Interest Disclosure**

56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

#### **57.0 Supporting Documents and Information**

57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by

the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

**58.0 Suspension or Debarment**

58.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

58.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.

**59.0 Technical Assistance**

59.1 The Department will provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

**60.0 Termination**

60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

60.2 Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.

60.3 Gratuities: The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. 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 Contractor.

60.4 Suspension or Debarment: The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

60.5 Termination for Convenience: The State reserves the right to terminate the Contract, 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 Contractor 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 Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**60.6 Termination for Default**

60.6.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

60.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

60.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems

appropriate, materials or services to replace those under this Contract. The Contractor 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 Contractor.

- 60.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 60.6.5 For designated agencies, termination shall comply with Community Services Block Grant legislation.
- 60.7 Continuation of Performance Through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 60.8 Termination for Any Reason: In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 60.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq, as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 60.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.
  
- 61.0 Third- Party Antitrust Violations
- 61.1 The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
  
- 62.0 Transfer of Knowledge
- 62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
  
- 63.0 Transition of Activities
- 63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
  
- 64.0 Unallowable Costs
- 64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
  - 64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
  - 64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

- 64.2.3 OMB Circular A-21 for educational institutions.
- 64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**65.0 Visitation, Inspection and Copying**

- 65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 65.2 Facilities Inspection and Materials Testing: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

**66.0 Warranties**

- 66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.
- 66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials are used;
  3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- 66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 66.7 Survival of Rights and Obligations after Contract Expiration or Termination: .....
- 66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto 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, Chapter 5.
- 66.7.2 Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**67.0 Limited English Proficiency**

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 (Exhibit 1).

**68.0 Contract Documents**

68.1 The following constitute an integral part of the Contract:

68.1.1 Terms and Conditions

68.1.2 Scope of Work

68.1.3 Administrative Methodology

68.1.4 Service Methodologies

68.1.5 Attachments

68.1.6 Exhibits

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

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34 Limited English Proficiency (LEP)	August 8, 2014	2

**DES 1-01-34**  
**Limited English Proficiency (LEP)**

**I. POLICY STATEMENT**

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

**II. AUTHORITY**

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

### III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01      *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:  
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

### IV. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.  
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
  - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

### V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

## VI STANDARDS

### A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

**B. General Statement**

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

**C. Compliance and Enforcement**

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

**D. Work Unit Procedures**

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

**E. Needs And Capacity Assessment**

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. *The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.* The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. *Each work unit shall annually assess the language assistance needs of LEP customers and the capacity of its programs to meet these needs.* Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. *Each work unit shall implement a process for gathering and recording LEP customer language preferences:*
  - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
  - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

**F. Oral Language Assistance**

1. *Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:* Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
  - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
  - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
  3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:*
    - a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
    - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
  4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

#### G. Translation of Written Materials

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
  - b. Recertification or renewal applications;
  - c. Documents that require a response;
  - d. Letters or other written documents that contain information regarding participation in a program;
  - e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - f. Consent and complaint forms;
  - g. Appeal rights and grievance procedures;
  - h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
  - i. Notices advising LEP persons of free language assistance; and
  - j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:
- a. The Department Office of Graphics and Design; or
  - b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

#### **H. Institutional Considerations for Translation**

1. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.* The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

#### **I. Training**

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. *General training.* For all staff on the importance of providing services for individuals with LEP.
2. *Work unit-specific training.* To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. **Technical assistance training.** For LEP contact staff.
4. **Management level training.** For supervisors and administrative staff assisting staff with direct customer contact.

**J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach**

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

**K. Monitor Access to Language Assistance**

1. **Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
  - b. Frequency of encounters with LEP customers;
  - c. Nature and importance of activities to LEP customers;
  - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
  - e. Whether existing assistance is meeting the needs of the LEP customers;
  - f. Whether staff know and understand the LEP procedures; and
  - g. Whether identified sources for assistance are still available and viable.
2. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
  - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - c. Translates vital written documents into the languages needed by the communities being served;
  - d. Has adequate supplies of translated materials;
  - e. Trains those staff required to be trained in LEP activities; and
  - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

**L. Provision of Technical Assistance**

*Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

## M Issue Resolution

1. **Work unit level process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.

- a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
- b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
- c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- d. The Level I process shall include the following:

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

2. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
  - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**N. Reporting**

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VLK. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

Attachment 2

**ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

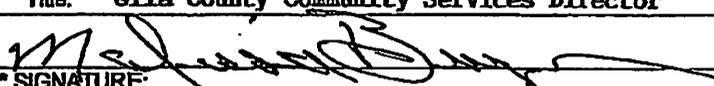
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>APPLICANT'S ORGANIZATION</b>	
Gila County Community Services - Community Action	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: Ms.	
* First Name: Malissa	Middle Name: A.                      * Last Name: Buzan                      Suffix:
* Title: Gila County Community Services Director	
<b>* SIGNATURE:</b> 	<b>* DATE:</b> April 21, 2015

ATTACHMENT 3

**Certification Regarding:**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

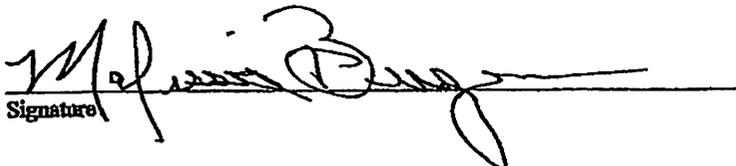
This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Gila County Community Services -Community Action**  
Name of Agency /Organization

**Malissa Buzan, Gila County Community Services Director**  
Name and Title of Authorized Representative

  
Signature

**April 21, 2015**  
Date

## ADMINISTRATIVE METHODOLOGY:

### 2.0

**2.2.1 Organization Structure:** The Gila County Community Action is one department within the Gila County Division of Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action Program is under the Office of Community Services. Key staff of Community Services are: Community Services Director, A Cap Program Coordinator serving all of Gila County. A Case Manager serving Southern Gila County in the Globe area. Within the Office of Community Services there are Four departments: Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, Public Housing Authority, section eight housing choice voucher program, Community Action Program providing utility assistance, telephone assistance, eviction prevention, homeless services, case management, Vita site(income tax preparation) and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Local Workforce assistance Dislocated Worker services which provides services to dislocated workers, adults and out of school Youth. We are also designated as a WIA one-stop center, with Des Job Service, veterans representative, vocational rehabilitation and Unemployment located in our building. In the Office of Community Services there are currently 42 staff total.

**2.2.2 Confidential Information:** All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into CAP 60 database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill per legal statues. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

**2.2.3 Technology Equipment/Capabilities:** The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Most Agency reports can be generated on an as needed basis using the CAP 60 database. Software utilized by Gila Community Services Division are: Office 2010, Acrobat Reader and Microsoft Office.

## ADMINISTRATIVE METHODOLOGY

**2.2.4 Competitive Bidding Procedure:** Gila County Community Services does not subcontract.

**2.2.5** N/A Gila County CAP does not subcontract.

**2.2.6 Linguistically/Culturally Appropriateness:**

The entire Division of Community Services including the Community Action Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All Community Services brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. Community Services staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,835. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. We also partner with a local non-profit "Gila House" that provides transitional housing for those families that have found themselves homeless. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 60. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are Community Service offices providing service in Payson, and Globe.

**2.2.7** N/A Gila County Community Action does not subcontract.

## **GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**

### **COMMUNITY SERVICES METHODOLOGY**

#### **3.0**

**3.1.1** The Gila County Community Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Public, and Low Income members which totals nine. These members are appointed by the Gila County Board of Supervisors after advertising in local newspapers, the advertisements indicate the requirements for membership and the petitions to be completed by residents of the area. After review and verification of information the documents are submitted to our County Board of Supervisors and at their next regular meeting the Board votes to appoint to the CAP advisory board. This is the procedure followed when vacancies occur. The Board By-Laws are updated and reviewed by the CAP Advisory Board and are done on a yearly basis, approved and adopted by the Gila County Board of Supervisors. Minutes are recorded and distributed prior to every Board meeting and then are approved at each Board meeting. CAP facilitates four quarterly meetings per year and we conform to the open meeting law. The Advisory Board approves the Community Action Plan on a yearly basis.

**3.1.2** Low-income members are selected in accordance with democratic selection procedures (low-income representatives will be sought out by advertising in local newspapers and posted notices at low-income areas and agencies) with all instructions and information to being on the Community Action/Housing Services Board) in said community. Ballot boxes are located within all local Community Action Agency offices that will be used for delivering ballots to assure the candidates are representative of the low-income residents of the designated geographic area for which elections were held. Then, the advisory board will vote on the qualified low-income representative for that area.

**3.1.3** Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board's first meeting of the year is dedicated to training, on board responsibilities, ROMA training, also how CAP is doing on the regular ROMA performance outcomes to measure effectiveness of the services provided and in achieving the six national goals. Every meeting will include developing with staff's participation the Community Action Plan, the needs assessment process and the Boards assistance in this process. . The Board reviews and approves budgets and expenditures on a quarterly basis, also a program report will be done in thereby providing the Board with opportunities for input on service provision and other related issues.

**3.1.4** The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

**PRIVATE SECTOR**

Barbara Leetham  
 Vicky Quesada  
 Ramona Ortiz

**PUBLIC SECTOR**

Margaret Celix  
 Audrey Opitz  
 Lynn Canning

**LOW INCOME**

John Zilisch  
 Annie Hinojos  
 Norberto Waddell

**3.1.5** CAP Advisory Board meetings are scheduled by the Community Action Program Coordinator to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 19, 2015. Board meetings scheduled: Nov. 17, 2015, Feb. 16, 2016, and May 17, 2016, for the first contract year.

**3.1.6** CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with Community Services staff. Often, with a phone call the utility company will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and staff to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

**3.1.7** the most recent Needs Assessment was conducted in January 2015. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. This information is then presented to our Advisory board who helps with direction and guidance and also helps with Caps ROMA goals and objectives. Where Community Action does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local nonprofits and some school programs. Some needs that we are able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the Community Action case manager will provide clients with a description of services available from Community Action as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. Community Action has three VITA Tax sites, Payson, Globe, and Hayden which will help clients with their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

**3.1.8** Community Action case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from Community Action as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. Community Action has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, Pinal-Gila Area Agency on Aging, Town of Winkelman, Arizona Public Service.

**3.1.9** CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

**3.1.10** Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the Home bound as well. We are also Snap participants through ACAA Arizona Community Action Association, this program allows us to assist clients in filling out the online application to receive food stamps.

**3.1.11** The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peysner Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.

- I. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Community Services is a division of Gila County. Community Action is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network Community Action staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The Community Action Cap 60 data base tracks all ROMA performance requirements to achieve the six CSBG national goals. Community Action proposes the following measures under each performance goal.

See enclosed

## **GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM**

### **CASE MANAGEMENT METHODOLOGY**

#### **3.2**

**3.2.1** At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

**#1.** Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. Community Action case managers do not take applications over the phone or through the mail.

**#2.** If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

Community Action case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

**#3** Community Action staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the Community Action clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. Community Action staff who take care of the front desk (the receptionist) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from Community Action is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities.

Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAP is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAP funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAP has a screening document that quantifies risk factors. CAP does keep open appointment on a daily basis for clients in crisis, and they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAP staff proposes to provide case management to all low income families and individuals meeting the CAP eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

### **3.2.2 Below is the case management model utilized by Gila County Community Services Program:**

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to Community Action.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our Cap 60 database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

c) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be; due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The Community Action case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The Community Action plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The Community Action plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals (ROMA TARGETS included ROMA NPI) by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the Cap 60. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. Community Action case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAP. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

Community Action utilizes the Cap 60 software data base software for processing all clients and client data is stored in the database for a period of 5 or more years. Depending on the complexity of the plan, follow up interviews will be conducted on 30, or 60, or 90 days time tables. The Arizona Self Sufficiency Matrix will be utilized at all interviews as well as case notes, and upon closure of a file, Community Action will print this matrix and notes in hardcopy. This will indicate the client's progress or in some cases the lack of progress from one interview to the next. Community Action case managers will have identified goals and objectives in the Annual Community Action Plan and at year end will assemble annual data to confirm results achieved.

This information is taken to the Cap Advisory Board for evaluation and comment

The community and agency goals number one through number six in conjunction with the ROMA performance measures and the appropriate corresponding indicators will be achieved with the use of local community agencies and networks that Community Action sponsors. These will include an Interagency Directory in the Payson area. A minimum of six Inter-agency meetings will be hosted by Community Action. These meetings will be facilitated in Northern Gila County and Co-hosted in Southern Gila County. Community Action will seek funding sources from local, state and national resources to maintain and expand services to low income clients and other members of our community. Our agency has an Advisory Board organized under the CSBG guidelines which meets quarterly and reviews the financial and quarterly service reports provided by Community Action Management. Community Action staff will attend networking meetings, training and educational seminars to continue to provide resources to the local levels. Community Action staff serve on many local community and charitable organization boards. Community Action staff serve different positions on these boards, from committee members to president.

### 3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the Cap 60 data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the Cap 60. data base can also be printed out hard copy and maintained in the client file.

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the Community Action case manager and Administrative staff quarterly. The results are prioritized by the Community action case Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager and the CAP Advisory Board in the effort to continue to improve and enhance service delivery to our clients. Community Action staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

**3.2.6** Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a Community Action staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

**3.2.7** All clients are informed of the Community Action grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the Community Action Coordinator will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Coordinator, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

**3.2.8** As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the Community Action Coordinator and Administrative staff quarterly. The results are prioritized by the Community Action case Manager, and discussed with staff and the CAP Advisory Board to determine what if anything needs to be done to make CAP more effective in serving our community and how the suggestions are incorporated into next years goals.





## Gila County Community Services Division

*"A Community Action Agency"*

5515 S. Apache Ave. Suite 200, Globe, AZ 85501

(928) 402-8650

*"Improving the Quality of Life for all Residents, one life at a time"*

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Date: April 21, 2015

RE: Letter of Assurances

I am pleased to submit Community Services response to the Request for Application-Community Action Program.

Through this letter, I am assuring the following:

1. Community Action has sufficient funds to meet obligations on time while awaiting payment from the Department.
2. Community Action accounting system is capable of providing sufficient detail about expenses and cost allocations for the purpose of determining whether the agency's actual expenditures are in accordance with the budget amounts.

Notices regarding the contract should be sent to:

Name: Malissa Buzan  
Title: Gila County Community Services Director  
Address: 5515 S. Apache Ave. Suite 200  
Globe, Arizona 85501  
Phone: 928-425-7631  
Fax: 928-425-9468  
Email: mbuzan@gilacountyaz.gov

Please note that Community Services staff provides the direct services and do not subcontract any services.

Sincerely,

Malissa Buzan  
Gila County Community Services Director

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE: Community Services (CSV-CAP)**

**Contract Period: 07/01/2015 - 06/30/2016**

**1. PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE	
				COST	DES COST
1	1.00	Community Services Director	\$84,159.14	\$ 40,356	\$ 35,789
1	1.00	Divisional Fiscal Manager	\$46,280.52	\$ 23,140	\$ 11,570
1	1.00	Divisional Assistant	\$30,266.23	\$ 12,106	\$ 12,106
1	1.00	Case Manager	\$33,690.80	\$ 16,845	\$ 16,845
1	1.00	Case Manager	\$31,226.00	\$ 15,613	\$ 15,613
1	1.00	Clerk	\$23,230.00	\$ 11,615	\$ 5,808
<b>TOTAL PERSONNEL</b>				<b>\$ 119,675</b>	<b>\$ 97,731</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS			TOTAL COST	DES COST
Health Insurance	\$638.26 per mo x 12 mo X 6 @43.33%			\$ 19,912	\$ 19,912
FICA	0.0765	X	\$97,731	\$ 7,476	\$ 7,476
Workman's Comp	0.008607	X	\$97,731	\$ 841	\$ 841
Retirement	0.1147	X	\$97,731	\$ 11,210	\$ 6,605
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>				<b>\$ 39,439</b>	<b>\$ 33,834</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS			TOTAL COST	DES COST
N/A				\$ -	\$ -
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>				<b>\$ -</b>	<b>\$ -</b>

**4. TRAVEL**

ITEM	BASIS			TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months			\$ 6,000	\$ 2,298
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Memt.			\$ 2,500	\$ 1,250
<b>TOTAL TRAVEL</b>				<b>\$ 8,500</b>	<b>\$ 3,548</b>

**5. SPACE**

ITEM	BASIS			TOTAL COST	DES COST
N/A				\$ -	\$ -
<b>TOTAL SPACE</b>				<b>\$ -</b>	<b>\$ -</b>

6. <u>EQUIPMENT</u>			
	ITEM	BASIS	TOTAL COST DES COST
	N/A		\$ - \$ -
<b>TOTAL EQUIPMENT</b>			<b>\$ - \$ -</b>

7. <u>MATERIALS &amp; SUPPLIES</u>			
	ITEM	BASIS	TOTAL COST DES COST
	N/A		\$ - \$ -
<b>TOTAL MATERIALS AND SUPPLIES</b>			<b>\$ - \$ -</b>

8. <u>OPERATING SERVICES</u>			
	ITEM	BASIS	TOTAL COST DES COST
	N/A		\$ - \$ -
<b>TOTAL OPERATING EXPENSES</b>			<b>\$ - \$ -</b>

9. <u>INDIRECT COSTS</u>			
	ITEM	BASIS	TOTAL COST DES COST
	Indirect Costs to Gila County	4.89% of Salary base \$99,814 @100%	\$ 4,887 \$ 4,887
<b>TOTAL INDIRECT COSTS</b>			<b>\$ 4,887 \$ 4,887</b>

<b>10.</b>	<b>SUBTOTAL ADMIN COST</b>	<b>\$ 172,501</b>	<b>\$ 140,000</b>
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11. <u>VOUCHERS</u>			
	ITEM	BASIS	TOTAL COST DES COST
	Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000 \$ 10,000
<b>TOTAL VOUCHERS</b>			<b>\$ 10,000 \$ 10,000</b>

<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST</b>	<b>\$ 182,501</b>	<b>\$ 150,000</b>
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**REVENUE SOURCES:**

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 32,501	
<b>TOTAL REVENUE:</b>	<b>\$ 182,501</b>	<b>\$ 150,000</b>

3/31/2015

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE: Case Management (CMG-CAP)**

**Contract Period: 07/01/2015 - 06/30/2016**

### 1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE	
				COST	DES COST
1	1.00	Divisional Fiscal Manager	\$46,280.52	\$ 23,140	\$ 11,570
1	1.00	Senior Accounting Clerk	\$36,015.20	\$ 27,011	\$ 24,307
1	1.00	Case Manager	\$33,690.80	\$ 16,845	\$ 16,845
1	1.00	Case Manager	\$31,226.00	\$ 15,613	\$ 15,613
1	1.00	Clerk	\$23,230.00	\$ 11,615	\$ 5,808
<b>TOTAL PERSONNEL</b>				<b>\$ 94,224</b>	<b>\$ 74,143</b>

### 2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$638.26 per mo x 12 mo x 5 @ 75%	\$ 28,722	\$ 28,722
FICA	0.0765 X \$74,143	\$ 5,672	\$ 2,836
Workman's Comp	0.008607 X \$74,143	\$ 638	\$ 319
Retirement	0.1147 X \$74,143	\$ 8,504	\$ 4,252
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$ 43,536</b>	<b>\$ 36,129</b>

### 3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$ -</b>	<b>\$ -</b>

### 4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Memt	\$ 2,500	\$ 1,625
<b>TOTAL TRAVEL</b>		<b>\$ 8,500</b>	<b>\$ 6,125</b>

ITEM	BASIS	TOTAL COST	DES COST
Rent- Globe Office	Rent \$1,673 monthly X 12 months (Inclused: electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
<b>TOTAL SPACE</b>		<b>\$ 21,276</b>	<b>\$ 10,638</b>

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$	\$
<b>TOTAL EQUIPMENT</b>		\$	\$

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$ 12,000	\$ 4,505
Postage	\$50 per month x 12 months	\$ 600	\$ 300
<b>TOTAL MATERIALS AND SUPPLIES</b>		\$ 12,600	\$ 4,805

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$ 4,000	\$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 1,500	\$ 1,500
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months	\$ 24,000	\$ 6,285
Maintenance, Leases Agreements & Memberships/Dues		\$ 29,500	\$ 11,785
<b>TOTAL OPERATING EXPENSES</b>		\$ 29,500	\$ 11,785

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$	\$
<b>TOTAL INDIRECT COSTS</b>		\$	\$

10. SUBTOTAL ADMIN COSTS

		\$ 209,636	\$ 143,625
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11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		\$ 116,560	\$ 116,560
LIRCON		\$ -	\$ -
LLVG		\$ -	\$ -
NHN		\$ 296	\$ 296
TANF		\$ 90,000	\$ 30,000
<b>TOTAL VOUCHERS</b>		<b>\$ 146,856</b>	<b>\$ 146,856</b>

12. **TOTAL SERVICE COST/DES TOTAL COST: \$ 356,492 \$ 290,481**

REVENUE SOURCES:

DES Case Mgt.	\$ 290,481	\$ 290,481
Gila County	\$ 68,011	
<b>TOTAL REVENUE:</b>	<b>\$ 358,492</b>	<b>\$ 290,481</b>

3/31/2015



### State of Arizona Substitute W-9 & Vendor Authorization Form

**Purpose:** Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

**Instructions:** Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

**Return completed form to the state agency with whom you do business, for review and authorization.**  
See instructions below or refer to the IRS instructions at [www.irs.gov](http://www.irs.gov) for details on completing this form.

**Type of Request (Must select at least ONE)**

New Request     New Location\* (Additional Mail Code)     Change (Select the type(s) of change from the following):

Tax ID     Legal Name     Entity Type     Minority Business Indicator

Main Address     Remittance Address     Contact Information

**Taxpayer Identification Number (TIN) (Provide ONE Only)**

Social Security Number (SSN) [ ] - [ ] - [ ]    OR    Federal Employer Identification Number (FEIN) 86 - 6000444

**Entity Name Must Provide Legal Name: (\*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)**

Legal Name\* Gila County Treasurer

**Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)**

Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6)     State of Arizona employee (1E)    STATE HRIS EIN [ ]

Corporation NOT providing health care, medical or legal services (5A)     LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)

Corporation providing health care, medical or legal services (5M)     LLC, PLLC organized as corporation providing health care, medical or legal services (5M)

Partnership, LLP or Partnership organized as LLC or PLLC (5C)     A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)

An International organization or any of its agencies/instrumentalities (5U)     Other Tax Reportable Entity (5P)    Description [ ]

The US or any of its political subdivisions or instrumentalities (2G)     Other Tax Exempt Entity (5H)

**Minority Business Indicator (Must select one of the following) (Coding (X#) is for internal purposes only)**

Small Business (01)     Small, Woman Owned Business- Hispanic (31)     Minority Owned Business- African American (04)

Small Business- African American (23)     Small, Woman Owned Business- Native American (33)     Minority Owned Business- Asian (32)

Small Business- Asian (24)     Small, Woman Owned Business- Other Minority (11)     Minority Owned Business- Hispanic (74)

Small Business- Hispanic (25)     Woman Owned Business (03)     Minority Owned Business- Native American (15)

Small Business- Native American (27)     Woman Owned Business- African American (17)     Minority Owned Business- Other Minority (02)

Small Business- Other Minority (05)     Woman Owned Business- Asian (18)     Non-Profit, IRC §501(c) (88)

Small, Woman Owned Business (06)     Woman Owned Business- Hispanic (19)     Non-Small, Non-Minority or Non-Woman Owned Business (00)

Small, Woman Owned Business- African American (29)     Woman Owned Business- Native American (21)

Small, Woman Owned Business- Asian (30)     Woman Owned Business- Other Minority (08)

**Main Address: Where tax information and general correspondence is to be mailed**    **Remittance Address: Where payment is to be mailed**     Same as Main

DBA/Branch/Location Gila County Treasurer    DBA/Branch/Location [ ]

Address 1400 East Ash Street    Address [ ]

City Globe    State AZ-ARIZONA    Zip code 85502    City [ ]    State [ ]    Zip code [ ]

**Vendor Contact Information**

Name Malissa Buzan    Title Community Services Director

Phone # (928) 425-7631    Ext. 8693    Fax (928) 425-9468    Email mbuzan@gilacountyaz.gov

**Certification**     Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND:
3. I am a U.S. person (including U.S. resident alien).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. **The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature Malissa Buzan    Title Gila County Treasurer    Date 03-23-15

**STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION**    **VENDOR: DO NOT WRITE BELOW THIS LINE**

State HRIS EIN [ ]    Print Name [ ]    Signature [ ]

AGY [ ]    Title [ ]    Phone # [ ]    Email [ ]    Date [ ]

**STATE OF ARIZONA GAO USE ONLY**    **VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE**

IRS TIN Matching     Corporation Commission    Vendor Number [ ]    Processed by [ ]    Date Processed [ ]

HRIS     GAO-03     Other

## EXHIBIT A

### DEFINITIONS

- 1.0 ACC – The Arizona Administrative Code.
- 2.0 COATES – Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 3.0 CSBG – The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as amended by Public Law 105-285
- 4.0 Community Action Agency (CAA) – A designated eligible entity as described under the federal Community Services Block Grant Act
- 5.0 Community Action Plan – A document submitted by the Community Action Agencies to the Community Services Administration in order to receive the sub-grants or contracts from the Community Services Administration grant provided under Section 676 of the Community Services Block Grant Act.
- 6.0 Comprehensive and Coordinated Service System – A system for providing all necessary supportive services within a Planning and Service Area.
- 7.0 DES EN-005 Application For Benefits – The standardized application for benefits used by DES to obtain client demographic and financial information from program applicants.
- 8.0 Designated LIHEAP contractor – An agency designated to provide utility assistance services in a specified geographic service area, as described under the Community Opportunities, Accountability, Training and Educational Services Act of 1998.
- 9.0 Eligible Individual – An individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 10.0 Formal Services – Formal services are those services that are provided by an agency or organization.
- 11.0 Informal Resources – Informal resources are considered family and friends.
- 12.0 Planning and Service Area – A geographical area in the state or state jurisdiction that is designated by the Community Services Administration for the purposes of planning, development, and overall administration of services under an approved Title XX, Social Services Plan.
- 13.0 Private, non-profit CAAs – A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.
- 14.0 Public CAAs – A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 15.0 ROMA – Results Oriented Management and Accountability is a system established by the federal Department of Health and Human Services for the purpose of tracking and reporting outcomes of the Community Services Block Grant.
- 16.0 State Agency – Department of Economic Security – The agency designated to develop and administer the State Plan which is the focal point for services targeted to low-income individuals and families in the state.
- 17.0 Linguistically Appropriate and Culturally Relevant – Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

Exhibit B

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Division of Aging and Adult Services - Community Action Program

STAPLE HERE

APPLICATION FOR SERVICES (NY)

DES USE ONLY

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

APPLICANT'S BDC, SEC. NO DATE OF APPLICATION (MM/DD/YYYY) WORKER'S ID NO. SERIAL NO. SITE CODE

APPLICANT'S NAME (Last, First, MI) ADDRESS (No., Street, Apt. No.) CITY, STATE, ZIP

APPLICANT'S RESIDENTIAL ADDRESS (No., Street, Apt. No.) CITY, STATE, ZIP

PHONE NO. (include area code) BIRTH DATE (MM/DD/YYYY) ETHNIC CODE (1) HOUSEHOLD SIZE GENDER DISABLED (in household) HOMELESS

DO YOU LIVE IN PUBLIC HOUSING OR PROJECT SUBSIDIZED HOUSING DO YOU MAKE UTILITY PAYMENTS CRISIS CODE (2) MONTHLY UTILITY COST (INCLUDE ANY)

FAMILY TYPE (3) HOUSING (4) EDUCATION (5) APPLICANT DATE IN STATE (MM/DD/YYYY) APPLICANT DATE IN COUNTY (MM/DD/YYYY) - APPLICANT

INCOME TYPE - HH BENEFITS - HH

Employment only Employment and benefits Other income No income CA (TANF) SSI Social Security Pension Unemployment NA

Was the applicant provided with energy education brochures and/or a brief energy education? Yes No MIGRANT FARM WORKER - HH SEASONAL FARM WORKER - HH

If custodial single parent in household, was referral made to child support services? Yes No Yes No

INCOME INFORMATION

PRIOR 90 DAYS FROM INCLUDING APPLICATION DATE TIME FRAME FROM (30 day) To (Application date)

Income By HH Member's name	Income Source (Name and Phone No.)	Method of Verification (EC, CC, Y, CS)	Frequency (e.g., Monthly, Bi-weekly, Weekly)	Day Received (e.g., Mon, Tue, etc.)	Date and Gross Amount Received Per Check	Gross Amount Received (Before Deductions)
						\$
						\$
						\$
						\$
Total Household Gross Income						\$

The client meets which poverty guidelines: 12.5% 150%

INCOME INFORMATION NOTES

STAPLE HERE

HOUSEHOLD INFORMATION

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK.

APPLICANT		GENDER		MARRIAGE STATUS		DISABILITY STATUS		SPECIAL NEEDS	
		<input type="checkbox"/> M	<input type="checkbox"/> F	<input type="checkbox"/> M	<input type="checkbox"/> F	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
3.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
4.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
5.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
6.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
7.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
9.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
10.	HOUSEHOLD MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIBE EPISODE OF NEED

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\*Codes/definitions on back of Page 3

Distribution: ORIGINAL - DES/CSA (Contracted Agency), CANARY - Agency's Client File, PINK - Client's Copy, GOLDENROD - Subagency's Copy  
 Equal Opportunity Employer/Program  
 See reverse of EN-005-3 for Americans with Disabilities Act (ADA) Disclosures.

**PAYMENT INFORMATION**

**STAPLE HERE** PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK APPLICANT'S NAME (Last, First, M.I.) APPLICANT'S SOC. SEC. NO.

Account No.	Voucher No.	Vendor's Code	Vendor's Name	Billing Name	Service Code	Budget Code	Amount	Need Guarantee
							\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
							\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
							\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
							\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
							\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

VENDOR/PAYEE'S NAME (Check to be issued to) VENDOR/PAYEE'S MAILING ADDRESS (No., Street, Apt. No.) ACTUAL MONTHLY RENT/MORTGAGE FEI NO. (Mandatory)

*(City, State, ZIP)* \$

Has the household received STCS services in the prior 12 months?  Yes  No If yes, what agency?

**APPROVED**  **DENIED**

**APPLICANT'S STATEMENT OF TRUTH**

Under penalty of perjury and acknowledged by my signature below, I swear or affirm that the statements made regarding the persons in my home, and the income, resources, property and all other items that pertain to my possible eligibility for benefits are true and correct to the best of my knowledge.

*Bajo penalidad de perjurio y reconocido por mi firma abajo, yo juro o afirmo que las declaraciones hechas en cuanto a las personas en mi hogar, y los ingresos, los recursos, propiedad y todas cosas demás que pertenecen a mi elegibilidad posible por beneficios son verdades y ciertas según mi leal entender y saber.*

**RELEASE OF INFORMATION**

I authorize the Department of Economic Security and/or delegate agency to contact any source necessary to establish the accuracy of the information given by me. Furthermore, I authorize any landlord or utility company to which payment of credit on my behalf may be made to release information regarding my current account including, but not limited to, billing information to the State of Arizona, or its contract designee. I understand that the Arizona Department of Economic Security may use information provided on this form for purposes of research, evaluation, and analysis.

*Yo autorizo al Departamento de Seguridad Económica y/o la agencia designada para comunicarse con cualquier fuente necesaria para establecer la exactitud de la información que le proveo. Además, autorizo a cualquier propietario o servicio público a lo que se efectuaría un pago de crédito por mi parte para divulgar información en cuanto a mi cuenta actual incluso pero no limitarse a, información, de facturación al Estado de Arizona o su designado contratado. Entiendo que el Departamento de Seguridad Económica de Arizona puede usar la información provista en este formulario para los propósitos de estudios, evaluación y análisis.*

APPLICANT'S SIGNATURE DATE

**WORKER'S STATEMENT**

I have interviewed the applicant and have explained the following: His/her right to the appeal process. I have also advised the applicant of any penalties for fraud and/or misrepresentation. I have completed my investigation of the financial eligibility as required by program rules and regulations.

WORKER'S SIGNATURE REVIEWER'S ID NO. DATE

CODES AND DEFINITIONS

EN-005-1		HH = Household					
(1) Ethnic Code	(2) Crisis (LHBAF Supplemental only - Choose only one)	(3) Family Type	(4) Housing Type	(5) Education			
White 1	Loss or reduction of income or public assistance benefits	1 Single parent/female	1 Rent	1 00-08	1		
Black 2		2 Single parent/male	2 Own	2 09-12 (Non-graduate)	2		
Native Amer. 3	Unexpected and unplanned expenses	3 Two-parent household	3 Homeless	3 High School graduate/GED	3		
Hispanic 4	Health and Safety condition	3 Single person	4 Other	4 12 + some college/trade school	4		
Asian 5		5 Two adults (no minor children)		College Graduate	5		
Other 6		6 Other					

**NASCSP INCOME TYPE:** (Income received by all household members in the last 30 days, including the date of application.)

*Special note: "Employment" and "Employment & Benefits" cannot both be checked.*

**Employment =** Check if any income was from employment, including self-employment.

**Employment & Benefits =** Check if any income was from employment AND benefits (also check all that apply in the Benefits - HH box; CA (TANF), SSI, Social Security, Pension, Unemployment).

**Other Income =** Check if any income is from child support, alimony/spousal maintenance, temporary Workmans' Compensation, or rental income.

*Special note: If "no income" is checked, no other item in "Income Type" or "Benefits" may be checked.*

**No Income =** Check if there was zero income.

**NASCSP BENEFITS:** (Benefits received by any household member in the last 30 days.)

**CA (TANF) =** Formerly ARDC

**SSI =** Supplemental Security Income (administered by the Social Security Administration)

**Social Security =** Any other income received from the Social Security Administration.

**Pension =** Any retirement income, permanent Workmans' Compensation, permanent disability insurance payments.

**Unemployment =** Unemployment Insurance Benefits administered by DBS

**NASCSP NA:** Nutrition Assistance is not part of "Benefits" section. Check if anyone in the household received Nutrition Assistance in the last 30 days, including the date of application.)

**INCOME INFORMATION:**

**EC =** Hard Copy of document is in client file.

**CC =** Collateral Contact verifying information is documented and in client file.

**VV =** Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.

**CS =** Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

EN-005-2

(6) Last grade completed	(7) Ethnic Code	(8) Citizenship Status
00-08	1 White	1 U.S. Born/Naturalized
09-12 (Non-graduate)	2 Black	2 Eligible Legal Resident
High School graduate/GED	3 Native American	3 Non-eligible Legal Resident
12 + some college/trade school	4 Hispanic	
College Graduate	5 Asian	
	6 Other	

Equal Opportunity Employer/Program \* Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 542-6000; TTY/TDD Services: 7-1-1.



Completion Instructions for FES-1000A FORFF  
CONTRACTOR'S EQUIPMENT LIST  
(Capital and Stewardship Equipment Items)

A. Purpose.

To facilitate the inventory control of capital and stewardship equipment purchased with Department contract funds.

B. Completion.

The following sections must be completed by the contractor within 30 days of acquisition of equipment purchased with contract funds and annually thereafter until the contract's termination. At the contract's conclusion date, an end-of-contract inventory is completed. ALL INFORMATION IS TO BE TYPED. All items are self-explanatory except:

**CONTRACTOR'S NAME.** Enter legal name and DBA (*doing business as*) name.

**FBI OR SSN.** Enter the federal employer identification number or social security number as applicable.

**DES CONTRACT NO.** Enter the contract number through which the equipment was purchased or acquired.

**INVENTORY DATE.** Enter the date form is prepared.

**DES ASSET NO.** Leave blank. This number will be entered by the Department. If the Department has previously provided a number, enter it.

**ITEM DESCRIPTION.** Enter the type of item and model number.

**ACQUISITION DATE.** Enter the acquisition date of purchased equipment item.

**PHYSICAL LOCATION.** Enter the address where the equipment is located. Do not use a "P.O. Box" designation.

**TOTAL ITEM COST.** Enter the total cost of the equipment item.

**DES CONTRACT COST.** Enter the amount of contract funds used to acquire the item.

**CONTRACTOR'S SIGNATURE.** The individual delegated authority for the inventory control must sign the form.

Shaded area is to be completed by DES staff.

C. Routing.

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter. Upon receipt, the DES Program Division/Administration will forward the completed form to the Fleet and Equipment Services Unit, DEB, at site code 812Z-1.

Equal Opportunity Employer/Program ♦ Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 271-0597; TTY/TTD Services: 7-1-1.

**Exhibit D**

**COMMUNITY  
ACTION  
PLAN**

**SFY 20\_\_**

## Community Action Plan

I. **Organization:** \_\_\_\_\_

ADES Contract No: \_\_\_\_\_

State Fiscal Year Covered by this Community Action Plan: SFY \_\_\_\_\_

### II. Executive Summary

A. **Community Action Agency Director:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

B. **CSBG Contact Person:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

### III. Statement of CSBG Assurances

As part of the annual Community Action Plan required by Section 676 of the Community Services Block Grant Act, as amended, (42 U.S. C. 9901 et seq.), the chief executive of this Community Action Agency hereby agrees to the Assurances outlined below:

#### A. Programmatic Assurances

1. The CAA assures that funds made available through the CSBG will be used to:

Support activities that are designed to assist low-income families and individuals, including homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families; [676(b)(1)]

Please select and provide a description of how such activities will enable families and individuals:

to remove obstacles and solve problems that block the achievement of self-sufficiency;

Description:

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to secure and retain meaningful employment;

Description:

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to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in communities involved, which may include carrying out family literacy initiatives;

Description:

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to make better use of available income;

Description:

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to obtain and maintain adequate housing and a suitable living environment;

Description:

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to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;

Description:

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to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;

Description:

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to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime; [676(b)(1)]

to make more effective use of, and to coordinate with, other programs related to the purposes of CSBG, (including State welfare reform efforts); [676(b)(1)]



Please provide information describing how the CAA will carry out this assurance:

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4. The CAA assures that the agency will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations; [‘676(b)(9)]

Please provide information describing how the CAA will carry out this assurance:

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included collection of existing data to describe the community demographics and assets, a review of existing community assessments to determine needs identified in the past and identification of the current social, employment and health in the community. In addition to existing data sources, X number of key informant interviews were conducted, a service provider survey was completed by 37 providers in our service area and three focus groups were held. Finally, information gained from Community Forums conducted by Arizona State University on behalf of the Arizona Community Action Association was incorporated into the findings of the Assessment.

Service gaps were identified based an analysis of 1) the social, health and employment indicators, 2) perceptions of the key informants, and 3) the community input from focus groups and the Community Forum.

In preparing the Community Action Program 2010 Plan, the results of the assessment were reviewed by the CAP Advisory Board and CAP management to determine priorities relative to the Community Services Block Grant Funding. The process for prioritizing included:

- 1.
- 2.
- 3.

b. Please indicate the date this community needs assessment was finalized:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Month Day Year

7. The CAA assures that the agency will administer the community services block grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities; [676B]

a. Please provide information describing how the CAA will carry out this assurance:

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b. Please provide the current Tripartite Board Roster and contact information immediately below:

**Tripartite Board Roster**

Board Member Name	Address	Telephone Number	Indicate No More than One: *Low - Income Rep *Elected Official *Business or Industry	Indicate Length of Term and Term Limit End Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

c. Please describe the democratic selection process used to elect a low-income representative on the tripartite board:

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d. Please attach a copy of the current board by-laws as an addendum to this document and indicate when these by-laws were last reviewed and revised:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

B. Administrative Assurances

1. The CAA assures that unobligated funds carried forward into the following State Fiscal Year (SFY) for expenditure will be consistent with program purposes; [ '675 ( C ) superseded by Public Law 107-116]
2. The CAA assures that it will comply with the terms of any contract with the State, with the State plan, and to meet appropriate administrative standards, performance goals, financial management requirements, and other requirements established by the State (including performance objectives); [ '678C(a)]
3. The CAA assures that it will establish fiscal control and fund accounting procedures necessary to assure the proper disbursement of accounting for Federal and State funds paid to the CAA, including procedures for monitoring funds provided under the CSBG; [ '678D(a)]
4. The CAA assures that it will participate in Results Oriented Management and Accountability Practices for the purpose of measuring performance and results. This includes defining outcomes under the six national goals that promote self-sufficiency, building agency capacity, and community revitalization; [ '678E(a)(1)(A) and '678E(a)(1)(B)]
5. The CAA assures that it will repay the State amounts found not to have been expended in accordance with the CSBG Act, or the State may offset such amounts against any other amount to which the CAA is or may become entitled under the CSBG program; [679C(a)]
6. The CAA assures that CSBG funds will not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility; [ '678F(a)]
7. The CAA assures that programs assisted by community services block grant funds shall not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending

faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity; [‘678F(b)]

8. The CAA assures that no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community services block grant funds. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity; [‘678F©]
9. The CAA assures that religious organizations will be considered on the same basis as other non-governmental organizations to provide assistance under the program so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment of the Constitution; not to discriminate against an organization that provides assistance under, or applies to provide assistance under the community services block grant program on the basis that the organization has a religious character; and not to require a religious organization to alter its form of internal government except as provided under the CSBG Section 678B or to remove religious art, icons, scripture or other symbols in order to provide assistance under the community services block grant; [‘679]
10. The CAA assures that it will comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee. The CAA further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children’s services and that all sub-contractors shall certify accordingly.

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Signature

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Authorized Signatory/Director of the Agency

Date

**IV. Narrative Plan To Implement Assurances**

**1. Administrative Structure**

Please provide a description of the CAA as an organization, its primary functions, mission, responsibilities, organizational structure, and its association as a part of a larger entity if appropriate;

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**2. Program Overview**

**A. Service Delivery System**

Please provide a description of the service delivery system for services provided or coordinated with CSBG funds, targeted to low-income individuals and families in the community; [676(b)(3)(A)] This should include services to be provided, current programs, geographical location, population demographics, and socio-economic factors existing in the area;

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**B. Subcontracting Agencies**

Please identify subcontracting agencies, CSBG funding levels, and services provided by each agency.

**SUBCONTRACTING AGENCIES**

AGENCY NAME ADDRESS TELEPHONE NUMBER	SERVICES PROVIDED	CSBG FUNDS AWARDED
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
	<b>TOTAL</b>	

3. **Linkages**

Please provide information which describes how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultation; [‘676(b)(3)(B)]

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4. **Coordination of Funds**

Please provide information which describes how CSBG funds will be coordinated with other public and private resources; [‘676(b)(3)(C)]

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5. **Innovative Community and Neighborhood Based Initiatives**

Please provide information which describes how the CAA will use funds to support innovative community and neighborhood-based initiatives related to the purposes of CSBG, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting; [676(b)(3)(D)]

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6. **Child Support Referrals**

Please provide information which describes how the CAA will inform custodial parents in single-parent families that participate in programs, activities, or services carried out under the CSBG about the availability of child support services; and refer eligible parents to the child support offices of the State. [678G(b)(1) & (2)]

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**V. Results Oriented Management and Accountability (ROMA) Performance Measures**

Please attach a copy of the ROMA Catalog and specify the performance measures the CAA will report in the timeframe covered by this Community Action Plan, to measure agency success in achieving the six OCS National Community Action Goals.

Goals	Community Needs / Gaps in Service	Performance Measures
Low-income People Become More Self-Sufficient		
The Conditions in Which Low-income People Live are Improved.		
Low Income People Own a Stake in Their Community		
Partnerships Among Supporters and Providers of Service to Low-income People are Achieved.		
Agencies Increase Their Capacity to Achieve Results		
Low-income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.		

**Exhibit E**

Part II: Outcome of Efforts, FY 20 - Quarter				
National Performance Indicators - Agency Level Forms				
Name of Agency Reporting: _____				
Goal 1: Low-income people become more self-sufficient.				
National Performance Indicator (NPI)	A) Number of Participants Enrolled in Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period ((C/B) x 100)
<b>Employment</b> The number and percentage of low-income participants in Community Action employment initiatives who met a job or became self-employed, as measured by one or more of the following:	(a)	(b)	(c)	(d)
A. Unemployed and obtained a job (Pg.16)				#DIV/0!
B. Employed and maintained a job for at least 90 days (Pg.17)				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits (Pg.17)				#DIV/0!
D. Achieved "living wage" employment and/or benefits (Pg.18)				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

**Goal 1: Low-income people become more self-sufficient.**

National Performance Indicator 1.2		
Employment Support: the number of low-income participants (of whom barriers to initial or continued employment are reduced or eliminated through assistance from Community Action), as measured by one or more of the following:	Number of Participants Enrolled in Program(s) (#)	Number of Participants Achieving Outcomes or Reporting Period (#)
A. Obtained skills/competencies required for employment (Pg.21)		
B. Completed ABE/GED and received certificate or diploma (Pg.21)		
C. Completed post-secondary education program and obtained certificate or diploma (Pg.21)		
D. Enrolled children in before or after school programs (Pg.22)		
E. Obtained care for child or other dependant (Pg.22)		
F. Obtained access to reliable transportation and/or driver's license (Pg.22)		
G. Obtained health care services for themselves or family member (Pg.23)		
H. Obtained safe and affordable housing (Pg.23)		
I. Obtained food assistance (Pg.23)		
J. Obtained non-emergency LIHEAP energy assistance (Pg.24)		
K. Obtained non-emergency WX energy assistance (Pg.24)		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX) (Pg.24)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

**Goal 1: Low-income people become more self-sufficient.**

National Performance Indicator 1.3						
Economic Asset Enhancement and Utilization						
The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one member of the following:						
	A) Number of Participants Fulfilled in Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period ((C/B * 100)	E) Aggregated Dollar Amounts (Payments, Credits, or Savings)	
	(#)	(#)	(#)	(%)	(\$)	
E N H A N C E M E N T	1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits (Pg. 27)			#DIV/0!		
	2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments (Pg. 27)			#DIV/0!		
	3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings (Pg. 27)			#DIV/0!		
In the rows below, please include any additional indicators that were not captured above.						
				#DIV/0!		
				#DIV/0!		
				#DIV/0!		

**Goal 1: Low-income people become more self-sufficient.**

	National Performance Indicator 4.3 (Continued) Economic Asset Enhancement and Utilization	A) Number of Participants Enrolled in Program(s) (#)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	C) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	D) Percentage Achieving Outcome in Reporting Period (C/B * 100) (%)	E) Aggregated Total Amounts (Payments, Credits, or Savings) (\$)	
U T I L I Z A T I O N	1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days (Pg.27)				#DIV/0!	N/A	
	2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account (Pg.28)				#DIV/0!	N/A	
	3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings (Pg.28)				#DIV/0!		
	4. Of participants in a Community Action assets development program (IDA and others): (Pg.28)	N/A					
	a. Number and percent of participants capitalizing a small business with accumulated savings (Pg.28)	a.				#DIV/0!	
	b. Number and percent of participants pursuing post-secondary education with accumulated savings (Pg.28)	b.				#DIV/0!	
	c. Number and percent of participants purchasing a home with accumulated savings (Pg.29)	c.				#DIV/0!	
	d. Number and percent of participants purchasing other assets with accumulated savings (Pg.29)	d.				#DIV/0!	
	In the rows below, please include any additional indicators that were not captured above.						
						#DIV/0!	
					#DIV/0!		
					#DIV/0!		



**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 2.1 Community Improvement and Revitalization Increase or safeguard the created opportunities and community resources in cities for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies as measured by one or more of the following:	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Jobs created, or saved, from reduction or elimination in the community (Pg.32)		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community (Pg.32)		
C. Safe and affordable housing units created in the community (Pg.33)		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy (Pg.33)		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination (Pg.33)		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation (Pg.34)		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education (Pg.35)		
In the rows below, please include any additional indicators that were not captured above.		

**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 2.2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by Community Action Initiative or advocacy as measured by one or more of the following:	Number of Program Initiative or Advocacy Efforts (#)	Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets (Pg.37)		
B. Increase in the availability or preservation of community facilities (Pg.38)		
C. Increase in the availability or preservation of community services to improve public health and safety (Pg.38)		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods (Pg.38)		
E. Increase in or preservation of neighborhood quality-of-life resources (Pg.39)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		
National Performance Indicator 2.3 - NEW INDICATOR Community Engagement The number of community members working with Community Action to improve conditions in the community	Total Contribution by Community (#)	
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives (Pg.41)		
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours) (Pg.41)		
National Performance Indicator 2.4 - NEW INDICATOR Employment Growth from ARRA Funds	Number of Jobs (#)	
The total number of jobs created or saved, at least in part by ARRA funds, in the community		
A. Jobs created at least in part by ARRA funds (Pg.43)		
B. Jobs saved at least in part by ARRA funds (Pg.43)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		



**Goal 3: Low-income people own a stake in their community.**

<b>National Performance Indicator 3.1 *NEW INDICATOR*</b> <b>Community Enhancement through Maximum Feasible Participation</b> The number of volunteer hours donated to Community Action	<b>Total Number of Volunteer Hours</b>  (#)
<b>Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income)</b> (Pg.44)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

<b>National Performance Indicator 3.2</b> <b>Community Empowerment through Maximum Feasible Participation</b> The number low income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	<b>Number of Low Income People</b>  (#)
<b>A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts</b> (Pg.46)	
<b>B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance</b> (Pg.47)	
<b>C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance</b> (Pg.47)	
<b>D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action</b> (Pg.47)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	



**Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.**

<b>National Performance Indicator 4.1</b> <b>Expanding Opportunities through Community-Wide Partnerships</b> The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes (Pg. 49)	<b>Number of Organizational Partnerships</b> (#)
Non-Profit	
Faith Based	
Local Government	
State Government	
Federal Government	
For-Profit Business or Corporation	
Consortiums/Collaboration	
Housing Consortiums/Collaboration	
School Districts	
Institutions of post secondary education/training	
Financial/Banking Institutions	
Health Service Institutions	
State wide associations or collaborations	
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. <i>Please describe these partnerships in Goal 4 Notes.</i>	
<b>The total number of organizations CAAs work with to promote family and community outcomes</b>	0



**Goal 5: Agencies increase their capacity to achieve results.**

<b>National Performance Indicator 5-1</b> <b>Agency Development</b> The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following: (Pg. 62)	<b>Resources in Agency</b> (#)
Number of C-CAPs	
Number of ROMA Trainers	
Number of Family Development Trainers	
Number of Child Development Trainers	
Number of staff attending trainings	
Number of board members attending trainings	
<i>Hours</i> of staff in trainings	
<i>Hours</i> of board members in trainings	
In the rows below, please include any additional indicators that were not captured above. Please describe these measures in Goal 5 Notes.	



**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 5.1	Number of Vulnerable Individuals Living Independently
<b>Independent Living</b>	
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services.	(#)
<b>A. Senior Citizens</b> (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over) (Pg.55)	
<b>B. Individuals with Disabilities</b> (Pg.55)	
Ages: 0-17	
18-54	
55-over	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 6.2	Number of Individuals Seeking Assistance	Number of Individuals Receiving Assistance
<b>Emergency Assistance</b>		
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:	(#)	(#)
<b>A. Emergency Food</b> (Pg.59)		
<b>B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources</b> (Pg.59)		
<b>C. Emergency Rent or Mortgage Assistance</b> (Pg.59)		
<b>D. Emergency Car or Home Repair</b> (i.e. structural, appliance, heating system, etc.) (Pg.59)		
<b>E. Emergency Temporary Shelter</b> (Pg.60)		
<b>F. Emergency Medical Care</b> (Pg.60)		
<b>G. Emergency Protection from Violence</b> (Pg.60)		
<b>H. Emergency Legal Assistance</b> (Pg.61)		
<b>I. Emergency Transportation</b> (Pg.61)		
<b>J. Emergency Disaster Relief</b> (Pg.61)		
<b>K. Emergency Clothing</b> (Pg.62)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicators			B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period [(C/B) * 100]
Child and Family Development		A) Number of Participants Enrolled in Programs	(#)	(#)	(%)
I N F A N T S & C H I L D R E N	1. Infants and children obtain age-appropriate immunizations, medical, and dental care	1			#DIV/0!
	2. Infant and child health and physical development are improved as a result of adequate nutrition	2			#DIV/0!
	3. Children participate in pre-school activities to develop school readiness skills	3			#DIV/0!
	4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	4			#DIV/0!
Y O U T H	1. Youth improve health and physical development	1			#DIV/0!
	2. Youth improve social/emotional development	2			#DIV/0!
	3. Youth avoid risk-taking behavior for a defined period of time	3			#DIV/0!
	4. Youth have reduced involvement with criminal justice system	4			#DIV/0!
	5. Youth increase academic, athletic, or social skills for school success	5			#DIV/0!
A D U L T S	1. Parents and other adults learn and exhibit improved parenting skills	1			#DIV/0!
	2. Parents and other adults learn and exhibit improved family functioning skills	2			#DIV/0!
In the rows below, please include any additional indicators that were not captured above.					
Family Maintenance: (specify outcome)					#DIV/0!
Family Maintenance: (specify outcome)					#DIV/0!
					#DIV/0!

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.4 **NEW INDICATOR** Family Supports (Seniors, Disabled and Caregivers) Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	Number of Participants Enrolled in Program(S) (#)	Number of Participants Achieving Outcome in Reporting Period (#)
A. Enrolled children in before or after school programs (Pg.72)		
B. Obtained care for child or other dependant (Pg.72)		
C. Obtained access to reliable transportation and/or driver's license (Pg.72)		
D. Obtained health care services for themselves or family member (Pg.73)		
E. Obtained safe and affordable housing (Pg.73)		
F. Obtained food assistance (Pg.73)		
G. Obtained non-emergency LIHEAP energy assistance (Pg.73)		
H. Obtained non-emergency WX energy assistance (Pg.74)		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX) (Pg.74)		

National Performance Indicator 6.5 **NEW INDICATOR** Service Counts The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	Number of Services (#)
A. Food Boxes (Pg.76)	
B. Pounds of Food (Pg.77)	
C. Units of Clothing (Pg.77)	
D. Rides Provided (Pg.77)	
E. Information and Referral Calls (Pg.78)	



Exhibit F

**COMMUNITY SERVICES BLOCK GRANT  
INFORMATION SYSTEM (CSBG IS) SURVEY**

Sections D-G and  
National Performance Indicators for the Six National Goals 1-6

of

FISCAL YEAR 20\_\_

COMMUNITY SERVICES BLOCK GRANT

by

THE NATIONAL ASSOCIATION FOR STATE COMMUNITY SERVICES PROGRAMS

## Section D: Accomplishments and Coordination of Funds

> Use a separate sheet for your answers, or enter them here. Please do not use acronyms.

### 1. Strategic Thinking for Long-Term Solutions

a. Please describe an agency strategy which addresses a long-term solution to a persistent problem affecting members of the low-income community. Address the following questions:

i. How did the agency identify the community need?

ii. How were CSBG funds used to plan, manage, and/or develop the approach?

iii. What local partners were involved, and how did each contribute to the program?

iv. What outcome indicators did the agency use to measure success?

v. What outcomes have resulted in FY 2013? If no outcomes yet, when?

### 2. Delivering High-Quality, Accessible, and Well-Managed Services

a. Please describe what you consider to be the top management accomplishment achieved by your State CSBG office during FY 2013. Show how responsible, informed leadership led to effective and efficient management of CSBG.

Top State Management Accomplishment:

b. Please describe what you consider to be the top three management accomplishments achieved by your agencies during FY 2013. Show how responsible, informed leadership and effective, efficient processes led to high-quality, accessible, and well-managed services.

Top Three Agency Management Accomplishments:

1.

2.

3.

Exhibit F - CSBG IS Survey

3. Mobilizing Resources to Support Innovative Solutions

a. Please describe how your agency addressed a cause or condition of poverty in the community using an innovative or creative approach. Showcase how your agency relied on mobilization and coordination of resources to help reach interim and final outcomes. Demonstrate how CSBG "works" as it funds staff activities, investments, or services to meet a community need. Include the following elements:

i. Agency name (no acronyms please)

ii. Program name

iii. CSBG service category

iv. Description of program (capacity, duration, targeted population, etc)

v. How was the agency's approach innovative or creative? Please be specific.

vi. Outcomes achieved (include the number of people enrolled and areas affected)

vii. How were CSBG funds used? Please be specific.

viii. What local partners were involved, and how did each contribute to the program?

4. Providing Positive Results for Vulnerable Populations

a. Please describe one youth-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

b. Please describe one senior-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

Exhibit F - CSBG IS Survey

Section E: CSBG Expenditures by Service Category

Agency Reporting:

Table 1: Total amount of CSBG funds expended in FY 2013 by Service Category

Service Category	CSBG Funds
1. Employment	
2. Education	
3. Income Management	
4. Housing	
5. Emergency Services	
6. Nutrition	
7. Linkages	
8. Self Sufficiency	
9. Health	
10. Other	
Totals	

Of the CSBG funds reported above  were for administration.

Please consult the instructions regarding what constitutes "administration."

Table 2: Of the funding listed in Table 1: Funds for Services by Demographic Category, FY 2013

Demographic Category	CSBG Funds
1. Youth (Individuals aged 12 to 18)	
2. Seniors (Individuals aged 55 and up)	

Exhibit F - CSBG IS Survey

Section F. Resources Administered and Generated by the CSBG Network

1. Name of Local Agency Reporting	1	<input type="text"/>
2. Amount of FY 2013 CSBG allocated to reporting agencies	2	<input type="text"/>
<b>Federal Resources (Other than CSBG)</b>		
3. Weatherization (DOE) (include oil overcharge \$\$)	3.	<input type="text"/>
4. Health and Human Services (HHS)		
a. LIHEAP - Fuel Assistance (include oil overcharge \$\$)	4a.	<input type="text"/>
b. LIHEAP - Weatherization (include oil overcharge \$\$)	4b.	<input type="text"/>
c. Head Start	4c.	<input type="text"/>
d. Early Head Start	4d.	<input type="text"/>
e. Older Americans Act	4e.	<input type="text"/>
f. Social Services Block Grant (SSBG)	4f.	<input type="text"/>
g. Medicare/Medicaid	4g.	<input type="text"/>
h. Assets for Independence (AFI)	4h.	<input type="text"/>
i. Temporary Assistance for Needy Families (TANF)	4i.	<input type="text"/>
j. Child Care Development Block Grant (CCDBG)	4j.	<input type="text"/>
k. Other HHS Resources:		
I. <input type="text"/>	CFDA #:	<input type="text"/> 4k.i
II. <input type="text"/>	CFDA #:	<input type="text"/> 4k.ii
III. <input type="text"/>	CFDA #:	<input type="text"/> 4k.iii
IV. <input type="text"/>	CFDA #:	<input type="text"/> 4k.iv
Total Other HHS Resources	4k.	<input type="text"/>
5. Department of Agriculture (USDA)		
a. Special Supplemental Nutrition for Women, Infants, and Children (WIC)	5a.	<input type="text"/>
b. All USDA Non-Food programs (e.g. rural development)	5b.	<input type="text"/>
c. All other USDA Food programs	5c.	<input type="text"/>
6. Department of Housing and Urban Development (HUD)		
a. Community Development Block Grant (CDBG) - Fed., State, and local	6a.	<input type="text"/>
b. Section 8	6b.	<input type="text"/>
c. Section 202	6c.	<input type="text"/>
d. Home tenant based assistance	6d.	<input type="text"/>
e. HOPE for Homeowners Program (HHH)	6e.	<input type="text"/>
f. Emergency Solutions Grant (ESG)	6f.	<input type="text"/>
g. Continuum of Care (CoC)	6g.	<input type="text"/>
h. All other HUD including homeless programs	6h.	<input type="text"/>
7. Department of Labor (DOL)		
a. Workforce Investment Act (WIA)	7a.	<input type="text"/>
b. Other DOL Employment and training programs	7b.	<input type="text"/>
c. All other DOL programs	7c.	<input type="text"/>
8. Corp. for National & Community Service (CNCS) programs	8.	<input type="text"/>
9. Federal Emergency Management Agency (FEMA)	9.	<input type="text"/>
10. Department of Transportation	10.	<input type="text"/>
11. Department of Education	11.	<input type="text"/>
12. Department of Justice	12.	<input type="text"/>
13. Department of Treasury	13.	<input type="text"/>
<b>Other Federal Resources:</b>		
I. <input type="text"/>	CFDA #:	<input type="text"/> 14.i
II. <input type="text"/>	CFDA #:	<input type="text"/> 14.ii
III. <input type="text"/>	CFDA #:	<input type="text"/> 14.iii
IV. <input type="text"/>	CFDA #:	<input type="text"/> 14.iv
14. Total Other Federal Resources	14.	<input type="text"/>
15. TOTAL: NON-CSBG FEDERAL RESOURCES		<input type="text"/>

**SECTION F. Resources Administered and Generated**

**16. State Resources**

- a. State appropriated funds used for the same purpose as federal CSBG funds
- b. State Housing and Homeless programs (include housing tax credits)
- c. State Nutrition programs
- d. State Day Care and Early Childhood programs
- e. State Energy programs
- f. State Health programs
- g. State Youth Development programs
- h. State Employment and Training programs
- i. State Head Start programs
- j. State Senior programs
- k. State Transportation programs
- l. State Education programs
- m. State Community, Rural and Economic Development programs
- n. State Family Development programs

16a.

16b.

16c.

16d.

16e.

16f.

16g.

16h.

16i.

16j.

16k.

16l.

16m.

16n.

**d. Other State Resources:**

i.

ii.

iii.

iv.

16o.i.

16o.ii.

16o.iii.

16o.iv.

16o.

Total Other State Resources

**17. TOTAL STATE RESOURCES**

18. If any of these resources were also reported under Item 15 (Federal Resources) please estimate the amount.

**Section F. Resources Administered and Generated**

**19. Local Resources**

- a. Amount of unrestricted funds appropriated by local government 19a.
- b. Amount of restricted funds appropriated by local government 19b.
- c. Value of Contract Services 19c.
- d. Value of in-kind goods/services received from local government 19d.

20. **TOTAL: LOCAL PUBLIC RESOURCES**

21. If any of these resources were also reported under items 15 or 17, (Federal or State resources) please estimate the amount.

**22. Private Sector Resources**

- a. Funds from foundations, corps., United Way, other nonprofits 22a.
- b. Other donated funds 22b.
- c. Value of other donated items, food, clothing, furniture, etc. 22c.
- d. Value of in-kind services received from businesses 22d.
- e. Payments by clients for services 22e.
- f. Payments by private entities for goods or services for low-income clients or communities 22f.

23. **TOTAL: PRIVATE SECTOR RESOURCES**

24. If any of these resources were also included in subtotal items 16, 17, or 20 (Federal, State, or Local resources) please estimate the amount.

**ALL NON-CSBG RESOURCES**

25. **TOTAL: (FEDERAL, STATE, LOCAL, PRIVATE)**   
less amount of double count from items 18, 21, and 24

26. **TOTAL including CSBG**   
(item 25 plus item 2)

**Section G Program Participant Characteristics**

1. Name of Agency Reporting

2a. Total Non CSBG Resources Reported in Section F   
 2b. Total amount of CSBG Funds allocated   
 Total Resources for FY 2013 (2a + 2b)

3. Total unduplicated number of persons about whom one or more characteristics were obtained:   
 4. Total unduplicated number of persons about whom no characteristics were obtained:   
 5. Total unduplicated number of families about whom one or more characteristics were obtained:   
 6. Total unduplicated number of families about whom no characteristics were obtained:

7. Gender	Number of Persons*	13. Family Size	Number of Families***
a. Male	<input type="text"/>	a. One	<input type="text"/>
b. Female	<input type="text"/>	b. Two	<input type="text"/>
TOTAL*	<input type="text"/>	c. Three	<input type="text"/>
		d. Four	<input type="text"/>
		e. Five	<input type="text"/>
		f. Six	<input type="text"/>
		g. Seven	<input type="text"/>
		h. Eight or more	<input type="text"/>
		TOTAL***	<input type="text"/>

8. Age	Number of Persons*	14. Source of Family Income	Number of Families
a. 0-5	<input type="text"/>	a. Unduplicated # Families Reporting One or More Sources of Income	<input type="text"/>
b. 6-11	<input type="text"/>	b. Unduplicated # Families Reporting Zero Income	<input type="text"/>
c. 12-17	<input type="text"/>		
d. 18-23	<input type="text"/>		
e. 24-44	<input type="text"/>		
f. 45-54	<input type="text"/>		
g. 55-69	<input type="text"/>		
h. 70+	<input type="text"/>		
TOTAL*	<input type="text"/>		

9. Ethnicity/Race	Number of Persons*	TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income.***	Number of Families
I. Ethnicity			
a. Hispanic, Latino or Spanish Origin	<input type="text"/>		
b. Not Hispanic, Latino, or Spanish Origin	<input type="text"/>		
TOTAL*	<input type="text"/>		
II. Race			
a. White	<input type="text"/>		
b. Black or African American	<input type="text"/>		
c. American Indian and Alaska Native	<input type="text"/>		
d. Asian	<input type="text"/>		
e. Native Hawaiian and Other Pacific Islander	<input type="text"/>		
f. Other	<input type="text"/>		
g. Multi-Race (any two or more of the above)	<input type="text"/>		
TOTAL*	<input type="text"/>		

10. Education Levels of Adults # (# For Adults 24 Years Or Older Only)	Number of Persons**	15. Level of Family Income (% Of HHS Guideline)	Number of Families***
a. 0-8	<input type="text"/>	a. Up to 50%	<input type="text"/>
b. 9-12/Non-Graduate	<input type="text"/>	b. 51% to 75%	<input type="text"/>
c. High School Graduate/GED	<input type="text"/>	c. 76% to 100%	<input type="text"/>
d. 12+ Some Post Secondary	<input type="text"/>	d. 101% to 125%	<input type="text"/>
e. 2 or 4 years College Graduate	<input type="text"/>	e. 126% to 150%	<input type="text"/>
TOTAL**	<input type="text"/>	f. 151% to 175%	<input type="text"/>
		g. 176% to 200%	<input type="text"/>
		h. 201% and over	<input type="text"/>
		TOTAL***	<input type="text"/>

11. Other Characteristics	Number of Persons*		TOTAL*
	Yes	No	
a. Health Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
b. Disabled	<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Family Type	Number of Families***	16. Housing	Number of Families***
a. Single Parent Female	<input type="text"/>	a. Own	<input type="text"/>
b. Single Parent Male	<input type="text"/>	b. Rent	<input type="text"/>
c. Two Parent Household	<input type="text"/>	c. Homeless	<input type="text"/>
d. Single Person	<input type="text"/>	d. Other*	<input type="text"/>
e. Two Adults NO children	<input type="text"/>	TOTAL***	<input type="text"/>
f. Other	<input type="text"/>		
TOTAL***	<input type="text"/>	e. *Please describe housing situations included in 16.d. Other:	
		<input type="text"/>	

\* The sum of this category should not exceed the value of item 3  
 \*\* The sum of this category should not exceed the value of items 8 e-h  
 \*\*\* The sum of this category should not exceed the value of item 5

Outcome of Efforts, FY 2013

National Performance Indicators - Agency Level Forms

Name of Agency Reporting:

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1: Employment The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by one or more of the following:	I) Number of Participants Enrolled in Program(s) (#)	II) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	III) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	IV) Percentage Achieving Outcome in Reporting Period [(III/I) x 100] (%)
A. Unemployed and obtained a job				#DIV/0!
B. Employed and maintained a job for at least 90 days				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits				#DIV/0!
D. Achieved "living wage" employment and/or benefits				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Exhibit F - CSBG IS Survey

**Goal 1: Low-income people become more self-sufficient.**

National Performance Indicator 1: Employment Supports The number of low-income participants for whom barriers to annual or continuous employment and education are reduced through assistance from Community Action, as measured by one or more of the following:	(i) Number of Participants Enrolled in Program(s)	(ii) Number of Participants Achieving Outcome in Reporting Period
A. Obtained skills/competencies required for employment		
B. Completed ABE/GED and received certificate or diploma		
C. Completed post-secondary education program and obtained certificate or diploma		
D. Enrolled children in before or after school programs		
E. Obtained care for child or other dependant		
F. Obtained access to reliable transportation and/or driver's license		
G. Obtained health care services for themselves or family member		
H. Obtained and/or maintained safe and affordable housing		
I. Obtained food assistance		
J. Obtained non-emergency LIHEAP energy assistance		
K. Obtained non-emergency WX energy assistance		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient.

	<p>National Performance Indicator 1.3 Economic Asset Enhancement and Utilization</p> <p>The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets, and resources for all participants achieving the outcome as measured by one or more of the following:</p>	<p>I.) Number of Participants Enrolled in Program(s)</p> <p>(#)</p>	<p>II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)</p> <p>(#)</p>	<p>III.) Number of Participants Achieving Outcome in Reporting Period (Actual)</p> <p>(#)</p>	<p>IV.) Percentage Achieving Outcome in Reporting Period [(III)/(II)]</p> <p>(%)</p>	<p>V.) Aggregated Dollar Amounts (Payments, Credits, or Savings)</p> <p>(\$)</p>
<p>E N H A N C E M E N T</p>	<p>A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits</p>				<p>#DIV/0!</p>	
	<p>B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments</p>				<p>#DIV/0!</p>	
	<p>C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings</p>				<p>#DIV/0!</p>	
<p>In the rows below, please include any additional indicators that were not captured above.</p>						
					<p>#DIV/0!</p>	
					<p>#DIV/0!</p>	

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient

	National Performance Indicator 3 (Continued) Economic Asset Enhancement and Utilization	I.) Number of Participants Enrolled in Program(s) (#)	II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	III.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	IV.) Percentage Achieving Outcome in Reporting Period [(III/II) x 100] (%)	V.) Aggregated Dollar Amounts (Payments, Credits, or Savings) (\$)
U T I L I Z A T I O N	D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days				#DIV/0!	N/A
	E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account				#DIV/0!	N/A
	F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings				#DIV/0!	
	G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings				#DIV/0!	
	H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings				#DIV/0!	
	I. Number and percent of participants purchasing a home with accumulated IDA or other savings				#DIV/0!	
	J. Number and percent of participants purchasing other assets with accumulated IDA or other savings				#DIV/0!	
<i>In the rows below, please include any additional indicators that were not captured above.</i>						
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	



Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Improvement and Revitalization Increase in, or safeguarding of, increased opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:	(i) Number of Projects or Initiatives (#)	(ii) Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Jobs created, or saved, from reduction or elimination in the community		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community		
C. Safe and affordable housing units created in the community		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Exhibit F - CSBG IS Survey

**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 2.2 Community Quality of Life and Assets	1) Number of Program Initiatives or Advocacy Efforts	2) Number of Community Assets, Services or Facilities Preserved or Increased
The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:	(#)	(#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets		
B. Increase in the availability or preservation of community facilities		
C. Increase in the availability or preservation of community services to improve public health and safety		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods		
E. Increase in or preservation of neighborhood quality-of-life resources		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 2.3 Community Engagement	1) Total Contribution By Community
The number of community members working with Community Action to improve conditions in the community	(#)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours)	



**Goal 3: Low-income people own a stake in their community.**

National Performance Indicator 3.1 Community Enhancement through Maximum Feasible Participation The number of volunteer hours donated to Community Action	(1) Total Number of Volunteer Hours (#)
A. Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 3.2 Community Empowerment through Maximum Feasible Participation The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	(2) Number of Low Income People (#)
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	



**Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.**

<b>National Performance Indicator 4.1</b> <b>Expanding Opportunities through Community-Wide Partnerships</b> The number of organizations, both public and private, that Community Action agencies work with to expand resources and opportunities in order to achieve family and community outcomes.	i) Number of Organizations (#)	ii) Number of Partnerships (#)
A. Nonprofit		
B. Faith Based		
C. Local Government		
D. State Government		
E. Federal Government		
F. For-Profit Business or Corporation		
G. Consortia/Collaboration		
H. Housing Consortia/Collaboration		
I. School Districts		
J. Institutions of post secondary education/training		
K. Financial/Banking Institutions		
L. Health Service Institutions		
M. State wide associations or collaborations		
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.		
N. The total number of organizations and total number of partnerships CAAs work with to promote family and community outcomes (automatically calculates)	0	0



Exhibit F - CSBG IS Survey

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1	
Agency Development	
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	3.3 Resources in Agency (H)
A. Number of Certified Community Action Professionals	
B. Number of Nationally Certified ROMA Trainers	
C. Number of Family Development Certified Staff	
D. Number of Child Development Certified Staff	
E. Number of staff attending trainings	
F. Number of board members attending trainings	
G. Hours of staff in trainings	
H. Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above.	



Exhibit F - CSBG IS Survey

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.1		D) Number of Vulnerable Individuals Living Independently
<b>Independent Living</b> The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services.		(#)
A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over)		
B. Individuals with Disabilities		
Ages: 0-17		
18-54		
55-over		
Age Unknown		
<b>TOTAL Individuals with disabilities (automatically calculates)</b>		D
In the rows below, please include any additional indicators that were not captured above.		

National Performance Indicator 6.2		
Emergency Assistance	(#) Number of Individuals Seeking Assistance	(#) Number of Individuals Receiving Assistance
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:		
A. Emergency Food		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources		
C. Emergency Rent or Mortgage Assistance		
D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)		
E. Emergency Temporary Shelter		
F. Emergency Medical Care		
G. Emergency Protection from Violence		
H. Emergency Legal Assistance		
I. Emergency Transportation		
J. Emergency Disaster Relief		
K. Emergency Clothing		
In the rows below, please include any additional indicators that were not captured above.		

Exhibit F - CSBG IS Survey

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.3			II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	III.) Number of Participants Achieving Outcome in Reporting Period (Actual)	IV.) Percentage Achieving Outcome in Reporting Period [(III)/II * 100]
Child and Family Development		I.) Number of Participants Enrolled in Program(s)	(#)	(#)	(%)
I N F A N T S & C H I L D R E N	A. Infants and children obtain age-appropriate immunizations, medical, and dental care				#DIV/0!
	B. Infant and child health and physical development are improved as a result of adequate nutrition				#DIV/0!
	C. Children participate in pre-school activities to develop school readiness skills				#DIV/0!
	D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				#DIV/0!
Y O U T H	E. Youth improve health and physical development				#DIV/0!
	F. Youth improve social/emotional development				#DIV/0!
	G. Youth avoid risk-taking behavior for a defined period of time				#DIV/0!
	H. Youth have reduced involvement with criminal justice system				#DIV/0!
A D U L T S	I. Youth increase academic, athletic, or social skills for school success				#DIV/0!
	J. Parents and other adults learn and exhibit improved parenting skills				#DIV/0!
	K. Parents and other adults learn and exhibit improved family functioning skills				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
					#DIV/0!
					#DIV/0!
					#DIV/0!

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.4 Family Support (Seniors, Disabled and Caregivers) Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, in whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	(j) Number of Participants Enrolled in Programs (#)	(k) Number of Participants Achieving Outcome in Reporting Period (#)
A. Enrolled children in before or after school programs		
B. Obtained care for child or other dependant		
C. Obtained access to reliable transportation and/or driver's license		
D. Obtained health care services for themselves or family member		
E. Obtained and/or maintained safe and affordable housing		
F. Obtained food assistance		
G. Obtained non-emergency LIHEAP energy assistance		
H. Obtained non-emergency WX energy assistance		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		

National Performance Indicator 6.5 Service Counts The number of services provided to low income individuals and/or families, as measured by one or more of the following:	(l) Number of Services (#)
A. Food Boxes	
B. Pounds of Food	
C. Units of Clothing	
D. Rides Provided	
E. Information and Referral Calls	







## SFY 2015 CASE MANAGEMENT INSTRUCTIONS

**A. HOUSEHOLD VOUCHERS**

1. **STCS HH # and STCS \$** - Enter the number of households that received STCS services during the report month. Enter the total dollar amount for the Households that received STCS services during the reporting month. Data should be provided according to the categories: a) utility assistance, b) mortgage, rent or motel, and c) special needs.
2. **LIHEAP HH # and LIHEAP \$** - Enter the number of households that received regular utility assistance and Mortgage, Rent or Motel assistance during the report month. Enter the total dollar amount that the Household received regular LIHEAP and Mortgage, Rent or Motel assistance during the reporting month. Include regular utility payments and deposits.
3. **LIHEAP Supplemental HH # and LIHEAP Supplemental \$** - Enter the number of households that received Supplemental Utility Assistance for the reporting month. Enter the dollar amount for the Households that received Supplemental LIHEAP assistance for the reporting month. This data should not be included under #2 "LIHEAP HH # and LIHEAP \$".
4. **LIHEAP Assurance 16 HH# and LIHEAP Assurance 16\$** - Enter the number of households that received utility assistance and energy conservation education under the Assurance 16 program component. Include both deposits and utility payments. Also enter the dollar amount for the households that received services for the reporting month. The households and funds reported here should also be reported under "LIHEAP # "and "LIHEAP \$", and/or under "LIHEAP Supplemental" and "LIHEAP Supplemental \$".
5. **Other HH # and Other \$** - Enter the number and dollar amount of households that received assistance for the reporting month for utilities, mortgage/rent/motel, or special needs from other sources such as CSBG, ESG, local funds, Energy Assistance Funds or non-DAAS funds as listed on the Itemized service budget.
6. **Neighbors Helping Neighbors (NHN)** - Enter the number of households that received a utility assistance payment funded with the NHN funds during the reporting month. This number should NOT be included in either Regular or Supplemental LIHEAP. Enter the dollar amount for the household for the reporting month.
7. **LIHEAP Total HH # - NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

**B. LIHEAP ASSISTED HOUSEHOLDS ONLY**

Under "Number of Assisted Households", (Regular LIHEAP Category and/or the Supplemental LIHEAP category). **NO DATA ENTRY REQUIRED; THE CELLS WILL AUTO-POPULATE BASED UPON DATA ENTERED IN A.2 AND A.3 FOR THE REPORT MONTH.**

1. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was under 75% of FPL.
2. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 75% to 100% of FPL.
3. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 101% to 125% of FPL.
4. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 126% and 150% FPL.
5. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was over 150% FPL.
6. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

**C. Vulnerable Categories**

1. Enter the number of households that contained a member Age 60 or older in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
2. Enter the number of households which contained a Disabled Household Member in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
3. Enter the number of households which contained a Household Member Age 5 or Younger in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
4. **Number of households by Any Vulnerable Group for EACH Type of Assistance (9) UNDUPLICATED Elderly/Disabled/Young Child** - For each type of LIHEAP assistance provided, include the unduplicated number of households that had at least one member belonging to any of the three vulnerable household groups. For example, if a Utility Assistance was provided to a household that includes any vulnerable members, then count that household once under any vulnerable group (Elderly, Disabled, or Young Child) for regular LIHEAP. **THIS DATA MUST BE UNDUPLICATED ACROSS THE VULNERABLE CATEGORIES.** (Another example: If a Household contained one member who was disabled and one member who was Age 5 or Younger, this household would be counted only **ONCE**).

**D. UNDUPLICATED NUMBER OF HOUSEHOLDS SERVED BY ANY TYPE OF LIHEAP ASSISTANCE**

Enter the total number of Households that received LIHEAP Assistance. **THIS DATA MUST BE UNDUPLICATED.** Count a household once that received at least one type of LIHEAP assistance regardless of the type(s) of assistance provided. For example, if a household received a regular LIHEAP assistance benefit and a LIHEAP Supplemental assistance benefit, then count that household **once** under ANY Type of LIHEAP assistance, regardless of receiving two types of LIHEAP assistance.

**E. LIHEAP APPLICANT HOUSEHOLDS – ALL CATEGORIES REGARDLESS OF WHETHER ASSISTED**

1. Enter the number of households that **applied** for **Regular LIHEAP Assistance** and/or **Supplemental LIHEAP** whether or not assisted for the report month. (This should include households that were denied, turned away, etc.)
2. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is under 75% of FPL, whether assisted or not.
3. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 75 to 100% of FPL, whether assisted or not.
4. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 101% to 125% of FPL, whether assisted or not.
5. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 126% to 150% of FPL, whether assisted or not.
6. Enter the number of households that **applied** for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is over 150% of FPL, whether assisted or not.
7. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY**

**F1. Disconnect Notice/Non-delivery Notice and Currently Disconnected or out of Fuel Data (Energy Assistance Measures, Table 4, Tier 2 – Measures 3 and 4)** This section reports the number of unduplicated households that were already disconnected or were out of fuel/had no service at time of the application. Do Not input data in cells that have "0"s and are highlighted in light yellow. They will self-populate.

## SFY 2015 CASE MANAGEMENT INSTRUCTIONS

- 
1. Regular LIHEAP – Enter the number of households that had a Disconnect Notice or Non-Delivery Notice prior to receiving the LIHEAP benefit.
  2. Supplemental LIHEAP – Enter the number of households that were Disconnected or Out of Fuel or who had No Service Prior to receiving the LIHEAP benefit.
  3. Total of both type of LIHEAP – Enter the total of both LIHEAP and Supplemental LIHEAP assistance. This data will be duplicated as the measure is collecting data on how many times a household has Disconnect or Non-delivery Notices and how many times they have been Disconnected/Out of Fuel or had No Service prior to the benefit.
- 

F2. Household Energy Education by Type (Assurance 16 – Energy Education, Advocacy, Counseling) - Enter HH Count with type of education HH received. This section can be duplicated.

LIHEAP Performance Measure - (Household Client Services Measures Table 9, Tier 1 Measures 1 & 2)

1. In office – Enter the number of households that received Energy Education offered in the office. This can be a workshop offered in the office, a brochure offered in the office.
  2. In Home – Enter the number of households that received Energy Education offered in the home.
  3. Workshop – Enter the number of households that received Energy Education offered through a workshop offered off-site or out of the office.
  4. Mailed Kit (other) - Enter the number of households that received Energy Education offered through mailing a educational kit to the household's home. Most Service Providers do not utilize this type of delivery for education, therefore; it can also be used for "other" means of education delivery. Enter a note in the "Service Provider Notes to DES:" section defining what "other" delivery system means.
- Total – No data entry necessary in this cell. It will automatically populate. Do not alter formula!
-



Exhibit J

LIHEAP ONLY Household Report - Estimated Data for FFY 2014

AGENCY Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Reporting Period: Oct. 1, 2013 - June 30, 2014  
 Phone Number: \_\_\_\_\_ Due to DES 8-15-13 Date Submitted: \_\_\_\_\_

This form is to be used by Service Providers that have been awarded LIHEAP funding. The FFY 2013 LIHEAP Annual Household Report collects LIHEAP data only. The reporting period is from 10-1-13 through 6-30-14. It is understood that data is not available for July, August and September 2014, however data for 10-1-13 through 6-30-14 should be available and be reported. This report has been simplified so Arizona only reports on the sections below. The numbering (1, 3, 6 and 7) remains consistent with the Federal Report Form. Refer to these numbers when reaching federal instructions. Do not report data in the grey or yellow cells. The yellow cells will self-populate. Reporting data is optional. Number 1, Heating/Cooling reports LIHEAP data. Number 3 reports LIHEAP Supplemental and Number 6 reports weatherization, if applicable. Number 7 reports any type of LIHEAP assistance (unduplicated). Section A reports households that were assisted by LIHEAP heating and Section B reports LIHEAP applicant households (regardless of whether assisted). Section B data should be equal or more than Section A data. For example: Section A, LIHEAP Assisted Households, 1. Heating/Cooling, Under 75% Poverty (cell E14) includes data for report can be viewed at: <http://arizona.gov/azdhs/azdhs/pdfs/2013/liheap/2013-liheap-annual-report-form.pdf>. If there are any questions please email or call Kathleen Carr at (602) 542-6623 or KCarr@arizona.gov. Email the completed form to KCarr@arizona.gov. [KCarr@arizona.gov](mailto:KCarr@arizona.gov)

**A. LIHEAP ASSISTED HOUSEHOLDS**

Type of LIHEAP Assistance	Number of Assisted Households	Calculated Total	REQUIRED DATA					At least one member who is			
			Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	Over 150% poverty	60 year or older (elderly)	Disabled	Age 5 Year or under (young child)	UNDUPLICATED elderly, disabled, or young child
1. Heating/Cooling *		0									
3. LIHEAP SUPPLEMENTAL		0									
6. LIHEAP Weatherization		0									
7. Any type of LIHEAP Assistance (and duplicated)		0									0

At least one member who is	
Age 2 years and younger	Age 3 years through 5 years

**B. LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted) (Section B must be equal to or greater than Section A)**

Type of assistance	Number of applicant households	Calculated Total	REQUIRED DATA					Income Data Unavailable
			Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	Over 150% poverty	
1. Heating/Cooling *		0						
3. LIHEAP SUPPLEMENTAL		0						
6. LIHEAP Weatherization		0						

Service Provider Notes:

**Annual SSBG Report  
Arizona Department of Economic Security  
Division of Aging and Adult Services (DAAS)**

*Reporting Agency Completes the Following Information*

AGENCY:	SFY20XX (July 1, 20XX- June 30, 20XX)
SUBMITTED BY:	DAAS CONTRACT NUMBER(S):
PHONE NUMBER:	

**Purpose**

Data from this report is aggregated by the Department of Economic Security and used to compile the annual Social Service Block Grant (SSBG) report that is submitted to the federal Department of Health and Human Services.

**Instructions**

- Column 1.** Automatically populated for the DAAS contracted service(s) only that is supported with SSBG.
- Column 2.** Enter the total number of unduplicated adults served in the service regardless of fund source when the **Primary Client is the Adult** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- Column 3.** Enter the total number of unduplicated children served in the service regardless of fund source when the **Primary Client is the Child** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- This report must accompany the June Invoice.**

**CLIENTS SERVED**

1. DAAS Contracted Service	2. Number of Unduplicated Adults	3. Number of Unduplicated Children
Case Management		







Exhibit O
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
LIHEAP LEVERAGING REPORT
RESOURCE/BENEFIT DESCRIPTION PAGES

Complete this form for each separate leveraged resource/benefit that the grantee proposes to count for this base period. Only resources/benefits that are provided to low income households (as defined in 45 CFR 96.87(b)(6)) may be counted.

Grantee: \_\_\_\_\_ Base period: \_\_\_\_\_
Month/Day/Year - Month/Day/Year

- 1. Resource # \_\_\_\_\_
A. Resource/benefit name: \_\_\_\_\_
B. Gross value of countable benefits provided by resource during this base period: \$ \_\_\_\_\_
C. Amount of grantee's own funds used to leverage this resource (not including funds from grantee's Federal LIHEAP allotment): \$ \_\_\_\_\_
D. Costs and charges to low income households to participate/receive these benefits: \$ \_\_\_\_\_
E. Net value of countable benefits provided by resource during this base period (To calculate item E, subtract items C and D from item B): \$ \_\_\_\_\_
2. Type of resource: \_\_\_ Cash \_\_\_ Discount/waiver \_\_\_ In-kind contribution
If more than one type of resource is claimed: Gross value of countable benefits provided by each type of resource:
3. Source of resource:
4. Brief description of resource:
5. Brief description of benefit(s) provided to low income households by this resource (if benefits are different from resource as described in item 4, or if more information is needed):
6. Geographical area in which benefits were provided:
7. Month(s) and year(s) when benefits were provided to recipients during this base period:
8. Number of low income households to whom benefits were provided in this base period: \_\_\_\_\_
9. Eligibility standard(s) for low income households to whom benefits were provided:
\_\_\_ Income at or below 150% of the poverty level
\_\_\_ Income at or below 60% of State median income
\_\_\_ Other—Specify:

10. Agency/agencies that administered resource/benefits:
  
11. Source(s) of data used to determine value of resource/benefits, and to determine associated costs to grantee and to recipient low income households:
  
12. Brief description of how resource/benefits' value was quantified and how gross value of countable benefits was calculated, and how any offsetting costs to recipient low income households were calculated; also, for discounts, reduced rate/price actually paid, and fair market value:
  
13. Criterion/criteria in 45 CFR 96.87(d)(2) that resource/benefits meet (check one or two): (Criteria are summarized below. For full text, see regulations and instructions for form.)  
  
\_\_\_\_\_ (i) The grantee's LIHEAP program had an active, substantive, significant role in developing and/or acquiring the resource/benefits from home energy vendor(s) through negotiation, regulation, and/or competitive bid.  
  
\_\_\_\_\_ (ii) The resource/benefit(s) were distributed through (within, as part of) the grantee's LIHEAP program to low income households eligible under the grantee's LIHEAP standards, in accordance with the LIHEAP statute and regulations and the grantee's LIHEAP plan.  
  
\_\_\_\_\_ (iii) The resource/benefit(s) were distributed to low income households as described in the grantee's LIHEAP plan, as a supplement and/or alternative to the grantee's LIHEAP program, outside (not through, within, or as part of) the LIHEAP program. They met at least one of conditions A through H demonstrating that they were integrated and coordinated with the grantee's LIHEAP program.
  
14. If criterion (i) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of specific role of grantee's LIHEAP program in development and/or acquisition of resource/benefits, demonstrating that involvement of LIHEAP program was active, substantive, and significant.
  
15. If criterion (iii) is checked in item 13: Condition(s) under criterion (iii) that resource meets that demonstrate(s) resource's integration/coordination with grantee's LIHEAP program (check one or more):  
  
\_\_\_\_\_ A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_ D \_\_\_\_\_ E \_\_\_\_\_ F \_\_\_\_\_ G \_\_\_\_\_ H
  
16. If criterion (iii) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of how resource/benefits were integrated and coordinated with grantee's LIHEAP program.

**ARF-3312**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates 9-16-15 to      Grant?: No

Begin & End: 9-15-16

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval to extend the term of service with Blackstone Security Services, Inc.

Background Information

At the September 2, 2014, regular Board of Supervisors' meeting, the Board approved Gila County's utilization of a State of Arizona, State Procurement Office contract with Blackstone Security Services, Inc. to provide armed security guards at the entrance to the Globe Courthouse to man the security equipment.

Staff sought input from the Sheriff's Office, County Attorney's Office and the Courts on utilizing armed security or unarmed security. The consensus was to continue to use armed security.

Evaluation

The original term of service between Gila County and Blackstone Security Services, Inc. was from 9-16-14 to 9-15-15. The County contracted with Blackstone Security Services, Inc. to provide two armed guards at an annual cost of \$82,750.

The existing term of service between Gila County and Blackstone Security Services, Inc. will expire on 9-15-15. Staff desires to extend the term of service for an additional year.

The service will provide two guards posted at the main entrance of the Globe Courthouse, from 7:30 A.M. to 5:30 P.M., Monday through Friday to man the security equipment at the entrance the public will be utilizing, as well as to locker any weapons brought into the Courthouse by a member of the public. The annual cost to the County of \$82,750 reflects the hourly rates for which the State has contracted with Blackstone Security Services, Inc. less the ten holidays the County facilities will not be open for business.

Conclusion

Staff wishes to extend the term of service with Blackstone Security Services, Inc. to provide armed security to man the security equipment in the Gila County Courthouse in Globe, AZ. Gila County is a member of ProcureAZ, the State of Arizona's procurement agency for cooperative purchasing. By using the State of Arizona Contract No. ADSPO13-054359 with Blackstone Security Services, Inc., it will save the County both time and money for a rate that has already been established through the State of Arizona bidding process.

Recommendation

The Finance Division Director and the Public Works Division Director recommend that the Board of Supervisors approve the request to extend the term of service for one additional year between Gila County and Blackstone Security Services, Inc. by utilizing the State of Arizona, State Procurement Office Contract No. ADSPO13-054359 with Blackstone Security Services, Inc. to provide armed security manpower for the safety of the public and employees in the Gila County Globe Courthouse.

Suggested Motion

Approval to extend the term of a contract with Blackstone Security Services, Inc., whereby the contractor will provide armed security manpower for the safety of the public and employees at the Gila County Globe Courthouse in the amount of \$82,750 for one additional year, from September 16, 2015, to September 15, 2016.

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Attachments

Approval as to Form

Amendment No. 1-Blackstone Security

Contract Agreement Form with Blackstone Security Services

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*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.



## **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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### **PROVIDE ARMED SECURITY SERVICES BLACKSTONE SECURITY SERVICES**

Effective September 16, 2014, Gila County and Blackstone Security Services, Inc. agreed to utilize the State of Arizona, State Procurement Office Contract No. ADSP013-054359, whereby Blackstone Security Services, Inc. would provide armed security services for a period of one year to Gila County at a cost of \$82,750.00.

The initial one year period expires on September 15, 2015. Per the Special Terms and Conditions of the State of Arizona Contract No. ADSP013-054359, the contract term is for a one year period, with the option for the State of Arizona to renew for four (4) one year terms. The State of Arizona has extended their contract with Blackstone Security Services for an additional year. Gila County wishes to extend the agreement between Gila County and Blackstone Security Services, Inc. for an additional year, from September 16, 2015 to September 15, 2016.

**Amendment No. 1** will serve to extend the term of service to Gila County provided by Blackstone Security Services, Inc. for an additional year, from September 16, 2015 to September 15, 2016, at an annual cost of \$82,750.00. All documents executed by the State of Arizona on Contract No. ADSP013-054359, apply to this extension of service between Gila County and Blackstone Security Services, Inc..

**IN WITNESS WHEREOF**, three (3) 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton, Deputy County Attorney  
Civil Bureau Chief  
for Bradley D. Beauchamp County Attorney

**BLACKSTONE SECURITY SERVICES, INC.**

  
\_\_\_\_\_  
Authorized Signature

Daniel L Swindall

\_\_\_\_\_  
Print Name

CONTRACT AGREEMENT FORM

Contract Name: Armed/Unarmed Security Services Contract No.: ADSP013-054359

**Statement of Mutual Consent and Intent**  
The parties, Gila County and Blackstone Security Services, Inc. agree to utilize the State of Arizona, State Procurement Office Contract No. ADSP013-054359 to procure armed security services provided by Blackstone Security Services, Inc. to Gila County, for a period of one year. All documents executed by the State of Arizona on Contract No. ADSP013-054359, apply to this procurement between Gila County and Blackstone Security Services, Inc.  
  
Per the Special Terms and Conditions of the State of Arizona Contract No. ADSP013-054359, the contract term is for a one year period, with the option to renew for four (4) one year terms. Blackstone will invoice bi-weekly, with payment terms per State Contract No. ADSP013-054359 of Net 30. The \$82,750 will provide 2 armed security guards, working Mon-Friday from 7:30 to 5:30. If additional hours are required that cause the contract amount to exceed the \$82,750.00, an amendment to this agreement will be issued to increase the amount.

Contract End Date: 09-16-14 to 09-15-15

Renewal Option:  Yes  
 No

Maximum Dollar Limit: \$82,750.00

Contract Information

Firm Name: Blackstone Security Services, Inc. Contact Person: Dan Swindall

Address: 2400 W. Dunlap Avenue, Suite 225 Phone No: 602-265-6160

City: Phoenix State: AZ Fax: \_\_\_\_\_ Email: www.blackstonesecurity.com

**Special Notes:**  
Gila County is part of the Arizona State Purchasing Cooperative, for cooperative purchasing. By using the State of Arizona, Procurement Office contract with Blackstone Security Services, Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona Preocure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Procurement Office, Contract No. ADSP013-054359, for Armed/Unarmed Security Services approved this 2<sup>nd</sup> day of September \_\_\_\_\_, 2014.

GILA COUNTY  
  
Michael A. Pastor, Chairman of the Board

BLACKSTONE SECURITY SERVICES, INC.  
  
Dan Swindall, President

ATTEST:  
  
Marian E. Sheppard, Clerk of the Board

APPROVED AS TO FORM:  
  
Bryan B. Chambers, Deputy Attorney Principal

**ARF-3326**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015/2016      Budgeted?: Yes

Contract Dates January 7, 2015      Grant?: No

Begin & End: to January 6,  
2016

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 4 to Professional Services Agreement No. 062813-Medical Examiner Services for Gila County.

Background Information

On January 7, 2014, Gila County entered into Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner Services for Gila County. The contract was issued for a period of one year in a not to exceed amount of \$30,000 without prior written approval from Gila County. Additionally, the contract allows for the option to renew the contract term for three additional one-year periods.

On June 24, 2014, the Board of Supervisors approved Amendment No. 1 to increase the total contract by an additional \$40,000 for a new total contract amount of \$70,000.

On October 21, 2014, the Board of Supervisors approved Amendment No. 2 to increase the total contract by an additional \$30,000 for a new total contract amount of \$100,000.

On December 16, 2014, the Board of Supervisors approved Amendment No. 3 to extend the term of the contract from January 7, 2015 to January 6, 2016. Amendment No. 3 also served to increase the original dollar amount of the contract from \$30,000 to \$70,000.

Evaluation

As of Dr. Fischione's July 2015 billing, the sum of \$64,155 has been expensed against the 1-7-15 to 1-6-16 contract. Additional funds will be required to cover the remaining five months on this contract. Amendment No. 4 will increase the current contract amount of \$70,000 by an additional \$40,000, for a new, not to exceed without prior written authorization, total contract amount of \$110,000, for the contract term from January 7, 2015, to January 6, 2016.

### Conclusion

As there is no way to predict the costs that will be incurred during the course of the contract term, Amendment No. 4 has been issued to increase the contract amount from \$70,000 to \$110,000 for the remainder of the contract term, which expires on January 6, 2016.

### Recommendation

Staff recommends the approval of Amendment No. 4 to increase the current contract amount of \$70,000 by an additional \$40,000 for a new total contract amount of \$110,000, for the contract term from January 7, 2015, to January 6, 2016.

### Suggested Motion

Approval of Amendment No. 4 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to increase the current contract amount from \$70,000 to \$110,000 for the contract term from January 7, 2015, to January 6, 2016.

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### Attachments

Amendment No. 4 to Professional Services Agreement No. 062831

Amendment No. 3 to Professional Services Agreement No. 062831

Amendment No. 2 to Professional Services Agreement No. 062831

Amendment No. 1 to Professional Services Agreement No. 062831

Professional Services Agreement No. 062831-Medical Examiner Services with Dr. Fischione

Approval as to Form

---



**Tommie C. Martin, District I Supervisor**  
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(928) 474-2029 Ext. 7100

**Michael A. Pastor, District II Supervisor**  
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TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 4**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

Amendment No. 3 was approved and executed on December 16, 2014, by the Gila County Board of Supervisors, to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 increased the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

Amendment No. 4 will serve to increase the contract amount by an additional Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization contract amount of One Hundred, Ten Thousand dollars (\$110,000), for the contract term from January 07, 2015 to January 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GILA COUNTY BOARD OF SUPERVISORS:

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

MEDICAL EXAMINER:



\_\_\_\_\_  
Mark A. Fischione, M.D., PLC.

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jefferson R. Dalton, Deputy County Attorney  
Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



**Tommie C. Martin, District I Supervisor**  
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**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 3**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

The contract will expire on January 06, 2015. Per Article 11-Term, the Medical Examiner agrees that Gila County shall have the right, at is sole option, to renew the contract for three additional one year periods.

Amendment No. 3 will serve to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 will serve to increase the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 16<sup>th</sup> day of December, 2014.

GILA COUNTY BOARD OF SUPERVISORS:



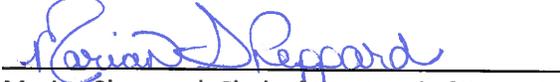
Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:



Mark A. Fischione, M.D., PLC.

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



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



**Tommie C. Martin, District I Supervisor**  
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**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 2**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

The cost to date for the first eight months of the contract term is \$56,550, which leaves an available balance on the current contract term of \$13,450.00. There are four months remaining on the existing contract term.

Amendment No. 2 will serve to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

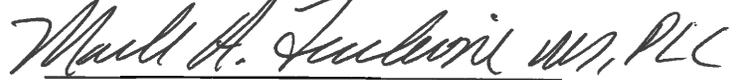
IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>ST</sup> day of October, 2014.

**GILA COUNTY BOARD OF SUPERVISORS:**



Michael A. Pastor, Chairman of the Board

**MEDICAL EXAMINER:**



Mark A. Fischione, M.D., PLC.

**ATTEST:**



Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**



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

**Tommie C. Martin, District I Supervisor**  
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**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 1**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000. The cost to date for the first five months of the contract term is approximately \$27,000.00. Amendment No. 1 will serve to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new not to exceed without written authorization contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 1 will increase the contract amount by ~~\$30,000~~ <sup>\$40,000</sup> for a new total contract amount of \$70,000 for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

**IN WITNESS WHEREOF**, three (3) 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 24<sup>th</sup> day of June, 2014.

**GILA COUNTY BOARD OF SUPERVISORS:**

Michael A. Pastor, Chairman of the Board

**MEDICAL EXAMINER:**

Mark A. Fischione, M.D., PLC.

**ATTEST:**

Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

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

**GILA COUNTY ATTORNEY**  
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

**PROFESSIONAL SERVICES AGREEMENT NO. 062813**  
**GILA COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, made and entered into this 7<sup>TH</sup> day of January, 2014 by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and Mark A. Fischione, M.D., PLC, of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter designated the **Medical Examiner**.

**WITNESSETH:** That the Medical Examiner, 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:

That he is licensed and otherwise legally and professionally qualified to be appointed as Gila County Medical Examiner and Forensic Pathologist for Gila County, Arizona.

**ARTICLE 1 – SCOPE OF SERVICES:** The Medical Examiner agrees to provide Medical Examiner Services and **Forensic Pathologist Services** to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

**Duties of County Medical Examiner**

A. The county medical examiner or alternate medical examiner shall direct a death investigation, shall determine whether an external examination or autopsy is required and shall:

1. Take charge of the dead body.
2. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner or alternate medical examiner determines there is no jurisdiction pursuant to section A.R.S. § 11-593, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
3. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
4. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.

5. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.

6. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.

7. Carry out the duties specified under Section 28-668.

8. Carry out the duties specified under Title 36, Chapter 7, Article 3.

9. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.

B. The county medical examiner or alternate medical examiner may:

1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies.

2. Authorize forensic pathologists to perform examinations and autopsies. The medical examiner or alternate medical examiner may authorize medical students or residents and fellows in pathology training to perform autopsies under the supervision of a licensed physician who is board certified in anatomic pathology, pursuant to procedures adopted by the county medical examiner or alternate medical examiner. Authorization and the amount to be paid by the county for pathology services are subject to approval of the board of supervisors.

3. Delegate any power, duty or function whether ministerial or discretionary vested by this chapter in the medical examiner or alternate medical examiner to a person meeting the qualifications prescribed in this chapter who is employed by or who has contracted with the county to provide death investigation services. The medical examiner or alternate medical examiner shall be responsible for the official acts of the person designated pursuant to this section and shall act under the name and authority of the medical examiner or alternate medical examiner.

4. Authorize the taking of organs and tissues as they prove to be usable for transplants, other treatment, therapy, education or research if all of the requirements of Title 36, Chapter 7, Article 3 are met. The medical examiner or alternate medical examiner shall give this authorization within a time period that permits a medically viable donation.

5. Authorize licensed physicians, surgeons or trained technicians to remove parts of bodies provided they follow an established protocol approved by the medical examiner or alternate medical examiner.

6. Limit the removal of organs or tissues for transplants or other therapy or treatment if, based on a review of available medical and investigative information within a time that permits a medically viable donation, the medical examiner or alternate medical examiner makes an initial determination that their removal would interfere with a medical examination, autopsy or certification of death. Before making a final decision to limit the removal of organs, the medical examiner or alternate medical examiner shall consult with the organ procurement organization. After the consultation and when the organ procurement organization provides information that the organ procurement organization reasonably believes could alter the initial decision and at the request of the organ procurement organization, the medical examiner or alternate medical examiner shall conduct a physical examination of the body. If the medical examiner or alternate medical examiner limits the removal of organs, the medical examiner or alternate medical examiner shall maintain documentation of this decision and shall make the documentation available to the organ procurement organization.

C. A county medical examiner or alternate medical examiner shall not be held civilly or criminally liable for any acts performed in good faith pursuant to subsection B, paragraphs 4, 5 and 6 of this section.

D. If a dispute arises over the findings of the medical examiner's report, the medical examiner, on an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

E. For providing external examinations and autopsies pursuant to this section, the medical examiner may charge a fee established by the board of supervisors pursuant to Section A.R.S. § 11-251.08.

F. The county medical examiner or alternate medical examiner is entitled to all medical records and related records of a person for whom the medical examiner is required to certify cause of death.

**Burial of Indigent Deceased**

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- B. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

**Release of Information**

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
  - 1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
  - 2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

**ARTICLE 2 – FEES:** For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

- \$2,200.00 per complete autopsy
- \$ 170.00 per external examination, cause of death
- \$ 65.00 per cremation
- \$ 250.00 per month Malpractice Insurance – not to exceed \$3,000.00 without prior written approval from the County

**ARTICLE 3 – 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.

In the event that the County has reasonable cause to believe that the Medical Examiner alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent medical examiner or other related services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Medical Examiner. Upon such notice, Medical Examiner shall immediately cease to perform the duties customarily performed by a medical examiner except as specifically directed by the County. As of the date of such notice, County shall not be liable for any further payment or performance pursuant to this Agreement.

**ARTICLE 4 – INSPECTION OF RECORDS AND PREMISES:** Upon reasonable notice, authorized County representatives may inspect Medical Examiner’s records related to services provided pursuant to this Agreement except to the extent that any specific records may be deemed confidential pursuant to specific statutory authority. County representatives may enter upon and inspect any facility used by Medical Examiner to perform services as provided in this contract in order to determine Medical Examiner’s compliance with the terms of the contract. Medical Examiner agrees to retain all financial records and other documents relating to the services performed pursuant to this contract for five (5) years after final payment of all amounts owed to Medical Examiner or until after resolution of any audits, investigations or other inquiries which may require access to the subject records or documents, whichever is later. County, state or federal officials or other persons duly authorized by the County shall have full access to, and the right to examine, copy and use any such materials.

**ARTICLE 5 - INDEMNIFICATION CLAUSE:** The Medical Examiner agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Medical Examiner, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 6 – INSURANCE REQUIREMENTS:** The Medical Examiner 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 with reputable insurance companies acceptable to the County under this agreement.

**ARTICLE 7 – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner 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 8 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner 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 the Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Medical Examiner'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 the Medical Examiner 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, the Medical Examiner 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.

The Medical Examiner 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 9 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner 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 10 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. 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 11 – TERM:** The term of the contract shall commence on the date the contract is approved by the Board of Supervisors, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) 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 12 – PAYMENT:** The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$30,000.00 for each of the one year contract terms, 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 Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

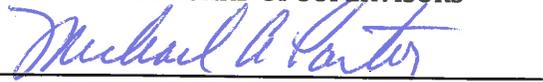
The Medical Examiner shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Medical Examiner does not have a current W-9

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. Invoices may be emailed to [accountspayable@co.gila.az.us](mailto:accountspayable@co.gila.az.us).

*IN WITNESS WHEREOF, three (3) 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 BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman Board of Supervisors

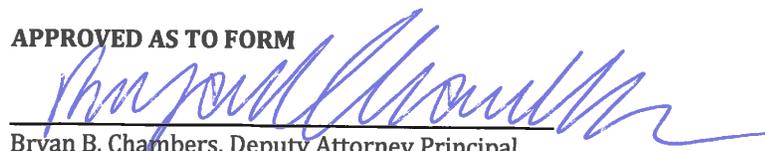
**MEDICAL EXAMINER**

  
Mark A. Fischione, M.D., PLC

**ATTEST:**

  
Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM**

  
Bryan B. Chambers, Deputy Attorney Principal  
For Bradley D. Beauchamp, County Attorney



*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-3321**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Sidewinders Tavern & Grill Application for a Temporary Extension of Premises/Patio Permit.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Randy D. Nations has submitted an application to temporarily extend the premises/patio of the Sidewinders Tavern & Grill for an event to be held on September 19, 2015. The Sidewinders Tavern & Grill is located in Pine, Arizona.

Evaluation

The application has been reviewed by the Clerk of the Board Department. Scott Buzan, Chief Building Official of the Community Development Division, has also reviewed the application and he is familiar with the premises. Both departments have no objections with regard to this application.

Conclusion

The application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of an Application for Extension of Premises/Patio

Permit submitted by Randy D. Nations to temporarily extend the premises where liquor is permitted to be sold at the Sidewinders Tavern & Grill, which is located in Pine, Arizona at an event to be held on September 19, 2015.

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Attachments

Sidewinders Application Temp. Ext. Patio

Interoffice Memo (Approved)

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Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY
Date payment received: ____/____/____
CSR initials: _____

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**  
This application must be returned to the Department of Liquor  
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 09/19/15 through 09/19/15 List specific purpose for change:  
Justice McKneely Foundation

1. Licensee's Name: Nations Randy D.  
Last First Middle

2. Mailing Address: PO Box 2502 Chandler Arizona 85244  
Street City State Zip

3. Business Name: Sidewinders Tavern & Grill License # 06040050

4. Business Address: 6112 Hardscrabble Rd. Pine Arizona 85544  
Street City State Zip

5. Contact phone: (480) 730-2675 Business phone: (928) 476-6434

6. Email: miranda@azlic.com

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date? 09/19/15

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No If yes, when does your Certificate expire? Date: 02/09/17

11. What security precautions will be taken to prevent liquor violations in the extended area?  
The ext area will be surrounded by a fence & security will be on duty.

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

\_\_\_\_\_  
\_\_\_\_\_

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**➤ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ➤**

➤ After completing the application, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

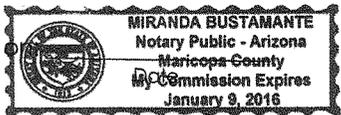
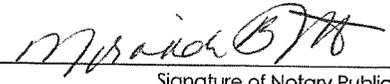
\_\_\_\_\_  
(Authorized Signature) (Title) (Agency) Date

I, Randy D. Nations, declare that I am the APPLICANT and, under penalty of perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.  
(Print full name)

X  Randy D. Nations 08/12/15 480-730-2675  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 12th August 2015  
Day Month Year

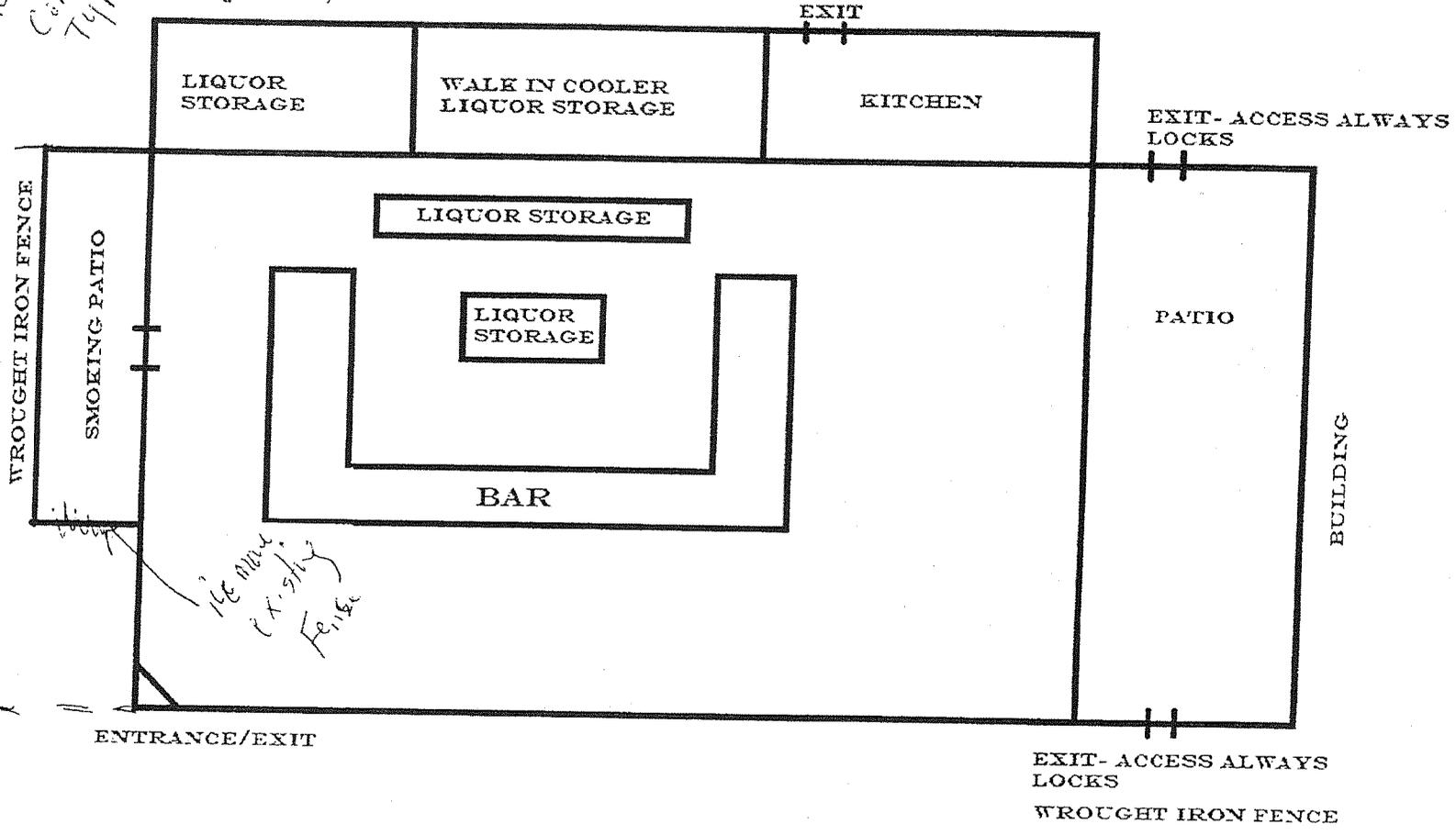
State Arizona County of Maricopa

My Commission Expires    
Signature of Notary Public

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Director Signature required for Disapprovals \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

*Temp Fence (Aluminum Construction) w/ security staff in the area*



WROUGHT IRON FENCE

SMOKING PATIO

LIQUOR STORAGE

WALK IN COOLER LIQUOR STORAGE

KITCHEN

EXIT- ACCESS ALWAYS LOCKS

LIQUOR STORAGE

LIQUOR STORAGE

BAR

PATIO

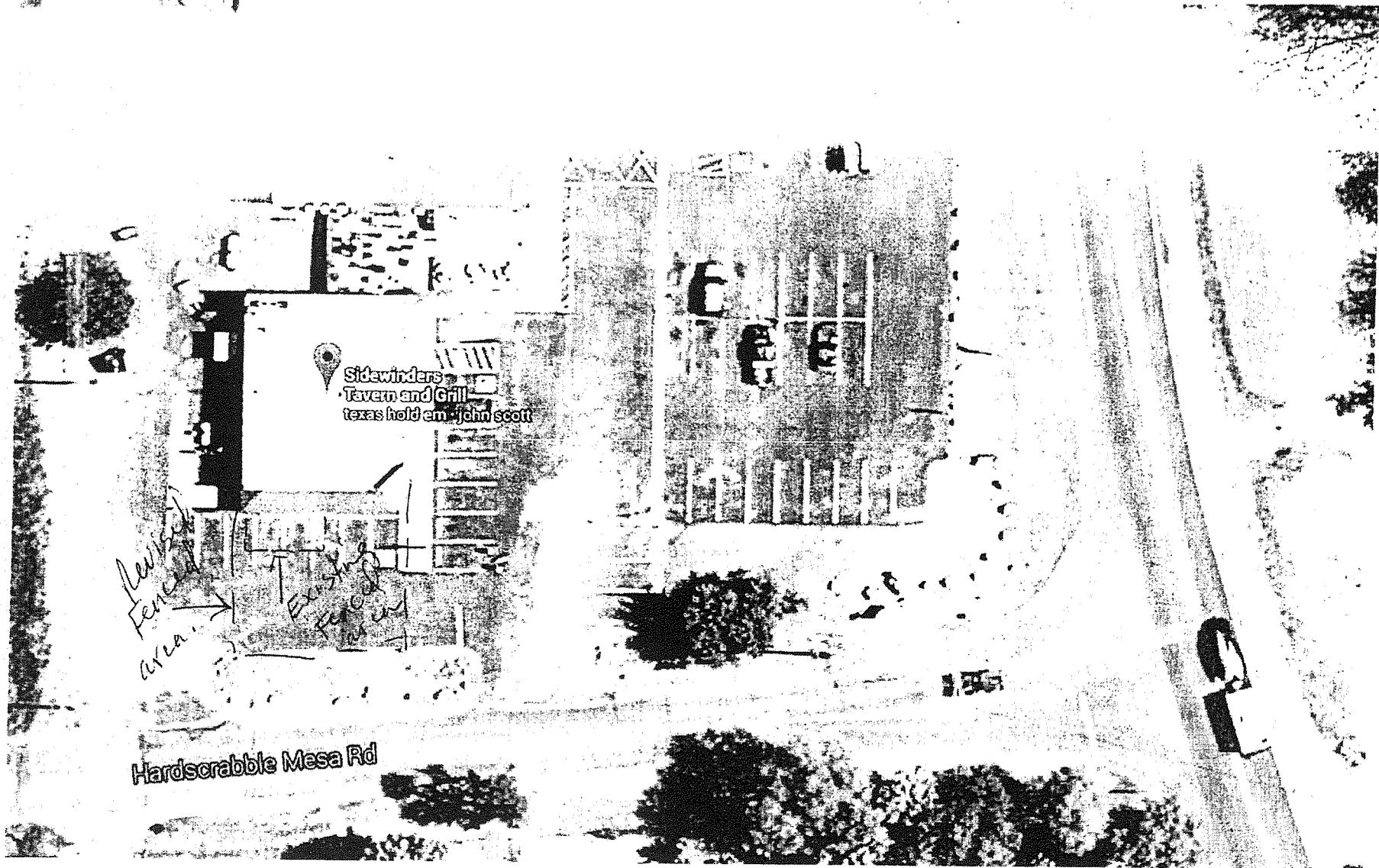
BUILDING

ENTRANCE/EXIT

EXIT- ACCESS ALWAYS LOCKS

WROUGHT IRON FENCE

*No more existing fence*



Sidewinders  
Tavern and Grill  
texas hold em. john scott

Newly  
Fenced  
Area →

Existing  
Fenced  
Area

Hardscrabble Mesa Rd



## INTEROFFICE MEMORANDUM

**DATE:** August 13, 2015  
**TO:** Scott Buzan, Chief Building Official, Community Development Division  
**FROM:** Laurie Kline, Deputy Clerk of the Board of Supervisors Department  
**SUBJECT:** APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

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Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Randy D. Nations to temporarily extend the liquor license service area on September 19, 2015, for a special event at the Sidewinders Tavern & Grill located in Pine, Arizona.

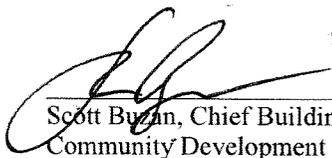
A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

\*\*\*\*\*

THIS ESTABLISHMENT DOES DOES NOT (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT.

  
\_\_\_\_\_  
Scott Buzan, Chief Building Official,  
Community Development Division

8/26/15  
Date

**ARF-3335**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

Meeting Date: 09/01/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Gila County Fair, Inc. Special Event Liquor License Application for September 17-20, 2015.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors Department has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This Charitable organization has completed the application properly and if the Board of Supervisors approves the application, the Gila County Fair, Inc. will have used 4 of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Gila County Fair, Inc. to serve liquor at an event to be held at the Gila County Fairgrounds in Globe on September 17-20, 2015.

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Attachments

GC Fair, Inc. Special Event Liquor License Application

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**Arizona Department of Liquor Licenses and Control**  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

<b>FOR DLIC USE ONLY</b>
Event Date(s):
Event time start/end:
CSR:
License:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Gila County Fair

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 46-4288515

**SECTION 3** The organization is a: (check one box only)

- Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No

\_\_\_\_\_  
 Name of Business License Number Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: Gila County Fairgrounds  
 Address of Location: 900 E. Fairgrounds Rd. Globe, AZ 85501  
Street City COUNTY State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GARlinghouse William Leon 10/09/46  
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 1138 Globe AZ 85502  
Street City State Zip

3. Applicant's home/cell phone: 928 812-0851 Applicant's business phone: ( ) \_\_\_\_\_

4. Applicant's email address: RASCALANDPITA1@YAHOO.COM

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? \_\_\_\_\_  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name GILA COUNTY FAIR Percentage: 100

Address \_\_\_\_\_  
Street City State Zip

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police \_\_\_\_\_ Number of Security Personnel \_\_\_\_\_  Fencing  Barriers

Explanation: Current 3 Temporary fencing 7 barricades

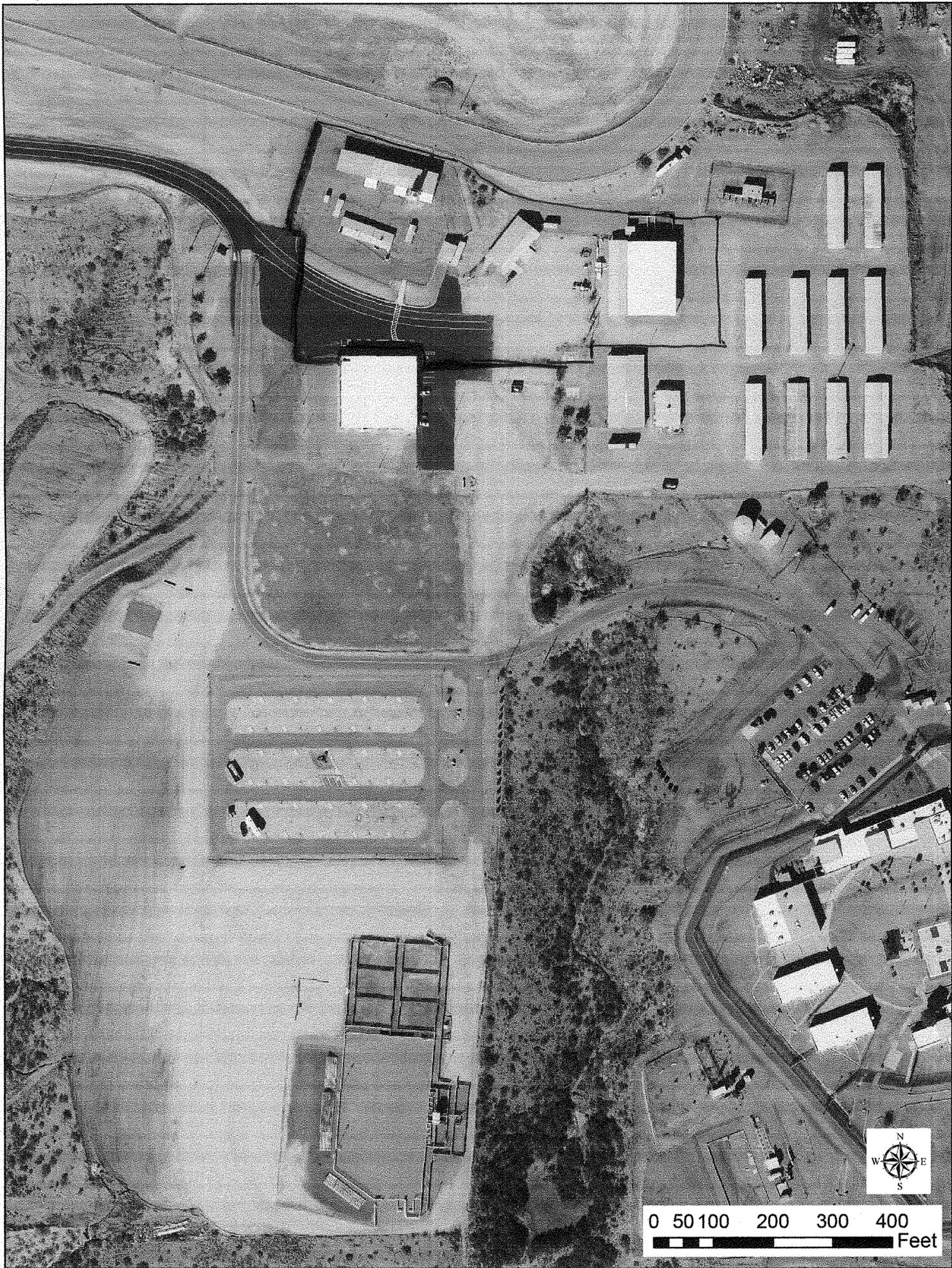
**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9/17/15</u>	<u>THURSDAY</u>	<u>12 NOON</u>	<u>11PM</u>
DAY 2:	<u>9/18/15</u>	<u>FRIDAY</u>	<u>11AM</u>	<u>11PM</u>
DAY 3:	<u>9/19/15</u>	<u>SATURDAY</u>	<u>11AM</u>	<u>12PM</u>
DAY 4:	<u>9/20/15</u>	<u>SUNDAY</u>	<u>11 AM</u>	<u>4PM</u>
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

N↑

See attached  
map.



0 50 100 200 300 400 Feet

**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

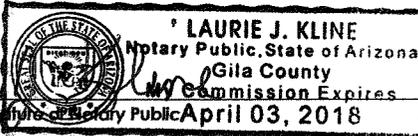
I, William Leon Garlinghouse (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X William Leon Garlinghouse (Signature) Secretary (Title/ Position) 8/20/15 (Date) 928-812-0851 (Phone #)

The foregoing instrument was acknowledged before me this 20<sup>th</sup> (Day) August (Month) 2015 (Year)

State Arizona County of Gila

My Commission Expires on: April 3, 2018 (Date)

Laurie J. Kline (Signature)  LAURIE J. KLINE  
Notary Public, State of Arizona  
Gila County  
My Commission Expires April 03, 2018

**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, William Leon Garlinghouse (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X William Leon Garlinghouse (Signature) Secretary (Title/ Position) 8/20/15 (Date) 928-812-0851 (Phone #)

The foregoing instrument was acknowledged before me this 20<sup>th</sup> (Day) August (Month) 2015 (Year)

State Arizona County of Gila

My Commission Expires on: April 3, 2018 (Date)

Laurie J. Kline (Signature)  LAURIE J. KLINE  
Notary Public, State of Arizona  
Gila County  
My Commission Expires April 03, 2018

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, Michael A. Pastor, Chairman BOS (Government Official) (Title) recommend  APPROVAL  DISAPPROVAL

on behalf of Gila County (City, Town, County) 9-1-15 (Date) 928-425-3231 (Phone #)

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

**ARF-3304**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** July 2015

**Submitted For:** Jesse Bolinger, Justice of the Peace-Globe Region

**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 July 2015.

**Suggested Motion**

Acknowledgment of the July 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Globe Regional Justice Court Monthly Report

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JULY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL	5% FILL THE	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZOPRF		STATE	\$ 174.45	\$ 8.73	\$ 165.72
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 141.14	\$ 7.06	\$ 134.08
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 57.50	\$ 2.88	\$ 54.62
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,532.19	\$ -	\$ 2,532.19
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,398.81	\$ -	\$ 1,398.81
Game and Fish - Wildlife	ZGF		STATE	\$ 10.92	\$ 0.55	\$ 10.37
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,091.10	\$ 54.56	\$ 1,036.54
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	\$ 120.37	\$ 6.02	\$ 114.35
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,821.00	\$ 81.05	\$ 1,539.95
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 46.72	\$ 2.34	\$ 44.38
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 54.63	\$ 2.74	\$ 51.89
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 2.87	\$ 0.15	\$ 2.72
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,506.98	\$ -	\$ 1,506.98
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 7,155.55	\$ 357.78	\$ 6,797.77
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,120.00	\$ 56.00	\$ 1,064.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 841.53	\$ 42.08	\$ 799.45
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 21.01	\$ 1.06	\$ 19.95
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 349.23	\$ 17.47	\$ 331.76
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483	\$ 21.59	\$ 1.08	\$ 20.51
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,126.25	\$ 56.32	\$ 1,069.93
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,770.70	\$ 738.54	\$ 14,032.16
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	\$ 1,034.73	\$ 51.74	\$ 982.99
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-486	\$ 1,350.94	\$ 67.55	\$ 1,283.39
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	\$ 643.93	\$ -	\$ 643.93
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 155.52	\$ -	\$ 155.52
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,199.28	\$ -	\$ 1,199.28
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 355.88	\$ 17.80	\$ 338.08
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-465	\$ 651.30	\$ -	\$ 651.30
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 101.01	\$ 5.06	\$ 95.95
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ -	\$ -	\$ -
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	\$ -	\$ -	\$ -
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 23.40	\$ 1.17	\$ 22.23
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 250.40	\$ 12.52	\$ 237.88
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 1,979.27	\$ 98.97	\$ 1,880.30
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,477.63	\$ 73.89	\$ 1,403.74
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 184.64	\$ 9.24	\$ 175.40
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 57.06	\$ 2.86	\$ 54.20
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 71.99	\$ 3.60	\$ 68.39
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 567.32	\$ 28.37	\$ 538.95
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 18.34	\$ 0.92	\$ 17.42
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	O953-2061	\$ 5.30	\$ 0.27	\$ 5.03
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 10.33	\$ 0.52	\$ 9.81
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 4.00	\$ 0.20	\$ 3.80
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ 0.54	\$ 0.03	\$ 0.51
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$ 4.00	\$ 0.20	\$ 3.80
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 23.37	\$ 1.17	\$ 22.20
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-483	\$ 408.82	\$ 20.45	\$ 388.37
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 2,134.63	\$ 106.74	\$ 2,027.89
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 132.11	\$ 6.61	\$ 125.50
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,824.48	\$ 191.22	\$ 3,633.26
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 33.92	\$ 1.70	\$ 32.22
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 98.89	\$ -	\$ 98.89
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-486	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 295.67	\$ 14.79	\$ 280.88
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 51,263.24</b>	<b>\$ 2,154.00</b>	<b>\$ 49,109.24</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 49,109.24</b>
				<b>TOTAL RESTITUTION RECEIVED</b>		<b>\$ 895.15</b>
				<b>TOTAL RECEIPTS THIS MONTH</b>		<b>\$ 52,158.39</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/4/2015	8891	\$ 6,986.63	ARIZONA STATE TREASURER
8/4/2015	8892	\$ 44,276.61	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 51,263.24</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 July, 2015.

Jesse E. Bolinger  
Justice of the Peace

Subscribed and Sworn to before me this 5<sup>th</sup> day of August, 2015.

Susan Lema Williams  
Notary Public

My Commission Expires: February 12, 2017

 SUSAN LEMAE WILLIAMS  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires  
February 12, 2017

*mm.*

*7/22*

**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: July, 2015**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$7,621.78</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$5,180.53</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$5,441.23</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$7,361.08</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.

**ARF-3329**

**Consent Agenda Item 5. G.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting** July 2015

**Period:**

**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 July 2015.

#### **Suggested Motion**

Acknowledgment of the July 2015 activity report submitted by the Payson Regional Justice of the Peace's Office.

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### **Attachments**

July 2015

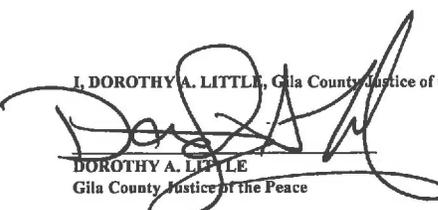
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PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JULY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0648000-000-000-2061-00	T848-2061	\$ 87.73	\$ 4.39	\$ 83.34
Arson Detection Reward Fund 41-2167D	ZADR	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004583	\$ 47.44	\$ -	\$ 47.44
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 72.37	\$ 3.63	\$ 69.04
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3400-30		\$ 3.83	\$ 0.19	\$ 3.64
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 864.46	\$ -	\$ 864.46
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 4,062.68	\$ 203.13	\$ 3,859.55
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,080.00	\$ 154.00	\$ 2,926.00
DNA State Surcharge 3% 12-116 01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 520.49	\$ 26.02	\$ 494.47
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 656.60	\$ 32.33	\$ 623.86
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,857.34	\$ 92.87	\$ 1,764.47
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4631	\$ 7,645.67	\$ 382.28	\$ 7,263.39
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 605.00	\$ 30.25	\$ 574.75
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 15.28	\$ 0.76	\$ 14.52
Extra DUI Assessment \$500	ZGFUDU	0912000-000-000-2061-00	T912-2061	\$ 210.07	\$ 10.50	\$ 199.57
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 321.57	\$ -	\$ 321.57
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 292.09	\$ 14.60	\$ 277.49
Judicial Collection Enhancement \$13	ZJCS	0618000-000-000-2061-00	T618-2061	\$ 597.19	\$ -	\$ 597.19
Judicial Collection Enhancement %PC	ZJCSF	0640000-000-000-2061-00	T640-2061	\$ 668.78	\$ 33.44	\$ 635.32
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 831.50	\$ -	\$ 831.50
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,109.39	\$ 55.47	\$ 1,053.92
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,123.71	\$ 56.19	\$ 1,067.52
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,209.08	\$ 60.45	\$ 1,148.63
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 151.12	\$ 7.56	\$ 143.56
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 11.03	\$ 0.55	\$ 10.48
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 88.94	\$ 4.45	\$ 84.49
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 501.49	\$ 25.07	\$ 476.42
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		\$ 1.62	\$ 0.08	\$ 1.54
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ 0.82	\$ 0.04	\$ 0.76
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.70	\$ 0.04	\$ 0.66
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 9.83	\$ 0.49	\$ 9.34
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 75.00	\$ 3.75	\$ 71.25
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 14.89	\$ 0.74	\$ 14.15
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,959.90	\$ 148.00	\$ 2,811.90
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 16.63	\$ 0.83	\$ 15.80
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 593.06	\$ 29.65	\$ 563.41
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X15201301004777	\$ 756.05	\$ -	\$ 756.05
Reimbursement to Superior Court 40%	ZFREIM	4574000-333-000-3400-16	X226333004864	\$ 504.02	\$ -	\$ 504.02
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0633000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA			\$ 272.73	\$ 13.64	\$ 259.09
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 80.00	\$ 4.00	\$ 76.00
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 227.91	\$ 11.40	\$ 216.51
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 184.77	\$ 9.24	\$ 175.53
DUI Abatement	ZDUJA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 76.51	\$ 3.83	\$ 72.08
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 938.96	\$ -	\$ 938.96
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 519.79	\$ -	\$ 519.79
Game and Fish - Wildlife	ZGF		STATE	\$ 40.87	\$ 2.04	\$ 38.63
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 643.15	\$ 32.16	\$ 610.99
Registrar of Contractors	ZRCA		STATE	\$ 205.56	\$ 10.28	\$ 195.30
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 112.51	\$ 5.63	\$ 106.88
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 213.18	\$ -	\$ 213.18
HURF - to Sheriff's Office 26-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 223.15	\$ 11.16	\$ 211.99
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 35,305.87</b>	<b>\$ 1,485.63</b>	<b>\$ 33,820.24</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/4/15	5455	\$ 32,006.21	GILA COUNTY TREASURER
	5456	\$ 2,874.49	ARIZONA STATE TREASURER
	5457	\$ 213.18	GILA COUNTY BAD CHECK PROGRAM
	5458	\$ 211.99	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 35,305.87</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 JULY, 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: July 2015

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	126	3	177	306
Filed	15	1	44	60
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>141</b>	<b>4</b>	<b>221</b>	<b>366</b>
Transferred Out	0	0	0	0
Other Terminations	15	2	29	46
<b>TOTAL TERMINATIONS</b>	<b>15</b>	<b>2</b>	<b>29</b>	<b>46</b>
Statistical Correction	0	0	0	0
Pending End of Month	126	2	192	320

\*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
210	2	0	212	0	1	1	0	211

**\*\*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: 0 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
451	272	0	723	1	13	233	247	0	476

Civil Traffic Hearings Held: 5

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	76	Trans In	0	TOTAL
				76

**LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT**

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2015

<b>MISDEMEANOR</b>									
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)	596	42	0	638	1	63	64	0	574
Failure to Appear (Non-Traffic)	47	0	0	47	0	0	0	0	47
<b>TOTAL</b>	<b>643</b>	<b>42</b>	<b>0</b>	<b>685</b>	<b>1</b>	<b>63</b>	<b>64</b>	<b>0</b>	<b>621</b>

**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)	
	32	13	0	45	0	13	13	0	32

Felony Preliminary Hearings Held: **0**      Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **148**

**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>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2015

CIVIL COMPLAINTS				
	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	33	4	199	236
Filed	2	6	42	50
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>35</b>	<b>10</b>	<b>241</b>	<b>286</b>
Transferred Out	0	0	0	0
Other Terminations	4	6	31	41
<b>TOTAL TERMINATIONS</b>	<b>4</b>	<b>6</b>	<b>31</b>	<b>41</b>
Statistical Correction	0	0	0	0
Pending End of Month	31	4	210	245

Small Claims Hearings Held/Defaults:	1	Civil Court Trials Held:	5
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	8	1	9
Harassment	13	11	2	13

### HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection:	11	Injunction Against:	2
----------------------	----	---------------------	---

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	1
Juvenile Hearings Held:	0	Search Warrants Issued:	12

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

July 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	127
Serious Violations	4
All Other Violations	408
<b>TRAFFIC TOTAL</b>	<b>539</b>

CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	511
<b>CRIMINAL TOTAL</b>	<b>549</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

8-14-15  
Date of Preparation

**ARF-3322**

**Consent Agenda Item**

**5. H.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** July 2015

**Submitted For:** Colt White, Payson Regional Constable

**Submitted By:** Michelle Keegan, Constable Clerk, Constable - Payson Regional

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**Information**

**Subject**

Payson Regional Constable's Office monthly report for July 2015.

**Suggested Motion**

Acknowledgment of the July 2015 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report for July 2015

---

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

## July 2015 MONTHLY REPORT

### TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

August 3, 2015

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

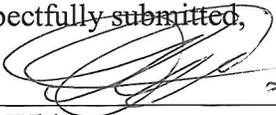
**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **July, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **114** papers for service
- ◆ Drove a total of **878** miles
- ◆ Collected a total of **\$1,345.00** as follows:

• Check Total	\$970.00
• Cash Total	<u>\$375.00</u>
• Total Deposited	\$1,345.00
• Less Writ Fee (4 @ \$5.00/each) Collected (Check #2397/Treasurer's Receipt #98418)	<u>(\$ 20.00)</u>
• Paid to General Fund (Check #2398/Treasurer's Receipt #98419)	\$1,325.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<b><u>\$2,200.00</u></b>

Respectfully submitted,

  
\_\_\_\_\_  
Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2015-2016**

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	\$1,345.00	\$875.00	\$2,220.00
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
<b>YEAR TOTAL:</b>	114	878	\$1,345.00	\$875.00	\$2,220.00



# Payson Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Begay, Paige Reanne	1507PR027	07/09/15	596	40.00
				-----
				<b>40.00</b>
Cirac, Barbara Jean	1507PR017	07/06/15	591	77.00
				-----
				<b>77.00</b>
Crosby & Gladner PC,	1507PR041	07/16/15	603	40.00
				-----
				<b>40.00</b>
DL Investigations & Att Supt,	1507PR030	07/10/15	597	40.00
	1507PR031	07/10/15	598	16.00
	1507PR031	07/10/15	599	8.00
	1507PR032	07/10/15	600	40.00
				-----
				<b>104.00</b>
Dotson, Heather Renee	1507PR036	07/14/15	602	74.00
				-----
				<b>74.00</b>
Garmo & Garmo Attorneys at Law,	1507PR042	07/16/15	604	40.00
				-----
				<b>40.00</b>
Integrity Attorney Services,	1507PR066	07/22/15	611	40.00
	1507PR067	07/22/15	612	24.00
	1507PR068	07/22/15	613	24.00
				-----
				<b>88.00</b>
JJL Process Corp,	1507PR092	07/27/15	615	64.00
				-----
				<b>64.00</b>
Jennings Haug & Cunningham LLP,	1507PR091	07/27/15	614	200.00
				-----
				<b>200.00</b>
Lloyd Law Group PLLC, Doris	1507PR051	07/16/15	605	40.00
				-----
				<b>40.00</b>

Moore, Melissa Lee	1507PR018	07/06/15	592	74.00
				-----
				<b>74.00</b>
Pierce, Dennis Leroy	1507PR035	07/13/15	601	48.00
	1507PR108	07/30/15	618	48.00
				-----
				<b>96.00</b>
Prudential Arizona Realty,	1507PR062	07/21/15	609	48.00
	1507PR063	07/21/15	610	48.00
				-----
				<b>96.00</b>
Rowe, Benjamin Lonnis	1507PR052	07/17/15	606	40.00
				-----
				<b>40.00</b>
Sheehan, Steven Lee	1507PR058	07/20/15	608	40.00
				-----
				<b>40.00</b>
Track Down Inc,	1506PR009	07/30/15	619	3.00
				-----
				<b>3.00</b>
Wagenhals, Brian Jay	1507PR026	07/09/15	595	40.00
				-----
				<b>40.00</b>
Williams Zinman & Parham PC,	1507PR014	07/02/15	590	77.00
	1507PR057	07/20/15	607	48.00
				-----
				<b>125.00</b>
Wilson, Sadie Beth	1507PR019	07/07/15	593	40.00
	1507PR020	07/07/15	594	24.00
				-----
				<b>64.00</b>
				-----
				<b>1345.00</b>
	<b>Total Cash</b>			
	<b>Received:</b>			

**Report Includes:**

All transaction dates between `07/01/15` and `07/31/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Payson Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	1	1	100.00	0	0.00	0	0.00
Criminal Subpoena	49	4	8.16	41	83.67	4	8.16
Civil Summons	10	0	0.00	9	90.00	1	10.00
Divorce Packet	2	0	0.00	1	50.00	1	50.00
Hearing Order on IAH	2	0	0.00	2	100.00	0	0.00
Hearing Order on OP	2	0	0.00	2	100.00	0	0.00
Injunction Against Harassment	12	0	0.00	12	100.00	0	0.00
Notice of Hearing	1	0	0.00	1	100.00	0	0.00
Notice to Appear, Petition	12	2	16.67	9	75.00	1	8.33
Order of Protection	8	0	0.00	8	100.00	0	0.00
Summons Forcible Detainer	5	0	0.00	5	100.00	0	0.00
Criminal Summons	6	1	16.67	4	66.67	1	16.67
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Writ of Special Execution	1	1	100.00	0	0.00	0	0.00
<b>Totals</b>	<b>114</b>	<b>9</b>	<b>7.89</b>	<b>97</b>	<b>85.09</b>	<b>8</b>	<b>7.02</b>

### Report Includes:

All receive dates between `00:00:00 07/01/15` and `23:59:59 07/31/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



# Payson Regional Constable's Office

## Civil Process Service Attempts Summary

---

**To Be Served:** AGNES, CONNIE L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
423 N VALLEY RD, Star Valley	White, C	Connie Agnes	YES

**Time/Date:** 15:07:00 07/13/15

---

**To Be Served:** Antich, Jeff

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 W RED BARON RD; FRITO LAY, Payson	White, C	Jeff Antich	YES

**Time/Date:** 11:13:00 07/29/15

---

**To Be Served:** Antich, Jim

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 W RED BARON RD; FRITO LAY, Payson	White, C	Jim Anthich	YES

**Time/Date:** 11:13:00 07/29/15

---

**To Be Served:** Bennett, Bradley J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES

**Time/Date:** 11:28:00 07/08/15

---

**To Be Served:** Biersack-Larned, Diane L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4405 N MOGOLLON DR, Pine	White, C	Diane L Larned	YES

**Time/Date:** 11:24:00 07/13/15

---

**To Be Served:** Bossert, Kelsey

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Havey, M T	Kelsey Bossert	YES

---

**Time/Date:** 13:07:00 07/19/15

---

**To Be Served:** Brassick, Casey L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
402 S COLCORD RD, Payson	White, C		NO

**Time/Date:** 11:35:00 07/21/15

410 S MARIPOSA ST, Payson	White, C		NO
---------------------------	----------	--	----

**Time/Date:** 11:44:00 07/21/15

803 W RIM VIEW RD; Unit WW, Payson	Michelle Keegan		NO
------------------------------------	-----------------	--	----

**Time/Date:** 08:15:00 07/23/15

803 W RIM VIEW RD; Unit WW, Payson	Michelle Keegan		NO
------------------------------------	-----------------	--	----

**Time/Date:** 08:17:00 07/23/15

803 W RIM VIEW RD; Unit WW, Payson	Michelle Keegan		NO
------------------------------------	-----------------	--	----

**Time/Date:** 14:46:00 07/23/15

404 S COLCORD RD, Payson	White, C	Casey Lynn Brassick	YES
--------------------------	----------	---------------------	-----

**Time/Date:** 15:13:00 07/23/15

---

**To Be Served:** Brunson Bros Construction

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
124 S LION SPRINGS RD, Star Valley	White, C		NO

**Time/Date:** 09:15:00 07/29/15

1108 N ALYSSA CIR, Payson	White, C		NO
---------------------------	----------	--	----

**Time/Date:** 09:45:00 07/29/15

1108 N ALYSSA CIR, Payson	White, C	Mark Brunson	YES
---------------------------	----------	--------------	-----

**Time/Date:** 10:05:00 07/29/15

---

**To Be Served:** Cadwell, Josh

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 09:50:00 07/07/15

303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
-------------------------------	----------	---------------	-----

**Time/Date:** 11:16:00 07/27/15

---

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Denice Camp	YES
<b>Time/Date:</b> 16:30:00 07/23/15			

**To Be Served:** Camp, Denice M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Denice Marie Camp	YES
<b>Time/Date:</b> 16:30:00 07/23/15			

**To Be Served:** Carey, Frank L. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W BONITA ST, Payson	White, C	Frank L Carey III	YES
<b>Time/Date:</b> 11:53:00 07/08/15			

**To Be Served:** Carollo, Elizabeth A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 E Main Street #203, Payson	White, C		NO
<b>Time/Date:</b> 11:47:52 07/15/15			

**To Be Served:** Chlarson, Marie A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1014 S ASH ST, Payson	White, C	Jacquelyn Dillman	YES
<b>Time/Date:</b> 10:49:00 07/22/15			

**To Be Served:** Christenson, Michaeline K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
119 Chuck Wagon Trail, Lot 155, Gisela, Payson	White, C	Jeremiah David Christenson	YES
<b>Time/Date:</b> 15:12:00 07/24/15			

**To Be Served:** Corrigan, Joseph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

---

200 E MALIBU DR; Unit C-2, Payson	McClure, J		NO
<b>Time/Date:</b> 18:42:00 07/22/15			
200 E MALIBU DR; Unit C-2, Payson	White, C		NO
<b>Time/Date:</b> 15:50:00 07/23/15			
200 E MALIBU DR; Unit C-2, Payson	White, C		NO
<b>Time/Date:</b> 16:00:00 07/23/15			
200 E MALIBU DR; Unit C-2, Payson	White, C		NO
<b>Time/Date:</b> 11:30:00 07/24/15			
200 E MALIBU DR; Unit C-2, Payson	White, C		NO
<b>Time/Date:</b> 11:35:00 07/24/15			
200 E MALIBU DR; Unit C-2, Payson	White, C	Joseph Corrigan	YES
<b>Time/Date:</b> 11:34:00 07/27/15			

---

<b>To Be Served:</b> Craven, Horace M. Jr			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1304 N BEELINE HWY, Space #46, Payson	White, C	Horace Maxie Craven Jr	YES
<b>Time/Date:</b> 16:05:00 07/23/15			

---

<b>To Be Served:</b> Darlind, Charles			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
222 W AERO DR; unit A, Payson	White, C	Paul A Greene	YES
<b>Time/Date:</b> 10:13:00 07/14/15			

---

<b>To Be Served:</b> Davies, Jesse T.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
303 North Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 09:50:00 07/07/15			

---

<b>To Be Served:</b> Deaton, Justin			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 11:16:00 07/27/15			

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**To Be Served:** Dicus, Justin M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
606 N BEELINE HWY; CIRCLE K, Payson	White, C	Justin Dicus	YES
<b>Time/Date:</b> 15:02:00 07/27/15			
606 N BEELINE HWY; CIRCLE K, Payson	White, C	Justin Dicus	YES
<b>Time/Date:</b> 15:02:00 07/27/15			
301 S COLCORD RD, Payson	Cross, J		NO
<b>Time/Date:</b> 16:10:00 07/31/15			

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**To Be Served:** Dillman, Jacquelyn M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1014 S ASH ST, Payson	White, C	Jacquelyn Dillman	YES
<b>Time/Date:</b> 10:49:00 07/22/15			

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**To Be Served:** Dirks, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 15:02:00 07/16/15			

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**To Be Served:** Dotson, Nathan A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Nathan Alan Dotson	YES
<b>Time/Date:</b> 10:35:00 07/14/15			

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**To Be Served:** Driscoll, Heather M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2810 E PINEGATE CT, Payson	White, C		NO
<b>Time/Date:</b> 14:22:00 07/16/15			
2810 E PINEGATE CT, Payson	White, C	Heather M Driscoll	YES
<b>Time/Date:</b> 14:34:00 07/17/15			

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**To Be Served:** Dufriend, James

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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2407 W Palmer Drive, Payson	White, C	James DuFriend	YES
<b>Time/Date:</b> 15:45:00 07/22/15			

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**To Be Served:** Dugan, Fawn A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
739 S Tonto Creek Dr, Payson	White, C		NO
<b>Time/Date:</b> 11:26:00 07/07/15			
2000 N BEELINE HWY; HOME DEPOT, Payson	White, C	Fawn Dugan	YES
<b>Time/Date:</b> 11:40:00 07/07/15			

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**To Be Served:** Edgerton, Martha A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
202 S KOHLS RANCH LODGE RD; KOHLS RANCH, Payson	White, C		NO
<b>Time/Date:</b> 11:13:00 07/06/15			
202 S KOHLS RANCH LODGE RD; KOHLS RANCH, Payson	White, C	Martha Egarton	YES
<b>Time/Date:</b> 14:30:00 07/08/15			

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**To Be Served:** Eggert, Gary A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 16:20:00 07/13/15			

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**To Be Served:** Engler, Donald B. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 S Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 11:42:00 07/27/15			

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**To Be Served:** Erdman, Dennis A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S McLane #8, Payson	White, C		NO
<b>Time/Date:</b> 17:25:00 07/20/15			

1116 N BEELINE HWY; PAYSON MARKET PLACE, Payson White, C Dennis Alexander Erdman YES

**Time/Date:** 17:32:00 07/20/15

905 S McLane #8, Payson White, C Dennis Alexander Erdman YES

**Time/Date:** 15:23:00 07/23/15

**To Be Served:** Fields, Teelah A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1006 W SUMMIT ST, Payson	White, C		NO
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**Time/Date:** 10:29:00 07/07/15

1006 W SUMMIT ST, Payson	White, C		NO
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**Time/Date:** 10:30:00 07/07/15

1006 W SUMMIT ST, Payson	White, C		NO
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**Time/Date:** 09:30:00 07/08/15

1006 W SUMMIT ST, Payson	White, C		NO
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**Time/Date:** 13:55:00 07/09/15

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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16657 N AZ HIGHWAY 87, Payson	White, C	Krystal N Rodriguez	YES
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**Time/Date:** 16:20:00 07/16/15

**To Be Served:** Figueroa, Stacy R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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6198 W HARDSCRABBLE MESA RD, Pine	White, C	PSFD Clipboard	YES
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**Time/Date:** 11:02:00 07/08/15

**To Be Served:** Frost, Ashley L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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108 W MAIN ST, Payson	Jamie Garrett	Ashley L Frost	YES
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**Time/Date:** 14:45:00 07/17/15

**To Be Served:** Gastelo, Arthur SR

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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805 W Forest Drive, Payson	White, C	NO
<b>Time/Date:</b> 14:37:00 07/16/15		
805 W Forest Drive, Payson	White, C	NO
<b>Time/Date:</b> 14:45:00 07/16/15		
805 W Forest Drive, Payson	White, C	NO
<b>Time/Date:</b> 14:55:00 07/16/15		
805 W Forest Drive, Payson	White, C	NO
<b>Time/Date:</b> 11:43:00 07/17/15		

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**To Be Served:** Gendvilas, Nanette A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 W MAIN ST; unit 3, Payson	White, C	Nanette Austin Gendvilas	YES
<b>Time/Date:</b> 15:40:00 07/23/15			

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**To Be Served:** Gloudeman, Cheryl

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 W FRONTIER ST, Payson	White, C	Posted/Mailed	YES
<b>Time/Date:</b> 15:20:00 07/20/15			

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**To Be Served:** Greenberg, Alexander A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
716 N FOOTHILLS EAST CIR, Payson	White, C		NO
<b>Time/Date:</b> 12:01:00 07/22/15			
35 BIA 101 RD; SONIC, Payson	White, C	Alexander Anthony Greenberg	YES
<b>Time/Date:</b> 14:05:00 07/22/15			

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**To Be Served:** Gutierrez, Nathaniel A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
202 S KOHLS RANCH LODGE RD; KOHLS RANCH, Payson	White, C		NO
<b>Time/Date:</b> 15:06:00 07/08/15			
202 S KOHLS RANCH LODGE RD; KOHLS RANCH, Payson	White, C	Nathan Gutierrez	YES
<b>Time/Date:</b> 15:55:00 07/13/15			

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**To Be Served:** Hanse, Ronald G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 11:42:00 07/27/15			

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**To Be Served:** Harmsen, Jo D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1102 E. Ceder Ln., Payson	White, C	Jo Thompson	YES
<b>Time/Date:</b> 10:18:00 07/08/15			

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**To Be Served:** Harmsen, Tory

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1102 E. ceder Ln., Payson	Labonte, C	Tory Harmsen	YES
<b>Time/Date:</b> 19:00:00 07/07/15			

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**To Be Served:** Harrison, Cinnamon

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 S BEELINE HWY; BURGER KING, Payson	White, C	Cinnamon Harrison	YES
<b>Time/Date:</b> 12:15:00 07/27/15			

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**To Be Served:** Helms, James A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2407 W PALMER DR, Payson	White, C	James DuFriend	YES
<b>Time/Date:</b> 15:45:00 07/22/15			

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**To Be Served:** Hensley, Thoreina

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 09:50:00 07/06/15			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 16:20:00 07/13/15			

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To Be Served: Herrera, Charyice

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
912 S PONDEROSA ST; unit A, Payson	White, C	Charyice Herrera	YES
<b>Time/Date:</b> 10:31:00 07/06/15			

To Be Served: Hill, Casey A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 S Ponderosa, Payson	White, C	Posted/Mailed	YES
<b>Time/Date:</b> 12:28:00 07/21/15			

To Be Served: Hoffman, Yvette

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	White, C	Yvette Hoffman	YES
<b>Time/Date:</b> 15:32:00 07/17/15			

To Be Served: Hughes, Tatum N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E Garrels #B, Star Valley	White, C	Tatum Nicole Hughes	YES
<b>Time/Date:</b> 12:01:00 07/24/15			

To Be Served: Kite, Steven J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 14:40:00 07/22/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 10:47:00 07/23/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 14:48:00 07/24/15			

To Be Served: Kjellstrom, Benjamin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:07:00 07/07/15			

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**To Be Served:** Krombeen, Nathan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:07:00 07/07/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:07:00 07/07/15			

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**To Be Served:** Landers, Laina A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W FRONTIER ST; unit 7, Payson	Labonte, C	Laina A Landers	YES
<b>Time/Date:</b> 17:00:00 07/25/15			

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**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4405 Mogollon Drive / Box 2191, Pine	White, C	Diane L Larned	YES
<b>Time/Date:</b> 11:24:00 07/13/15			

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**To Be Served:** Linkey, Garth J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 16:36:00 07/17/15			

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**To Be Served:** McDonough, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 14:18:00 07/17/15			

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**To Be Served:** McNabb, Alexander W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6871 W BRADSHAW DR; lot 109, Pine	White, C		NO
<b>Time/Date:</b> 17:59:00 07/20/15			
6871 W BRADSHAW DR; lot 109, Pine	White, C		NO

**Time/Date:** 18:01:00 07/20/15  
 6871 W BRADSHAW DR; lot 109, Pine White, C Alexander William McNabb YES

**Time/Date:** 18:27:00 07/20/15

**To Be Served:** Montgomery, Steve

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES

**Time/Date:** 15:18:00 07/17/15

**To Be Served:** Moore, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
607 S COLCORD RD; unit D, Payson	White, C		NO

**Time/Date:** 16:05:00 07/06/15

714 S BEELINE HWY, Payson	White, C		NO
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**Time/Date:** 09:50:00 07/13/15

607 S COLCORD RD; unit D, Payson	White, C		NO
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**Time/Date:** 10:25:00 07/13/15

607 S COLCORD RD; unit D, Payson	White, C		NO
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**Time/Date:** 16:42:00 07/15/15

**To Be Served:** Niedermayer, John E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO

**Time/Date:** 14:10:00 07/16/15

480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO
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**Time/Date:** 15:25:00 07/16/15

480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO
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**Time/Date:** 14:00:00 07/17/15

480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO
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**Time/Date:** 16:16:00 07/20/15

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480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO
<b>Time/Date:</b> 17:00:00 07/20/15			
480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C		NO
<b>Time/Date:</b> 17:02:00 07/20/15			
480 S RAINBOW DR; HOUSTON CREEK MHP; Unit 24, Star Valley	White, C	John Edwin Niedermayer	YES
<b>Time/Date:</b> 10:24:00 07/21/15			

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**To Be Served:** Nudson, Thor

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 15:02:00 07/16/15			

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**To Be Served:** Owens, Justice M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 11:28:00 07/29/15			

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**To Be Served:** Owens, Michelle A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 11:28:00 07/29/15			

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**To Be Served:** Patrick Dufriend, Daren

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2407 W Palmer, Payson	White, C	James DuFriend	YES
<b>Time/Date:</b> 15:45:00 07/22/15			

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**To Be Served:** Patterson, Mary L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
809 N BLUE SPRUCE CIR, Payson	White, C	Mary Patterson	YES
<b>Time/Date:</b> 10:52:00 07/07/15			

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**To Be Served:** Pelovsky, Harvey F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Harvey Francis Pelovsky	YES
<b>Time/Date:</b> 10:38:00 07/14/15			
807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	Harvey Francis Pelovsky	YES
<b>Time/Date:</b> 10:38:00 07/14/15			

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**To Be Served:** Ralls, Tanner S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Olivarez, G T	Tanner Shane Ralls	YES
<b>Time/Date:</b> 10:10:00 07/21/15			

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**To Be Served:** Richard, Campbell

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:07:00 07/07/15			

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**To Be Served:** Richardson, David L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
215 W Aero Dr., Payson	Cross, J	Posted	YES
<b>Time/Date:</b> 18:42:00 07/30/15			

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**To Be Served:** Richmond, William B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
307 E BONITA ST; unit B, Payson	White, C		NO
<b>Time/Date:</b> 14:15:00 07/09/15			
307 E BONITA ST; unit B, Payson	White, C		NO
<b>Time/Date:</b> 14:15:00 07/09/15			
307 E BONITA ST; unit B, Payson	White, C		NO
<b>Time/Date:</b> 14:20:00 07/09/15			
307 E BONITA ST; unit B, Payson	White, C		NO

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**Time/Date:** 14:20:00 07/09/15  
 309 E BONITA ST; unit B, Payson White, C William Blake Richmond YES

**Time/Date:** 11:56:00 07/13/15  
 309 W BONITA ST; unit B, Payson White, C William Blake Richmond YES

**Time/Date:** 11:56:00 07/13/15

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**To Be Served:** Rim Country Health

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 W Longhorn Road, Payson	White, C	Harvey Francis Pelovsky	YES

**Time/Date:** 10:38:00 07/14/15

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**To Be Served:** Rodriguez, Krystal N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
448 S TONTO CREEK DR, Payson	White, C		NO
<b>Time/Date:</b> 15:55:00 07/15/15 16657 N AZ HIGHWAY 87, Payson	White, C	Krystal Nicole Rodriguez	YES

**Time/Date:** 16:20:00 07/15/15

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**To Be Served:** Samuels, Laura R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Chagolla, R	Laura Rene Samuels	YES

**Time/Date:** 12:11:00 07/10/15

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**To Be Served:** Santo, David C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
810 N Blue Spruce, Payson	White, C		NO
<b>Time/Date:</b> 11:01:00 07/07/15 701 E STHY 260; GIANT, Payson	White, C	David Santo	YES

**Time/Date:** 11:15:00 07/07/15

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**To Be Served:** Sarnowski, Danielle M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
805 N Pinon Road, Payson	White, C		NO

**Time/Date:** 10:40:00 07/29/15  
 805 N Pinon Road, Payson White, C NO

**Time/Date:** 11:36:00 07/29/15  
 805 N Pinon Road, Star Valley White, C NO

**Time/Date:** 16:12:00 07/29/15

**To Be Served:** Sarnowski, David N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
805 N Pinon Rd, Star Valley	White, C		NO

**Time/Date:** 10:40:00 07/29/15  
 805 N Pinon Rd, Star Valley White, C NO

**Time/Date:** 11:36:00 07/29/15  
 805 N PINON RD, Star Valley White, C NO

**Time/Date:** 16:12:00 07/29/15

**To Be Served:** Sewell, Brandon C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6198 W HARDSCRABBLE MESA RD, Pine	White, C	PSFD Clipboard	YES

**Time/Date:** 11:02:00 07/08/15

**To Be Served:** Sheehan, Bridgette S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E Frontier St #39, Payson	White, C		NO

**Time/Date:** 10:15:00 07/06/15  
 703 E Frontier St #39, Payson White, C NO

**Time/Date:** 15:21:00 07/06/15  
 703 E Frontier St #39, Payson White, C NO

**Time/Date:** 15:55:00 07/06/15  
 703 E Frontier St #39, Payson White, C Vacant-Posted on Front Door YES

**Time/Date:** 09:48:00 07/08/15

**To Be Served:** Sochor, Mark S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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110 W Airport RD APT. 24, Payson	Labonte, C		NO
<b>Time/Date:</b> 19:20:00 07/21/15			
110 W Airport RD APT. 24, Payson	Labonte, C		NO
<b>Time/Date:</b> 19:20:00 07/21/15			
110 W Airport RD APT. 24, Payson	White, C	Mark Stephen Sochor	YES
<b>Time/Date:</b> 11:33:00 07/22/15			
110 W Airport RD APT. 24, Payson	White, C	Mark Stephen Sochor	YES
<b>Time/Date:</b> 11:33:00 07/22/15			

---

**To Be Served:** Spires, Barbara L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
455 S Hohokam, Tonto Basin	White, C	Barbara Spires	YES
<b>Time/Date:</b> 14:40:00 07/06/15			

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**To Be Served:** Spires, Rodney L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
455 Hohokam Ln/PO Box 1240, Tonto Basin	White, C	Rodney Spires	YES
<b>Time/Date:</b> 14:40:00 07/06/15			

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**To Be Served:** Stoner, Jessica M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
205 N Manzanita Dr, Payson	White, C	Joel Eric Esra	YES
<b>Time/Date:</b> 16:06:00 07/17/15			

---

**To Be Served:** Vega, Rome

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 S BEELINE HWY; BURGER KING, Payson	White, C	Rome Vega	YES
<b>Time/Date:</b> 12:15:00 07/27/15			

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**To Be Served:** Velez, Jessica

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
305 W MCKAMEY ST, Payson	White, C	Jessica Velez	YES
<b>Time/Date:</b> 16:42:00 07/23/15			

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**To Be Served:** Vigil, Edward M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8143 W FOSSIL CREEK RD; unit 3A, Strawberry	Cross, J		NO
<b>Time/Date:</b> 17:30:00 07/01/15			
8143 W FOSSIL CREEK RD; unit 3A, Strawberry	Michelle Keegan		NO
<b>Time/Date:</b> 10:51:00 07/02/15			
8143 W FOSSIL CREEK RD; unit 3A, Strawberry	Michelle Keegan		NO
<b>Time/Date:</b> 10:53:00 07/02/15			
1913 N GIBSON PEAK PL, Payson	Cross, J		NO
<b>Time/Date:</b> 18:00:00 07/02/15			
1913 N GIBSON PEAK PL, Payson	Cross, J		NO
<b>Time/Date:</b> 16:45:00 07/03/15			
1913 N GIBSON PEAK PL, Payson	Cross, J	Edward M Vigil	YES
<b>Time/Date:</b> 22:43:00 07/04/15			

---

**To Be Served:** Wagstaff, Sherman C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 W Wade Ln, Payson	White, C	Verbal promise to app by phone	YES
<b>Time/Date:</b> 10:00:00 07/30/15			

---

**To Be Served:** Young, Matthew

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
509 N DOUBLETREE CIR, Payson	White, C	Posted/Mailed	YES
<b>Time/Date:</b> 12:16:00 07/21/15			

---

**Report Includes:**

All dates between `00:00:00 07/01/15` and `23:59:59 07/31/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



## MILEAGE FOR THE MONTH

**July 2015**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
7/6	124			
7/7	30			
7/9	36			
7/13	89			
7/14	32			
7/15	53			
7/16	51			
7/17	36			
7/20	62			
7/21	44			
7/22	84			
7/23	32			
7/24	78			
7/27	37			
7/29	46			
7/30	44			
<b>DAYS</b>	<b>878</b>		<b>0</b>	

**Total Miles Driven By  
The Constable's Office**

**878**

**July**

**2015**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 8/3/15

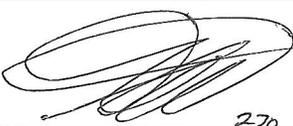
GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics Standards Training Board writ fees collected

Account Code	Revenue Description	Amount
T91162061	CESTD - writ fees collected July 2015 4 @ 5 <sup>00</sup> CK# 2397	20 00
		20 00



Authorized Signature \_\_\_\_\_ 270

Title PRCO # 324

**SUMMARY OF DEPOSIT**

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER 98418

**PAYSON CONSTABLE**  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2397  
91-527/1221 6128  
0703680454

DATE 8/3/15

PAY TO THE ORDER OF Gila County Treasurer \$ 20<sup>00</sup>

Twenty & NO/100'S DOLLARS

FOR writ fees - July \_\_\_\_\_ 270

MP

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

⑈0000002397⑈ ⑆122105278⑆ 0703680454⑈





**ARF-3306**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** July 2015 and September 2014

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk, Constable - Globe Regional

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**Information**

**Subject**

Globe Regional Constable Office Monthly Reports for July 2015 and September 2014.

**Suggested Motion**

Acknowledgment of the July 2015 and September 2014 monthly activity reports submitted by the Globe Regional Constable's Office.

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**Attachments**

July 2015

September 2014

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RUBEN A. MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

Date: August 5, 2015  
To: Gila County Board of Supervisors  
From: Ruben A. Mancha Constable  
Re: Monthly Report

For the month of July 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: **673**

TOTAL MILES FOR MONTH **78**

Globe Constable assisted/other: Bailiff in **2** court  
hearings

The Deputy Constable assisted/other: Bailiff in **0** court  
hearings

Total Monies Collected for the Month **712.00**

FTP Monies Collect by Justice Court from Constable **1283.39**  
Warrant Letters

Warrant letters mailed **7**

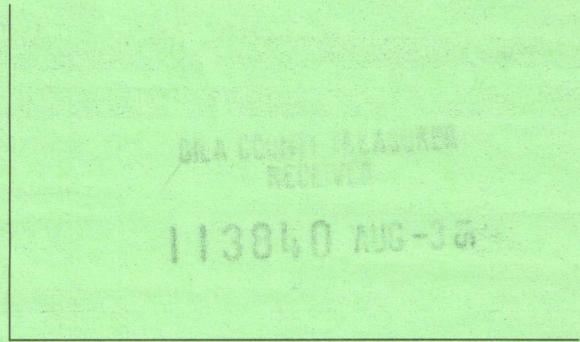
Respectfully submitted,

**Ruben A. Mancha**  
**GLOBE CONSTABLE**

# GILA COUNTY TREASURER'S RECEIPT

## GILA COUNTY, ARIZONA

DATE 8-1-15



CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Multiple Accounts FUND # \_\_\_\_\_

REMITTING AGENCY Maricopa Regional Constable Office

BILLING PERIOD July 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
T915 - -2061	CASH	CESTB Wind Fee	15 00
1005.321.3405.80	CASH	Service Fees	129 00
	836		64 00
	4211		48 00
	4776		40 00
	487		40 00
	197		48 00
	5765		40 00
	2353		120 00
	2351		40 00
	66057		64 00
	67283		64 00
			712 00

Preparer Signature: Kimberly Burt Title Constable Clerk  
 Approved Signature: Rob A. Mc Title Constable

**SUMMARY OF DEPOSIT**

Currency	144 -	
Coins		
Checks	568 -	
Total	712 -	

7120  
421

TREASURER By Power Date 8-3-15





# Gila County Globe Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	7	6	85.71	1	14.29	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of OP	2	0	0.00	2	100.00	0	0.00
Injunction Against Harassment	5	1	20.00	4	80.00	0	0.00
Notice to Appear; Petition	4	0	0.00	4	100.00	0	0.00
Order of Protection	2	1	50.00	1	50.00	0	0.00
Summons and Complaint	2	1	50.00	1	50.00	0	0.00
seven day notice	5	1	20.00	4	80.00	0	0.00
Subpoena Duces Tecum	36	1	2.78	33	91.67	2	5.56
Summons Forcible Detainer	6	0	0.00	6	100.00	0	0.00
Criminal Summons	4	0	0.00	2	50.00	2	50.00
Thirty Day Notice	1	0	0.00	1	100.00	0	0.00
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
<b>Totals</b>	<b>78</b>	<b>11</b>	<b>14.10</b>	<b>63</b>	<b>80.77</b>	<b>4</b>	<b>5.13</b>

### Report Includes:

All receive dates between `08:00:00 07/01/15` and `23:59:00 07/31/15`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Alonzo, Darlene

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
740 W SULLIVAN ST, Miami	Taylor, R C	J. Valenzuela	YES
<b>Time/Date:</b> 09:45:00 07/10/15			
740 W SULLIVAN ST, Miami	Taylor, R C	J. Valenzuela	YES
<b>Time/Date:</b> 09:45:00 07/10/15			

**To Be Served:** Barajas, Denise

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	A. Martinez	YES
<b>Time/Date:</b> 09:20:00 07/10/15			

**To Be Served:** Belarde, April M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
247 N Devaraux, Globe	Taylor, R C	April Belarde	YES
<b>Time/Date:</b> 11:15:00 07/20/15			

**To Be Served:** Beltran, Maria C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
187 S. Prospect, Miami	Taylor, R C	Maria Beltran	YES
<b>Time/Date:</b> 12:00:00 07/13/15			

**To Be Served:** Bowan, Kathy G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N Main #82, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 07/09/15			

**To Be Served:** Bowan, Richard K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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5900 N MAIN ST; unit 82, Globe

Taylor, R C

NO

**Time/Date:** 10:00:00 07/09/15**To Be Served:** Boyd, Michael**Service Attempt****Attempted By****Served On****Svd?**

175 N Pine St GPD, Globe

Taylor, R C

GPD Dispatch

YES

**Time/Date:** 09:30:00 07/27/15**To Be Served:** Bracamonte, Joseph P.**Service Attempt****Attempted By****Served On****Svd?**

130 W. Cedar, Globe

Taylor, R C

Joe Bracamonte

YES

**Time/Date:** 09:20:00 07/10/15**To Be Served:** Bracy, Charles D. Jr**Service Attempt****Attempted By****Served On****Svd?**

5800 S MAPLE LEAF ST, Claypool

Taylor, R C

Charles Bracy

YES

**Time/Date:** 09:50:00 07/31/15**To Be Served:** Bray, Chance A.**Service Attempt****Attempted By****Served On****Svd?**

5260 Malacite Lane, Globe

Taylor, R C

Clancy Bray

YES

**Time/Date:** 10:20:00 07/09/15**To Be Served:** Bray, Racheal D.**Service Attempt****Attempted By****Served On****Svd?**

5260 S Malacite Lane, Claypool

Taylor, R C

Clancy Bray

YES

**Time/Date:** 10:20:00 07/09/15**To Be Served:** Brown, David W. JR**Service Attempt****Attempted By****Served On****Svd?**

1100 E SOUTH ST, Globe

Taylor, R C

David William Brown Jr.

YES

**Time/Date:** 13:05:00 07/06/15**To Be Served:** Brundrett, Douglas

---

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Taylor, R C	A. martinez	YES
<b>Time/Date:</b> 10:10:00 07/15/15			

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**To Be Served:** Campos, Michelle

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 S CHERRY FLATS RD; unit 31, Miami	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 07/10/15			

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**To Be Served:** Castro, Daniel H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
369 N Fourth Street, Globe	Taylor, R C	Dan Castro	YES
<b>Time/Date:</b> 10:05:00 07/24/15			

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**To Be Served:** Castro, Sanna

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
369 N FOURTH ST, Globe	Taylor, R C	Sanna Castro	YES
<b>Time/Date:</b> 09:35:00 07/24/15			

---

**To Be Served:** Charles, Keith E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	A. Warden	YES
<b>Time/Date:</b> 09:50:00 07/06/15			
1100 South Street, Globe	Taylor, R C	R. holiday	YES
<b>Time/Date:</b> 09:50:00 07/15/15			

---

**To Be Served:** Cluster, Chelsea M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 87, Globe	Taylor, R C	Chelsea Cluster	YES
<b>Time/Date:</b> 11:55:00 07/20/15			

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**To Be Served:** Crockett, Jerad D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1100 E SOUTH ST, Globe  
 Jerad Crockett YES  
**Time/Date:** 15:53:00 07/07/15

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**To Be Served:** DeHerrera, Albert A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Albert Deherrera	YES
<b>Time/Date:</b> 11:00:00 07/15/15			

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**To Be Served:** Dodd, Virgil

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	A. Warden	YES
<b>Time/Date:</b> 09:50:00 07/06/15			
1100 South St, Globe	Taylor, R C	R. Holiday	YES
<b>Time/Date:</b> 09:50:00 07/15/15			

---

**To Be Served:** Enfield, Chelsea R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP, Globe	Taylor, R C	Chelsea Enfield	YES
<b>Time/Date:</b> 09:15:00 07/07/15			

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**To Be Served:** Ferrel Jr, George

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
741 E MONROE ST, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:55:00 07/20/15			

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**To Be Served:** Folau, Oulono

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	R. Holiday	YES
<b>Time/Date:</b> 09:15:00 07/10/15			

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**To Be Served:** Freeman, Kathleen H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5788 McKinney Ave/Box 697, Globe	Taylor, R C	Kathleen Freeman	YES

**Time/Date:** 11:00:00 07/30/15

5788 McKinney Ave/Box 697, Globe Taylor, R C Kathleen Freeman YES

**Time/Date:** 11:00:00 07/30/15

5788 McKinney Ave/Box 697, Globe Taylor, R C Kathleen Freeman YES

**Time/Date:** 11:00:00 07/30/15

5788 McKinney Ave/Box 697, Globe Taylor, R C Kathleen Freeman YES

**Time/Date:** 11:00:00 07/30/15

**To Be Served:** Globe High School

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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473 S HIGH ST, Globe	Taylor, R C	Noelle Anderson	YES
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**Time/Date:** 10:25:00 07/14/15

**To Be Served:** Gonzales, Jacob

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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300 S CHERRY FLATS RD, Miami	Taylor, R C		NO
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**Time/Date:** 10:00:00 07/10/15

**To Be Served:** Hanon, Denise M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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5443 E PINAL CANYON DR, Globe	Taylor, R C		NO
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**Time/Date:** 10:30:00 07/08/15

5443 E PINAL CANYON DR, Globe	Taylor, R C		NO
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**Time/Date:** 11:25:00 07/08/15

5443 E PINAL CANYON DR, Globe	Taylor, R C		NO
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**Time/Date:** 12:40:00 07/08/15

5443 E PINAL CANYON DR, Globe	Mancha, R A		NO
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**Time/Date:** 16:22:00 07/08/15

5443 E PINAL CANYON DR, Globe	Mancha, R A	Denise Michelle Hanon	YES
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**Time/Date:** 16:40:00 07/08/15

**To Be Served:** Hansen, S B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

DPS Officer, Globe	Taylor, R C	M. Sneazy	YES
<b>Time/Date:</b> 09:30:00 07/29/15			
<b>To Be Served:</b> Hartman, Dustin J.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
4328 E LOCOMOTIVE DR, Claypool	Taylor, R C	Dustin Hartman	YES
<b>Time/Date:</b> 11:45:00 07/10/15			
<b>To Be Served:</b> Higginbotham, Tai K.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
746 W MERRITT ST, Miami	Taylor, R C	Tia Higginbotham	YES
<b>Time/Date:</b> 10:30:00 07/10/15			
<b>To Be Served:</b> Hill, Mike			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St GCSO, Globe	Taylor, R C	Misty Allinson	YES
<b>Time/Date:</b> 10:05:00 07/14/15			
<b>To Be Served:</b> Irenes Real Mexican Food			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1623 E Ash Street, Globe	Taylor, R C	Rita Reichelt	YES
<b>Time/Date:</b> 10:45:00 07/20/15			
<b>To Be Served:</b> Jones, Debra K.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 E SOUTH ST, Globe	Taylor, R C	Debra Kay Jones	YES
<b>Time/Date:</b> 10:55:00 07/23/15			
<b>To Be Served:</b> Kell, Chris			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1220 E SKYLINE DR, Globe	Taylor, R C	Posted and Certified mailed	YES
<b>Time/Date:</b> 10:00:00 07/17/15			
1220 E SKYLINE DR, Globe	Taylor, R C	Chris Kell	YES

---

**Time/Date:** 13:44:00 07/30/15

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**To Be Served:** Kell, David

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1220 E SKYLINE DR, Globe	Taylor, R C	posted and Certified Mailed	YES
<b>Time/Date:</b> 10:00:00 07/17/15			
1220 E SKYLINE DR, Globe	Taylor, R C	David Kell	YES
<b>Time/Date:</b> 13:44:00 07/30/15			

---

**To Be Served:** Kishbaugh, Charles J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1127 Walliman-Box 960, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:50:00 07/28/15			
1127 Walliman-Box 960, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:30:00 07/29/15			
1127 Walliman-Box 960, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:05:00 07/30/15			
1127 Walliman-Box 960, Globe	Taylor, R C	Charles Kishbaugh	YES
<b>Time/Date:</b> 09:25:00 07/31/15			

---

**To Be Served:** Lopez, Israel R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; Unit 39, Taylor, R C Globe		Israel Lopez	YES
<b>Time/Date:</b> 09:05:00 07/07/15			

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**To Be Served:** McGaha, Brian C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Cyn #30, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:00:00 07/07/15			
8958 S Six Shooter Cyn #30, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:00:00 07/08/15			
1390 E ASH ST; JACK N THE BOX, Globe	Mancha, R A		NO

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**Time/Date:** 15:39:00 07/08/15

8958 S Six Shooter Cyn #30, Globe

Mancha, R A

Brian Curtis McGaha

YES

**Time/Date:** 15:48:00 07/08/15

---

**To Be Served:** McGill, Sean D.

**Service Attempt****Attempted By****Served On****Svd?**

300 s Chery Flats Rd SPC 27, Miami

Taylor, R C

Sean McGill

YES

**Time/Date:** 10:05:00 07/10/15

---

**To Be Served:** McGuire, Edward

**Service Attempt****Attempted By****Served On****Svd?**

175 N PINE ST, Gobe

Taylor, R C

A. Martinez

YES

**Time/Date:** 09:20:00 07/10/15

---

**To Be Served:** Melford, Carl W.

**Service Attempt****Attempted By****Served On****Svd?**

Globe PD 175 N Pine St, Globe

Taylor, R C

B. McCreary

YES

**Time/Date:** 10:50:00 07/30/15

---

**To Be Served:** Owens, Richard G.

**Service Attempt****Attempted By****Served On****Svd?**

139 N FIRST ST, Globe

Taylor, R C

NO

**Time/Date:** 10:05:50 07/28/15

139 N FIRST ST, Globe

Taylor, R C

Richard Owens

YES

**Time/Date:** 11:05:42 07/28/15

---

**To Be Served:** Pena, Christopher

**Service Attempt****Attempted By****Served On****Svd?**

1100 E SOUTH ST, Globe

Taylor, R C

A. Warden

YES

**Time/Date:** 09:50:00 07/06/15

1100 South Street,

Taylor, R C

R. Holiday

YES

**Time/Date:** 09:50:00 07/15/15

---

**To Be Served:** Pena, Pedro

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS 1902 HWY 60/77, Globe <b>Time/Date:</b> 10:00:00 07/15/15	Taylor, R C	L. Hansen	YES
<b>To Be Served:</b> Preston, Spencer			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami Police Department, Miami <b>Time/Date:</b> 09:45:00 07/10/15	Taylor, R C	J. Valenzuela	YES
<b>To Be Served:</b> Purcella, Justin S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
615 W 2nd Ave, Miami <b>Time/Date:</b> 10:10:00 07/13/15	Taylor, R C	Justin Purcella	YES
<b>To Be Served:</b> Renteria, Helen M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5572 S MCKINNEY AVE, Globe <b>Time/Date:</b> 10:00:00 07/29/15	Taylor, R C	Helen Renteria	YES
<b>To Be Served:</b> Robertson, Sam			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1181 N GLOBE ST; unit A, Globe <b>Time/Date:</b> 09:55:00 07/24/15	Taylor, R C	Samuel Boyd Robertson	YES
<b>To Be Served:</b> Rodgers, Steven L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
299 South Altarest St, Miami <b>Time/Date:</b> 09:25:00 07/13/15	Taylor, R C	Steven Rodgers	YES
<b>To Be Served:</b> Rodriguez, Dan			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami PD, <b>Time/Date:</b> 09:45:00 07/10/15	Taylor, R C	J. Valenzuela	YES

---

**To Be Served:** Scott, David

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4481 Copper Street, Claypool	Taylor, R C		NO
<b>Time/Date:</b> 09:50:00 07/13/15			
432 Sunset Dr, Globe	Taylor, R C	David Scott	YES
<b>Time/Date:</b> 10:35:00 07/14/15			

---

**To Be Served:** Sirmons, Officer

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Globe	Taylor, R C	A. Martinez	YES
<b>Time/Date:</b> 09:20:00 07/10/15			

---

**To Be Served:** Steinke, Bonnie L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
948 N High Street, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:15:00 07/16/15			
1045 E HOOPES RD, Globe	Taylor, R C	Bonnie Stienke	YES
<b>Time/Date:</b> 11:30:00 07/16/15			

---

**To Be Served:** Sullivan, Michael W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7339 E Alamo Way, Globe	Taylor, R C	posted & Certified Mailed	YES
<b>Time/Date:</b> 10:45:00 07/09/15			

---

**To Be Served:** Trimble, Kalen R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St, Globe	Taylor, R C	A. Martinez	YES
<b>Time/Date:</b> 09:20:00 07/10/15			

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**To Be Served:** Tuttle, Alfonzo

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
708 W SULLIVAN ST, Miami	Taylor, R C	Alfonzo Tuttle	YES

---

**Time/Date:** 18:45:00 07/06/15

---

**To Be Served:** Tuttle, Brian Jr

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

3783 Jefferson Street #A, Claypool

Taylor, R C

Brian Tuttle

YES

**Time/Date:** 18:25:00 07/06/15

---

**To Be Served:** Vanoss, Patrick

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

8628 S SIX SHOOTER CANYON RD, Globe

Taylor, R C

Patrick Vanoss

YES

**Time/Date:** 08:09:12 07/23/15

---

**To Be Served:** Vanoss, Pierre C.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

8628 S Six Shooter Canyon Rd, Globe

Taylor, R C

Pierre Vanoss

YES

**Time/Date:** 09:00:00 07/23/15

---

**To Be Served:** Velasquez, April M.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

5687 S BURNHAM ST, Globe

Taylor, R C

April Velasquez

YES

**Time/Date:** 09:40:00 07/23/15

---

**To Be Served:** Winquest, Paul M.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

739 W KOFA PASS, Globe

Taylor, R C

Paul Winquest

YES

**Time/Date:** 13:02:00 07/27/15

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**Report Includes:**

All dates between '08:00:00 07/01/15' and '23:59:00 07/31/15', All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching 'GCCO', All dispositions

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JESSE E. BOLINGER  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

Date: October 30, 2014  
To: Gila County Board of Supervisors  
From: Jesse E. Bolinger Constable  
Re: Monthly Report

For the month of September 2014, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: 51

TOTAL MILES FOR MONTH 266

Globe Constable assisted/other: Bailiff in	0	court hearings
The Deputy Constable assisted/other: Bailiff in	0	court hearings
Total Monies Collected for the Month	<b>\$263.00</b>	

The Globe Constable attended	0	hours of training
The Deputy Constable attended	0	hours of training

Warrant letters mailed

Respectfully submitted,

**JESSE E. BOLINGER**  
**GLOBE CONSTABLE**



# Gila County Globe Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of OP	3	0	0.00	3	100.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	3	1	33.33	2	66.67	0	0.00
Order of Protection	4	2	50.00	2	50.00	0	0.00
Summons and Complaint	1	0	0.00	1	100.00	0	0.00
Subpoena Duces Tecum	29	3	10.34	22	75.86	4	13.79
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Criminal Summons	1	0	0.00	0	0.00	1	100.00
Thirty Day Notice	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	1	1	100.00	0	0.00	0	0.00
<b>Totals</b>	<b>51</b>	<b>7</b>	<b>13.73</b>	<b>39</b>	<b>76.47</b>	<b>5</b>	<b>9.80</b>

### Report Includes:

All receive dates between `08:00:00 09/01/14` and `23:59:00 09/30/14`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`



# Gila County Globe Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Muttart, Dora E	1409CO018	09/22/14	279	40.00
				-----
				<b>40.00</b>
Schell, Steve	1409CO019	09/22/14	280	48.00
	1409CO019	09/22/14	281	39.00
	1409CO020	09/23/14	282	40.00
	1409CO023	09/23/14	283	48.00
	1409CO024	09/23/14	284	48.00
				-----
				<b>223.00</b>
				-----
	<b>Total Cash Received:</b>			<b>263.00</b>

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### Report Includes:

All transaction dates between `09/01/14` and `09/30/14`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Anthony, Larry

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES
<b>Time/Date:</b> 10:30:00 09/19/14			

**To Be Served:** Barbee, Jay

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 N Broad St #56, Globe	Bolinger, J	Jay Barbee	YES
<b>Time/Date:</b> 11:25:00 09/30/14			

**To Be Served:** Barbee, Jody L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 N Broad St #56, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:25:00 09/30/14			
5900 N Main St #91, Globe	Bolinger, J	Jody Barbee	YES
<b>Time/Date:</b> 15:55:00 09/30/14			

**To Be Served:** Beaver, Larry J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
#5 Sotol Loop / Drawer H, Miami	Bolinger, J		NO
<b>Time/Date:</b> 11:40:00 09/23/14			
#5 Sotol Loop / Drawer H, Miami	Bolinger, J	Larry Beaver	YES
<b>Time/Date:</b> 11:55:00 09/23/14			

**To Be Served:** Beaver, Marilyn

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
#5 Soto Loop, Globe	Bolinger, J	Marilyn Beaver	YES
<b>Time/Date:</b> 12:35:00 09/24/14			

**To Be Served:** Begay, Kristin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1421 Montecito St #30, Globe	Bolinger, J	Kristin Begay	YES
<b>Time/Date:</b> 11:10:00 09/30/14			

**To Be Served:** Bradish, Jeremiah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N Mian St #90, Globe	Bolinger, J	Jeremiah Bradish	YES
<b>Time/Date:</b> 12:47:00 09/24/14			

**To Be Served:** Cluster, Richard

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter canyon #87, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:48:00 09/23/14			
8958 S Six Shooter canyon #87, Globe	Bolinger, J		NO
<b>Time/Date:</b> 15:30:00 09/24/14			
8958 S Six Shooter canyon #87, Globe	Bolinger, J		NO
<b>Time/Date:</b> 09:35:00 09/25/14			
8958 S Six Shooter canyon #87, Globe	Bolinger, J	Richard Cluster	YES
<b>Time/Date:</b> 13:45:00 09/25/14			

**To Be Served:** Cunningham, Scott D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7801 S. Six Shooter Cyn, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:40:00 09/15/14			
7801 S. Six Shooter Cyn, Globe	Bolinger, J		NO
<b>Time/Date:</b> 15:30:00 09/15/14			
Matlock Gas, Globe	Bolinger, J		NO
<b>Time/Date:</b> 15:35:00 09/15/14			
7801 S. Six Shooter Cyn, Globe	Rust, K		NO
<b>Time/Date:</b> 08:10:00 09/16/14			
7801 S. Six Shooter Cyn, Globe	Rust, K		NO
<b>Time/Date:</b> 12:13:00 09/16/14			

1400 E Ash St, Globe	Bolinger, J	Scott Cunningham	YES
<b>Time/Date:</b> 12:25:00 09/16/14			
<b>To Be Served:</b> Dalmolin, Deputy			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St, Globe	Bolinger, J	J. Fane	YES
<b>Time/Date:</b> 10:25:00 09/19/14			
<b>To Be Served:</b> Enders, Kristine R.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
2184 N ESCUDILLA DR #16, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:30:00 09/23/14			
2184 N ESCUDILLA DR #16, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:45:00 09/24/14			
2184 N ESCUDILLA DR #16, Globe	Rust, K		NO
<b>Time/Date:</b> 09:25:00 09/25/14			
2184 N ESCUDILLA DR #16, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:20:00 09/25/14			
<b>To Be Served:</b> Fant, Nevair			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Wells Fargo Bank wk, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:30:00 09/22/14			
Wells Fargo Bank wk, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:15:00 09/23/14			
Wells Fargo Bank wk, Globe	Bolinger, J		NO
<b>Time/Date:</b> 16:40:00 09/23/14			
Wells Fargo Bank wk, Globe	Bolinger, J	Nevair Fant	YES
<b>Time/Date:</b> 16:00:00 09/25/14			
<b>To Be Served:</b> Fish, Tim			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter Canyon #7, Globe	Bolinger, J	Tim Fish	YES

**Time/Date:** 12:35:00 09/23/14

**To Be Served:** Foglietti, Cheyenne V.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N Maiin St #90, Globe	Bolinger, J	Cheyenne Foglietti	YES

**Time/Date:** 12:47:00 09/24/14

**To Be Served:** Fuller, Cody

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5443 E Pinal Canyon Rd, Globe	Bolinger, J	Kail Fuller Brother	YES

**Time/Date:** 12:00:00 09/23/14

**To Be Served:** Garcia, David A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1290 E Cedar Street /540 Miami Rd Globe, Globe	Bolinger, J		NO

**Time/Date:** 10:53:03 09/25/14

1290 E Cedar Street /540 Miami Rd Globe, Globe	Bolinger, J		NO
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**Time/Date:** 10:54:17 09/25/14

**To Be Served:** Garcia, Marisella

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5573 S Central Dr, Globe	Bolinger, J	Victoria Garcia	YES

**Time/Date:** 11:30:00 09/16/14

**To Be Served:** Garcia, Nichole

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
603 Third Ave, Miami	Bolinger, J		NO

**Time/Date:** 12:10:00 09/25/14

603 Third Ave, Miami	Bolinger, J		NO
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**Time/Date:** 12:10:00 09/25/14

603 Third Ave, Miami	Bolinger, J		NO
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**Time/Date:** 10:30:00 09/26/14

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603 Third Ave, Miami	Bolinger, J		NO
<b>Time/Date:</b> 10:30:00 09/26/14			
603 Third Ave, Miami	Bolinger, J	Nichole Garcia	YES
<b>Time/Date:</b> 10:35:00 09/29/14			
603 Third Ave, Miami	Bolinger, J	Nichole Garcia	YES
<b>Time/Date:</b> 10:35:00 09/29/14			

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**To Be Served:** Garcia, Nicole M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
603 3rd Ave, Miami	Bolinger, J	Nichole Garcia	YES
<b>Time/Date:</b> 11:25:00 09/16/14			

---

**To Be Served:** Goode, Tammy J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
SP 66 Pueblo Hgts Mhp, Globe	Bolinger, J	Tammy Jo Goode	YES
<b>Time/Date:</b> 11:20:00 09/19/14			

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**To Be Served:** Guerrero, Jessie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
225 YUMA ST., Globe	Bolinger, J	Jessie Guerrero	YES
<b>Time/Date:</b> 13:20:00 09/25/14			

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**To Be Served:** Guerrero, Mario C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
225 Yuma Street, Globe	Bolinger, J		NO
<b>Time/Date:</b> 13:20:00 09/25/14			
225 Yuma Street, Globe	Bolinger, J	Mario Guerrero	YES
<b>Time/Date:</b> 10:15:00 09/26/14			

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**To Be Served:** Hall, J

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
CCMHP 8958 S Six Shooter Canyon #96 (mom), Globe	Bolinger, J	J. Hall	YES
<b>Time/Date:</b> 12:50:00 09/23/14			

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**To Be Served:** Heath, Stoney M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N Main St 171, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:55:00 09/18/14			
5900 N Main St 171, Globe	Bolinger, J		NO
<b>Time/Date:</b> 18:15:00 09/18/14			
5900 N Main St 177, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:45:00 09/22/14			
5900 N Main St 177, Globe	Bolinger, J		NO
<b>Time/Date:</b> 18:30:00 09/22/14			

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**To Be Served:** Inc, Hefram

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1696 Broad St, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:55:05 09/14/14			

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**To Be Served:** Jerry, Cecil

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Broad St #75, Globe	Bolinger, J	Posted and certified mailed	YES
<b>Time/Date:</b> 11:10:00 09/16/14			

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**To Be Served:** Lira, Joe T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
225 Jesse Hayes Rd, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:30:00 09/17/14			
225 Jesse Hayes Rd, Globe	Bolinger, J		NO
<b>Time/Date:</b> 18:40:00 09/17/14			
913 S Jesse Hayes Rd, Globe	Bolinger, J	Joe Lira	YES
<b>Time/Date:</b> 15:00:00 09/18/14			

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**To Be Served:** McCandles, Wayne

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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400 E Sycamore #2, Globe	Bolinger, J	Posted and Certified Mailed	YES
<b>Time/Date:</b> 10:45:00 09/19/14			
<b>To Be Served:</b> McGroarty, Chris			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St, Globe	Bolinger, J	J. Fane	YES
<b>Time/Date:</b> 11:35:00 09/25/14			
1100 South St, Globe	Bolinger, J	J. Fane	YES
<b>Time/Date:</b> 11:35:00 09/25/14			
<b>To Be Served:</b> Medina, Thomas			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
MPD 740 W Sullivan St, Miami	Bolinger, J	J. Valenzuela Dispatch	YES
<b>Time/Date:</b> 12:30:00 09/25/14			
MPD 740 W Sullivan St, Miami	Bolinger, J	J. Valenzuela Dispatch	YES
<b>Time/Date:</b> 12:30:00 09/25/14			
<b>To Be Served:</b> Melford, Carl W.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Globe PD 175 N Pine St, Globe	Bolinger, J	GPD Dispatch	YES
<b>Time/Date:</b> 12:25:00 09/24/14			
<b>To Be Served:</b> Myers, Katherine D.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
945 Cypress, Miami	Bolinger, J	Posted and Certified Mailed	YES
<b>Time/Date:</b> 11:10:00 09/16/14			
<b>To Be Served:</b> Pena, Christopher			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South Street,	Bolinger, J	J. Fane	YES
<b>Time/Date:</b> 12:15:00 09/24/14			
<b>To Be Served:</b> Pena, Pedro			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>

DPS 1902 HWY 60/77, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:40:00 09/17/14			
DPS 1902 HWY 60/77, Globe	Bolinger, J	M. Sneezy	YES
<b>Time/Date:</b> 11:35:00 09/18/14			
<b>To Be Served:</b> Perez, Abel M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Cobre Valley Regional Medical Center, Globe	Bolinger, J	Abel Perez	YES
<b>Time/Date:</b> 11:45:00 09/30/14			
<b>To Be Served:</b> Perez, Larry P. Jr			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Kelner Canyon Rd Job Site, Globe	Rust, K	Larry Perez	YES
<b>Time/Date:</b> 08:50:00 09/23/14			
<b>To Be Served:</b> Perry, Mark D.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
7875 Pinal View Drive B, Globe	Bolinger, J	Mike Wipple	YES
<b>Time/Date:</b> 12:25:00 09/17/14			
<b>To Be Served:</b> Robinson, Tina J.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5814 S Nell, Globe	Bolinger, J	Tina Jo Robinson	YES
<b>Time/Date:</b> 11:40:00 09/16/14			
<b>To Be Served:</b> Snelling, George R. III			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
GCSO Jail, Globe	Bolinger, J	George Snelling	YES
<b>Time/Date:</b> 13:30:00 09/25/14			
<b>To Be Served:</b> Stewart, Tawni D.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1775 N Broad St #44, Globe	Bolinger, J		NO

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**Time/Date:** 11:05:00 09/19/14

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**To Be Served:** Wilkins, Carol L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
141 Holiday Hills MHP-HC02 Box 141, Globe	Bolinger, J		NO
<b>Time/Date:</b> 14:20:00 09/24/14			
141 Holiday Hills MHP-HC02 Box 141, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:50:00 09/25/14			
141 Holiday Hills MHP-HC02 Box 141, Globe	Bolinger, J		NO
<b>Time/Date:</b> 13:30:00 09/25/14			

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**To Be Served:** Yeager, Michael T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch	YES
<b>Time/Date:</b> 12:25:00 09/24/14			

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**To Be Served:** Zamora, Kim

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
GPD 175 Pine St, Globe	Bolinger, J	GPD Dispatch	YES
<b>Time/Date:</b> 11:45:00 09/25/14			

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**Report Includes:**

All dates between '08:00:00 09/01/14' and '23:59:00 09/30/14', All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching 'GCCO', All dispositions

**ARF-3316**

**Consent Agenda Item 5. J.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** July 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 July 2015.

**Suggested Motion**

Acknowledgment of the July 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Superior Court Report for July 2015

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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**

**JULY 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 : 8/12/2015 9:47:18 AM

Criteria : From Date : 7/1/2015 To Date : 7/31/2015

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	\$11588.21		(\$9004.69)		\$2583.52	\$0.00
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$2.00				\$2.00	\$0.10
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$24887.14				\$24887.14	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2607.89		\$0.00		\$2607.89	\$130.39
<b>Agency Name : GILA COUNTY TREASURER</b>									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$5.15		\$1.00		\$6.15	\$0.31
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$41.23		\$8.00		\$49.23	\$2.46
		ZVAPB	30% INTERSTATE COMPACT	\$60.00				\$60.00	\$3.00
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$225.19		\$55.00		\$280.19	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$59.32		\$0.00		\$59.32	\$2.97
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1480.00				\$1480.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$451.77		\$0.00		\$451.77	\$22.59

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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	ZFEE	BASE FEES (GENERAL FUND)	\$5388.31		\$0.00		\$5388.31	\$269.42
		ZFINE	BASE FINES	\$2033.64		\$1097.77		\$3131.41	\$156.57
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$779.64				\$779.64	\$38.98
		ZCEF	CLEAN ELECTIONS FUND	\$185.94		\$160.32		\$346.26	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$43.91		\$0.00		\$43.91	\$2.20
		ZJDET	COUNTY JUV DETENTION	\$31.56		\$487.57		\$519.13	\$25.96
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2606.49		\$0.00		\$2606.49	\$130.32
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$882.93		\$753.46		\$1636.39	\$81.82
		ZDNAS	DNA STATE SURCHARGE	\$107.11		\$56.88		\$163.99	\$8.20
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1147.20		\$0.00		\$1147.20	\$57.36
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$328.51		\$0.00		\$328.51	\$16.43
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$162.93				\$162.93	\$8.15
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1510.48		\$0.00		\$1510.48	\$75.52
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$102.48		\$1363.30		\$1465.78	\$73.29
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$222.70		\$0.00		\$222.70	\$11.14
		ZDCRT	DRUG COURT FEE FUND	\$180.00				\$180.00	\$9.00

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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	ZDUIA	DUI ABATEMENT FUND	\$10.00				\$10.00	\$0.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$560.75				\$560.75	\$28.04
		ZWITN	EXPERT WITNESS FUND	\$780.00				\$780.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$194.33		\$281.92		\$476.25	\$23.81
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$16.15		\$53.27		\$69.42	\$3.47
		ZFAR2	FARE DELINQUENCY FEE	\$35.00				\$35.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$341.51				\$341.51	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$124.13		\$112.21		\$236.34	\$11.82
		ZCC	GEN JURIS CONCILIATION COURT	\$1809.67				\$1809.67	\$90.48
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3682.65		\$297.60		\$3980.25	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$613.77		\$49.60		\$663.37	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1841.32		\$148.80		\$1990.12	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1280.30		\$0.00		\$1280.30	\$64.02
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2908.28		\$0.00		\$2908.28	\$145.41

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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	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$98.35		\$28.00		\$126.35	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$182.64		\$52.00		\$234.64	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$120.62		\$120.62	\$6.03
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$13.34		\$482.48		\$495.82	\$24.79
		ZJS	JUVENILE PROBATION SERV FEES	\$46.29		\$231.72		\$278.01	\$13.90
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$243.88		\$208.41		\$452.29	\$22.61
		ZMISC	MISCELLANEOUS FEES	\$82.10				\$82.10	\$4.11
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$5.54		\$4.00		\$9.54	\$0.48
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$15.08				\$15.08	\$0.75
		ZOVF	OVERPAYMENT FORFEITED	\$2.48		(\$3.00)		(\$0.52)	(\$0.03)
		ZPP	PASSPORT APPLICATION FEES	\$1950.00				\$1950.00	\$97.50
		ZPCOF	PRISON CONSTRUCTION AND	\$995.12		\$592.64		\$1587.76	\$79.39
		ZPRS6	PROB SURCH 2006	\$0.54				\$0.54	\$0.03
		ZPBA	PROBATION FEE ADULT	\$10388.47		\$776.13		\$11164.60	\$558.23
		ZPRSU	PROBATION SURCHARGE (\$5.00)			\$4.15		\$4.15	\$0.21

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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	ZPUBZ	PUBLIC DEFENDER FEES	\$135.00				\$135.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$653.00		\$500.00		\$1153.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$134.20				\$134.20	\$6.71
		ZSTAT	STATE TREASURER - GENERAL FUND	\$17.86		\$263.50		\$281.36	\$14.07
		ZTECH	TECHNICAL REGISTRATION FUND	\$2.00		\$15.00		\$17.00	\$0.85
		ZVAF	VICTIMS ASSISTANCE FUND	\$140.00				\$140.00	\$7.00
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$55.00		\$55.00		\$110.00	\$5.50
		ZPRS9	ZPRS9	\$109.51		\$20.00		\$129.51	\$6.48
<b>Agency Name : INTEREST</b>									
ZINT	INTEREST	ZINT	INTEREST	\$1.65				\$1.65	\$0.00
<b>Agency Name : JUVENILE FAMILY COUNSELING FEE</b>									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$25.00		\$25.00	\$1.25
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$185.00		\$3.00		\$188.00	\$0.00
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$8403.62		\$699.34		\$9102.96	\$0.00
<b>Total:</b>				<b>\$95180.26</b>		<b>\$0.00</b>		<b>\$95180.26</b>	<b>\$2343.59</b>
							<b>Less Shaded Areas:</b>	- 36,813.64	
								\$ 58,366.62	
							<b>Less FARE:</b>	- 376.51	
								\$ 57,990.11	
							<b>Less Hold Receipting:</b>	- 2,583.52	
								\$ 55,406.59	

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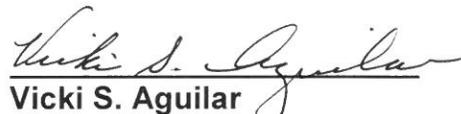
STATE OF ARIZONA     )  
                                  ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JULY, 2015.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH<sup>TH</sup> day of August 2015.

  
Vicki S. Aguilar  
Chief Deputy

**ARF-3328**

**Consent Agenda Item**

**5. K.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** July 2015

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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**Information**

**Subject**

Recorder's Office Monthly Report for July 2015.

**Suggested Motion**

Acknowledgment of the July 2015 monthly activity report submitted by the Recorder's Office.

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**Attachments**

Recorder's Office Monthly Report for July 2015

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## **GILA COUNTY RECORDER**

### **REPORT FOR THE MONTH OF JULY 2015**

**I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.**

  
Sadie Jo Bingham, Gila County Recorder

Sadie Bingham  
Gila County Recorder

## New Fiscal Year Form

	FY	2015-2016				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug						0.00
Sept						0.00
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
<b>Total</b>	<b>1,191</b>	<b>4,280</b>	<b>15,065.82</b>	<b>442.70</b>	<b>2.00</b>	<b>19,790.52</b>
<b>Fiscal Year</b>		<b>19,790.52</b>				
<b>All Monies</b>						

<b>GILA COUNTY RECORDER</b>				
<b>Report for July 2015</b>				
		<b>CREDIT</b>	<b>DEBIT</b>	<b>TOTAL</b>
<b>SECTION I</b>				
<b>1005 (GENERAL FUND)</b>	PAID INTO SUSPENSE ACCT	12,950.00	-	12,950.00
	PAID OUT OF SUSPENSE ACCT	-	(11,896.77)	(11,896.77)
	RECORDING FEES	14,019.47	-	14,019.47
	REFUNDS-EXCESS FEES	-	(7.00)	-
	INTEREST PD TO ACCT	0.12	-	0.12
		-	-	-
<b>Staled Checks</b>		26,969.59	(11,903.77)	15,065.82
<b>TOTAL 1005 FUNDS</b>				
<b>SECTION II</b>				
	7145 FUND (RECORDER)	4,280.00	-	4,280.00
	7146 FUND (MINING - 80% STATE TREAS)	8.00	(8.00)	-
	7146 FUND (MINING - 20% RECORDER)	2.00	-	2.00
	7147 FUND (COMPUTER SVCS)	442.70	-	442.70
		4,732.70	(8.00)	4,724.70
<b>TOTAL SEC II FUNDS</b>		31,702.29	(11,911.77)	19,790.52
<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>				

# Bank Deposit

From 07/01/2015 To 07/31/2015

Account	Date	Description	Debit	Credit	Account
4201	Jul 3, 2015	previousday / 4204	\$21.00	\$21.00	Bank Account
4202	Jul 23, 2015	previousday / 4205	\$30.00	\$30.00	Bank Account
4203	Jul 21, 2015	2_ReceiptStation1_Tue / 4175	\$1,145.50	\$1,145.50	Bank Account
4205	Jul 31, 2015	previousday / 4207	\$8.00	\$8.00	Bank Account
Total			\$31,702.17	\$31,702.17	
Non-Deposit Total			(\$17,746.77)	(\$17,746.77)	
Deposit Total			\$13,955.40	\$13,955.40	
Total Till Over/Short				\$0.00	

## Journal Activity

Account	Debits	Credits	Net	
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$6,046.77	(\$7,100.00)	(\$1,053.23)
Cash	Cash/Check	\$13,955.40	\$0.00	\$13,955.40
D-1005-120-01-4612-003	Postage(deferred)	\$3.00	(\$3.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee(deferred)	\$13.00	(\$13.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$16.00	(\$16.00)	\$0.00
ETransfer	Electronic Transfers	\$5,850.00	\$0.00	\$5,850.00
	Total	\$25,884.17	(\$7,132.00)	\$18,752.17
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$32.00	(\$32.00)	\$0.00
	Total	\$32.00	(\$32.00)	\$0.00
<b>Expense</b>				
	Total	\$0.00	\$0.00	\$0.00
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$338.20)	(\$338.20)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$54.00)	(\$54.00)
1005-120-01-4612-003	Postage	\$0.00	(\$147.77)	(\$147.77)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$366.00)	(\$366.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$162.00)	(\$162.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$74.00)	(\$74.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$66.00)	(\$66.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$12,796.50)	(\$12,796.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$15.00)	(\$15.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,280.00)	(\$4,280.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$2.00)	(\$2.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$8.00)	(\$8.00)
7147-120-01-4612-018	Voter	\$0.00	(\$37.70)	(\$37.70)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$405.00)	(\$405.00)
eRecording	eRecording	\$5,818.00	(\$5,818.00)	\$0.00
	Total	\$5,818.00	(\$24,570.17)	(\$18,752.17)
Total		\$31,734.17	(\$31,734.17)	\$0.00

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$13,955.40	\$0.00	\$13,955.40
	Range Total	\$13,955.40	\$0.00	\$13,955.40

# Bank Deposit

From 07/01/2015 To 07/31/2015

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,346.70	
Check	\$12,608.70	
<b>Total Deposit</b>	<b>\$13,955.40</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4143	Jul 1, 2015	3_ReceiptStation1_Wed / 4147	\$239.00	\$239.00		Bank Account
4144	Jul 1, 2015	13_Payson_Wed / 4146	\$339.00	\$339.00		Bank Account
4145	Jul 2, 2015	14_Payson_Thu / 4149	\$138.00	\$138.00		Bank Account
4146	Jul 2, 2015	4_ReceiptStation1_Thu / 4150	\$315.00	\$315.00		Bank Account
4147	Jul 6, 2015	1_ReceiptStation1_Mon / 4151	\$862.70	\$862.70		Bank Account
4148	Jul 6, 2015	11_Payson_Mon / 4152	\$329.00	\$329.00		Bank Account
4149	Jul 7, 2015	12_Payson_Tue / 4154	\$248.00	\$248.00		Bank Account
4150	Jul 7, 2015	2_ReceiptStation1_Tue / 4153	\$663.00	\$663.00		Bank Account
4151	Jul 8, 2015	3_ReceiptStation1_Wed / 4156	\$477.00	\$477.00		Bank Account
4152	Jul 8, 2015	13_Payson_Wed / 4155	\$191.00	\$191.00		Bank Account
4153	Jul 9, 2015	4_ReceiptStation1_Thu / 4158	\$7,630.20	\$7,630.20		Bank Account
4154	Jul 9, 2015	14_Payson_Thu / 4157	\$152.00	\$152.00		Bank Account
4155	Jul 10, 2015	5_ReceiptStation1_Fri / 4159	\$1,250.77	\$1,250.77		Bank Account
4156	Jul 10, 2015	15_Payson_Fri / 4160	\$229.00	\$229.00		Bank Account
4157	Jul 13, 2015	1_ReceiptStation1_Mon / 4161	\$957.00	\$957.00		Bank Account
4158	Jul 13, 2015	11_Payson_Mon / 4162	\$193.00	\$193.00		Bank Account
4162	Jul 14, 2015	2_ReceiptStation1_Tue / 4163	\$549.00	\$549.00		Bank Account
4163	Jul 14, 2015	12_Payson_Tue / 4164	\$79.00	\$79.00		Bank Account
4164	Jul 15, 2015	13_Payson_Wed / 4167	\$269.00	\$269.00		Bank Account
4165	Jul 15, 2015	3_ReceiptStation1_Wed / 4168	\$544.00	\$544.00		Bank Account
4166	Jul 16, 2015	4_ReceiptStation1_Thu / 4169	\$525.00	\$525.00		Bank Account
4167	Jul 16, 2015	14_Payson_Thu / 4170	\$187.00	\$187.00		Bank Account
4168	Jul 17, 2015	5_ReceiptStation1_Fri / 4172	\$1,168.00	\$1,168.00		Bank Account
4169	Jul 17, 2015	15_Payson_Fri / 4171	\$131.00	\$131.00		Bank Account
4170	Jul 20, 2015	1_ReceiptStation1_Mon / 4174	\$655.00	\$655.00		Bank Account
4171	Jul 20, 2015	11_Payson_Mon / 4173	\$206.00	\$206.00		Bank Account
4173	Jul 21, 2015	12_Payson_Tue / 4176	\$162.00	\$162.00		Bank Account
4174	Jul 22, 2015	3_ReceiptStation1_Wed / 4178	\$807.00	\$807.00		Bank Account
4175	Jul 22, 2015	13_Payson_Wed / 4177	\$204.00	\$204.00		Bank Account
4176	Jul 23, 2015	4_ReceiptStation1_Thu / 4179	\$863.00	\$863.00		Bank Account
4177	Jul 23, 2015	14_Payson_Thu / 4180	\$274.00	\$274.00		Bank Account
4178	Jul 24, 2015	15_Payson_Fri / 4181	\$434.00	\$434.00		Bank Account
4179	Jul 24, 2015	5_ReceiptStation1_Fri / 4182	\$618.00	\$618.00		Bank Account
4180	Jul 27, 2015	11_Payson_Mon / 4184	\$207.00	\$207.00		Bank Account
4181	Jul 27, 2015	1_ReceiptStation1_Mon / 4183	\$1,893.00	\$1,893.00		Bank Account
4182	Jul 28, 2015	2_ReceiptStation1_Tue / 4185	\$1,402.00	\$1,402.00		Bank Account
4183	Jul 28, 2015	12_Payson_Tue / 4186	\$447.00	\$447.00		Bank Account
4184	Jul 29, 2015	3_ReceiptStation1_Wed / 4188	\$1,110.00	\$1,110.00		Bank Account
4185	Jul 29, 2015	13_Payson_Wed / 4187	\$237.00	\$237.00		Bank Account
4186	Jul 30, 2015	4_ReceiptStation1_Thu / 4189	\$578.00	\$578.00		Bank Account
4187	Jul 30, 2015	14_Payson_Thu / 4190	\$337.00	\$337.00		Bank Account
4188	Jul 31, 2015	15_Payson_Fri / 4192	\$574.00	\$574.00		Bank Account
4189	Jul 31, 2015	5_ReceiptStation1_Fri / 4191	\$1,449.00	\$1,449.00		Bank Account
4190	Jul 31, 2015	previousday / 4195	\$375.00	\$375.00		Bank Account

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$28.00)	\$0.00	\$0.00	(\$28.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$6.77)	\$6.77	\$0.00	\$0.00
ADOT	AZ DEPT OF TRANS	(\$260.00)	\$0.00	\$0.00	(\$260.00)
APS	APS/COPIES	(\$180.00)	\$0.00	\$0.00	(\$180.00)
APSR	APSR/RECORDINGS	(\$293.00)	\$0.00	\$0.00	(\$293.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$185.00)	\$20.00	\$0.00	(\$165.00)
AWC	ARIZONA WATER COMPANY	(\$178.00)	\$0.00	\$0.00	(\$178.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,410.80)	\$48.00	\$0.00	(\$1,362.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$62.00)	\$0.00	\$0.00	(\$62.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$57.00)	\$0.00	\$0.00	(\$57.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$25.00	(\$25.00)	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$104.00)	\$8.00	\$0.00	(\$96.00)
FARES	CORELOGIC	(\$1,251.40)	\$95.00	\$0.00	(\$1,156.40)
FATM	FIRST AMERICAN MICROFICHE	(\$88.20)	\$0.00	\$0.00	(\$88.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$1,233.20)	\$95.00	\$0.00	(\$1,138.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$130.00)	\$0.00	\$0.00	(\$130.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$192.00	(\$192.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$16.00)	\$2.00	(\$100.00)	(\$114.00)
Ingeo	Ingeo - eRecording	(\$1,127.00)	\$742.00	(\$742.00)	(\$1,127.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$32.00	(\$32.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$867.00)	\$0.00	\$0.00	(\$867.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWIDE TITLE CLEARING	(\$982.00)	\$0.00	\$0.00	(\$982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$5,071.00)	\$175.00	\$0.00	(\$4,896.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$2,023.00)	\$5,584.00	(\$7,000.00)	(\$3,439.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$154.00)	\$11.00	\$0.00	(\$143.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RUI	RESEARCH UNLIMITED INC	(\$83.00)	\$0.00	\$0.00	(\$83.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$4,859.00	(\$4,859.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
<b>Totals</b>		<b>(\$24,740.97)</b>	<b>\$11,894.77</b>	<b>(\$12,950.00)</b>	<b>(\$25,796.20)</b>



**ARIZONA STATE TREASURER'S OFFICE**  
**1700 West Washington, Phoenix, Arizona 85007-2812**  
**(602) 604-7800 FAX: (602) 542-7176**

**STATE REMITTANCE REPORT**

Report Period: July 2015  
 Date: 8 / 17 / 2015  
 Depositor Code #: 5393

Prepared By: K.Stratton  
 Title: Chief Deputy Recorder  
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder  
 Address: 1400 E. Ash St.  
Globe, AZ 85501

***negative amounts are not to be used on this form***  
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES</b>		
Confidential Inter Fund	08-135; 12-284.03A8	_____
Juvenile Family Counseling	08-263C	_____
Victim's Rights – Juvenile	08-418; 41-191.08	_____
AHCCCS	11-292	_____
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	_____
JCEF - Time Payment	12-116B	_____
JCEF – Diversion Fee	12-114	_____
JCEF- Probation Assessment	12-114.01	_____
DNA Penalty Assessment	12-116.01C, J	_____
Domestic Violence	12-284.03A2	_____
Drug Prevention Res Center	12-284.03; 41-2402H	_____
Child Abuse	12-284.03A3	_____
Sex Offender Assessment	13-3824	_____
Anti-Racketeering Fund	13-811B; 13-2314.01	_____
Drug & Gang Enforce Acct	13-811C; 41-2402	_____
Community Punishment		_____
Program Drug Fines	13-821; 12-299	_____
Citizens Clean Election Fund	16-949D; 16-954C	_____
Game & Fish - Wildlife	17-313A	_____
AZ Lengthy Trial Fund	21-222	_____
Alternative Dispute	22-281C2; 12-135;	_____
Resolution Fund	12-284.03A5	_____
Mining Fees	27-208D	<u>8.00</u>
Child Passenger Restraint	28-907C	_____
DPS – Civil Penalty	28-2533C; 28-4139	_____
DUI Abatement Fund	28-1304; 28-1382, 3	_____
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	_____
AZ Highway Fines (HURF)	28-5438F; 28-2533C	_____
Victim Comp/Assistance	31-411F; 31-466B	_____
Registrar of Contractors	32-1107; 32-1124	_____
MSEF Penalty Assessment	36-2219.01; 12-116.02F	_____
CJEF Penalty Assessment	41-2401; 12-116.01	_____
Arson Detection Reward Fund	41-2167	_____
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	_____
Prison Const & Ops Fund	41-1651; 5-395.01A4	_____
Dept of Law – Crim. Cases	41-2421E4	_____
GIITEM	41-1724; 11-1051	_____

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES (continued)</b>		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	_____
(public safety equip fund)	28-8284, 6-8; 14-1723	_____
FARE General Services Fee		_____
FARE Delinquent Fee		_____
FARE Special Collections Fee		_____
FARE Installment Fee		_____
Constable Ethics Fund	11-445 (80%)	_____
Constable Ethics Fund	11-445 (20%)	_____
Photo Enforcement Fee	41-1722	_____
Photo Enforcement Process Serving Fee		_____
<b>OTHER FINES &amp; FEES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>TAXES</b>		
Prior Year Real Property	42-208	_____
Personal Property	42-208	_____
County Education District	15-991.01A	_____
Property-Min School Tax	15-992B, C	_____
State Water Banking	48-3715.03; 45-2425	_____
C.A.W.C.D.	48-3715	_____
Groundwater Replenishment	48-3773.A3; 48-3772	_____
<b>OTHER TAXES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>90/10 REVENUE</b>		
Mobile Home Relocation	33-1476.03 (90%)	_____
Mobile Home/Ins. & Cost	33-1476.03 (10%)	_____
<b>TOTAL AMOUNT REMITTED:</b>		
By Check	_____	_____
By Cr Advice (Wire)	_____	_____
<b>TOTAL</b>	_____	<u>8.00</u>

**NOTES:**

FOR STATE TREASURER USE ONLY

*Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.*





**ARF-3333**

**Consent Agenda Item 5. L.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** August 17, 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**

August 17, 2015, Board of Supervisors' meeting minutes.

**Suggested Motion**

Approval of the August 17, 2015, Board of Supervisors' meeting minutes.

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**Attachments**

BOS 08-17-15 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: August 17, 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; John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Jefferson R. Dalton; Deputy County Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Bryan Chambers led the Pledge of Allegiance and Carl Peterson of the Payson United Methodist Church (via ITV) delivered the invocation.

At 10:04 a.m., Chairman Pastor recessed the meeting to recognize Bryan Chambers' appointment by Arizona Governor Douglas Ducey to serve as Gila County Division I Superior Court Judge.

At 10:19 a.m., Chairman Pastor reconvened the meeting.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to adopt Proclamation 2015-09 proclaiming September 2015 as Childhood Cancer Awareness Month in Gila County.**

Michael Pastor, District II Supervisor, stated that the Board of Supervisors received a letter in July 2015, from Mr. Steven Firestein, M.A., Volunteer Director, American Cancer Fund for Children, Inc., asking the Board to consider adopting a proclamation recognizing September as Childhood Cancer Awareness Month in Gila County. He added that locally, the Dylan Earven Foundation provides services to families affected by childhood cancer in Gila

County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation 2015-09 proclaiming September 2015 as Childhood Cancer Awareness Month in Gila County. Chairman Pastor added that September 5, 2015, is the 3<sup>rd</sup> Annual Dylan Earven Foundation Run 5K-1K Walk/Run and Trike/Bike Race at Miami High School. He has attended the event in past years, and stated that historically approximately 20-25 bikes were raffled off. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to adopt Proclamation No. 2015-10 proclaiming August 2015 as Child Support Awareness Month in Gila County.**

Jeff Dalton, Deputy County Attorney Principal, stated that since approximately 1995, the United States has been honoring Child Support Awareness Month during the month of August. He added that the Board of Supervisors has had a contract with the State of Arizona in excess of 20 years, which is administered by the Gila County Attorney's Office, Division of Child Support Services, to enforce child support locally. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2015-10 proclaiming August 2015 as Child Support Awareness Month in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to approve the distribution of \$1,442,908.95 of Gila County's share of Federal FY2014 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2014-15 as follows: \$49,000 to Roads and \$1,393,908.95 to Gila County School Districts.**

Dr. Linda O'Dell, (via ITV) advised that Secure Rural Schools (SRS) and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRS Acts have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution. The remaining 80% of the Title I funds is allocated to the Board of Supervisors for distribution and use by Roads and School Districts. Before the SRS Act was reauthorized in April 2015, the 1908 Act (16 U.S.C. 500) requiring 25-percent payments governed the distribution of payments to States for FY 2014 (FY 2015 payment year) The Forest Service made 25-percent payments to States under the 1908 Act in February of 2015. In each of the past five years (2010-2014), the Board of Supervisors has authorized the distribution of Title I SRS Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: \$50,000 to Roads, and the remainder to School Districts by a

formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

Dr. O'Dell reviewed and further explained the attachment to this agenda item entitled: "Gila County Forest Fees Distribution FY15" which provides a detailed summary of the distributions to each school district in the County.

Supervisor Marcanti commented that the County has to fight for reauthorization of the SRS funds and that it's one of the main topics discussed at the County Supervisors Association meetings, and that it's unfortunate funds have been cut again this year. Vice-Chairman Martin agreed that each year it's a struggle to get permanent PILT (Payment in Lieu of Taxes) and SRS funding.

Dr. O'Dell's added three closing comments: 1) The School Districts are very grateful for the funds, which are put to good use; 2) the School Districts are in agreement with the distribution schedule; and 3) she thanked the Board of Supervisors for its ongoing support and continued efforts in this regard. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the distribution of \$1,442,908.95 of Gila County's share of Federal FY2014 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2014-15 as follows: \$49,000 to Roads and \$1,393,908.95 to Gila County School Districts.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors.

**D. Information/Discussion/Action to authorize the publication of a notice of the proposed amendment to the Gila County Floodplain Management Ordinance, and to set a public hearing date for October 6, 2015.**

Darde deRoulhac, Chief Engineer of the Gila County Flood Control District, explained the purpose of the amendment to the Ordinance is to correct erroneous internal references to clarify some requirements for different residential building types, create better ease of understanding of the document, and to promote compliance. A proposed amendment to the Ordinance was presented to the Board on April 7, 2015, and a public hearing was held as advertised in the newspaper. No public comments were received at the public hearing. At that time Mr. deRoulhac requested that the Board not take an action on the proposed amendment to the Ordinance because he needed to incorporate additional revisions as recommended by the Arizona Department of Water Resources (ADWR), which he believed had merit. The changes as recommended by ADWR have been incorporated into the proposed amendment attached to this agenda item; however, another public hearing date needs to be set by the Board and thereafter advertised in the newspaper. Vice-Chairman

Martin read aloud the changes to the Ordinance from the evaluation section of the agenda item as follows and asked that it be included in the record of the minutes: "The amendment adds provisions to allow permitting of wet-flood proofed large parking buildings without a variance from the Board, if certain criteria are followed. The minimum elevation requirement for manufactured homes is also being modified to provide a comparable degree of flood protection to that required for site-built homes, while still exceeding minimum standards for flood protection." Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the publication of a notice of the proposed amendment to the Gila County Floodplain Management Ordinance, and set a public hearing date for October 6, 2015.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors.

**E. Information/Discussion/Action to approve the Health and Emergency Services Division's electronic submission of a 2015 Multi-Jurisdiction Hazard Mitigation Plan Application in the amount of \$40,000 (a 75%-25% match) which, if approved, will enable the Health and Emergency Services Division to contract services for the review and update of the 2015 Gila County Multi-Jurisdictional Hazard Mitigation Plan.**

Michael O'Driscoll, Health & Emergency Services Division Director, stated that this application is being submitted to obtain funds to contract services for the review and update of the 2015 Multi-jurisdictional Hazard Mitigation Plan. If approved, the County would be required to provide a 25% cash match of which County general funds would be used. The program provides funding for eligible mitigation activities which reduce disaster losses and protect life and property from future loss or damages. The program is administered by the Federal Emergency Management Agency (FEMA) in consort with local agencies and is reviewed by the State and FEMA every 5 years. One of the requirements to receive these funds is to participate in a multi-jurisdictional hazard mitigation plan; therefore, Mr. O'Driscoll requested approval of the application as described above. Chairman Pastor stated that he has received concerns from residents in Tonto Basin, Roosevelt, and Gisela regarding possible flooding and requested that Mr. O'Driscoll provide him with germane information to share with the residents in those areas, to which Mr. O'Driscoll agreed. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Health and Emergency Services Division's electronic submission of a 2015 Multi-Jurisdiction Hazard Mitigation Plan application in the amount of \$40,000 (a 75%-25% match) which, if approved, will enable the Health and Emergency Services Division to contract services for the review and update of the 2015 Gila County Multi-Jurisdictional Hazard Mitigation Plan.

**F. Information/Discussion/Action to authorize the Gila County Animal Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee to receive \$10,000 in order to provide spay/neuter services in Gila County for a period of one year.**

Mr. O'Driscoll advised that Gila County does not have a spay/neuter program. If this grant application is approved, the funds will be used to implement a new program in the Globe/Miami area to ensure that all animals leaving the County animal shelter will be surgically altered by offering a spay/neuter procedure for free to the residents of Gila County. He also stated that John Castaneda, Animal Regulation Enforcement Manager, is one of the top Regulation Enforcement Managers in the state and he helps with training others around the state. Chairman Pastor added that he has received positive feedback regarding the professional services provided by Mr. Castaneda.

Mr. Castaneda stated that he is pleased to be moving forward in this effort and he advised that he is working with other agencies to receive other funding to provide additional spay/neuter services in the County. He is currently working with the Payson Human Society which will be offering a mobile spay/neuter clinic to southern Gila County. He clarified for the Board that this particular funding will be used in southern Gila County as there are few veterinarians. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Gila County Animal Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee which, if approved, will provide \$10,000 to implement a spay/neuter services program in Gila County for a period of one year.

**G. Information/Discussion/Action dictions within Gila County and convey tax rates to set primary and secondary property tax rates for 2015 for all taxing juris for all jurisdictions to the County Treasurer, and adopt Resolution No. 15-08-02 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2015-2016.**

Don McDaniel, County Manager, read aloud Resolution No. 15-08-02 and stated that the Arizona Revised Statutes require that the Board adopt a resolution for the collection of taxes by the Gila County Treasurer from the persons who are listed in the roll. The Board is also required to fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. Vice-Chairman Martin commented that she hopes all of the numbers are correct. Chairman Pastor replied that he thinks the numbers have been reviewed carefully and are correct. Supervisor Marcanti inquired if the merger of the Canyon Fire District into the Tri-City Fire District should be listed as one taxing authority with one tax rate instead of two separate fire districts with two different tax rates. Mr. McDaniel clarified that because of the timing to merge the two fire districts, the resolution must be presented in this

fashion. He stated that he was confident that in the future it will be designated as one taxing district with one tax rate.

Chairman Pastor called upon Nick Renon, Fire Chief of the Tri-City Fire District, to further clarify the issue. Mr. Renon stated that when the process began to merge the two fire districts, it was believed that Canyon Fire District would be taxed at \$3.25 and Tri-City Fire District would be taxed at \$2.40; however, when the levies were received from the State, the tax rate was \$2.40 across the board; therefore, next year they will both be \$2.40.

Chairman Pastor inquired as to the reason the Apache Hills Street Lighting District went from a tax rate of less than \$1.00 to \$4.4480. Jeff Hassenius, Finance Division Director, advised that the budget received from the Apache Hills Street Lighting District was absent some expenses; therefore, those expenses needed to be captured and will be a one-time aberration.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously set primary and secondary property tax rates for 2015 for all taxing jurisdictions within Gila County and conveyed tax rates for all jurisdictions to the County Treasurer, and adopted Resolution No. 15-08-02 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2015-2016. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**H. Information/Discussion/Action to consider authorizing Bose Public Affairs Group to exceed the \$50,000 contract amount by \$29,645 to allow the continuation of lobbying services through November 2015.**

Mr. McDaniel advised that on November 18, 2014, the Board approved a new contract with Bose Public Affairs Group (Bose) on a retainer basis, with a not to exceed amount of \$50,000 for the contract term of November 2014 to November 2015. The contract indicates that the not to exceed amount may only be exceeded with prior written approval by the County. Bose estimates that the cost of their projected services for the remainder of the contract will be \$29,645 excluding expenses. This request is for the Board to authorize Bose to exceed the \$50,000 amount of the contract.

Vice-Chairman Martin advised that when the contract is up for renewal, the Board needs to discuss ways to receive a better “bang for the buck.” Supervisor Marcanti commented that these services are needed; however, the County needs to work out a better way to structure the billing process. Chairman Pastor added that there have been some changes made to this contract from prior year’s contracts with Bose. The not to exceed amount of \$50,000 for this contract was established with the belief that amount would be sufficient for Bose to effectively lobby for the County for one more year. He commented that the County has received sufficient services and he feels the services have improved since the contract amount was reduced from the

previous contract. He then asked if there are sufficient funds in the budget to cover this expense. Mr. McDaniel replied that the funds are available in the Natural Resources Fund and may be used for this purpose. Chairman Pastor stated that there are some important issues in the works at the legislature, and it would be helpful to have assistance from Bose. He recommended that staff review the contract before its renewal date in order to determine the best way to manage the contract. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized Bose Public Affairs Group to exceed the \$50,000 contract amount by \$29,645 to allow the continuation of lobbying services through November 2015.

**Item 3 – 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 to accept Arizona Criminal Justice Commission FY 2016 Crime Victim Assistance Program Grant No. VA-16-020 in the amount of \$17,600 for the period of July 1, 2015, to June 30, 2016.**

**B. Approval to accept Arizona Criminal Justice Commission FY 2016 Drug, Gang, and Violent Crime Control Grant Agreement No. DC-16-023 in the amount of \$63,656 for the period of July 1, 2015, to June 30, 2016.**

**C. Approval to accept Arizona Criminal Justice Commission FY 2016 Crime Victim Compensation Grant No. VC-16-052 in the amount of \$67,419 for the period of July 1, 2015, to June 30, 2016.**

**D. Approval of Amendments 1 through 4 to the Arizona Nutrition Network SNAP-Ed Request for Grant Application (RFGA No. ADHS15-00004836) submitted by the Gila County Health and Emergency Services Division to the Arizona Department of Health Services in the amount of \$201,572 per year for a 3-year period to be used for population health initiatives in the areas of food systems, active living, school health, and early childhood education.**

**E. Approval of Intergovernmental Agreement No. 061715 between Gila County and the Town of Hayden whereby, upon request from the Town of Hayden, the County will provide various types of equipment and/or services on occasion and when available for safety needs and/or various activities and events by the Town of Hayden beginning July 1, 2015, through June 30, 2016.**

**F. Approval of the following precinct committeeman appointment as submitted by the Gila County Republican Committee Chairman: James M. Feezor - Payson #3.**

**G. Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at an event to be held at the Mary Ellen Randall Horse Arena located in Pine on September 11-13, 2015.**

**H. Approval of a Special Event Liquor License Application submitted by the Gila County Cattle Growers to serve liquor at an event to be held at the Gila County Fairgrounds located in Globe on December 5, 2015.**

**I. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken to temporarily extend the premises where liquor is permitted to be served at THAT Brewery Rimside Grill located in Pine for an Oktoberfest event to be held on September 26-27, 2015, and a Halloween event to be held on October 31, 2015.**

**J. Approval of an Application for Extension of Premises/Patio Permit submitted by Thomas Coons to permanently extend the premises where liquor is permitted to be served at the Maverick Restaurant Smoked BBQ - Steaks & Seafood located in Pine.**

**K. Approval of the July 28, 2015, and August 4, 2015, Board of Supervisors' meeting minutes.**

**L. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 20, 2015 through July 24, 2015, and July 27, 2015 through July 31, 2015.**

**M. Approval of finance reports/demands/transfers for the weeks of August 11, 2015, and August 18, 2015.**

**August 11, 2015**

\$628,948.70 was disbursed for County expenses by check numbers 271837 through 271936.

**August 18, 2015**

\$1,740,221.58 was disbursed for County expenses by check numbers 271937 through 272061. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3-A through 3-M. Chairman Pastor advised that he would address Agenda Items 5 and 6 prior to addressing Agenda Item 4.

**Item 5 – 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 6 – 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.

**Item 4 – EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)**

**A. Information/Discussion/Action to consider a proposed settlement regarding Globe Pacific Associates v. Gila County, TX 2013-000423, a tax appeal filed in Arizona Tax Court. The Board may vote to go into executive session in order to receive legal advice from its attorney regarding this case pursuant to A.R.S. § 38-431.03(A)(3) and to instruct its attorney regarding settlement negotiations in order to resolve the appeal pursuant to A.R.S. § 38-431.03(A)(4).**

Chairman Pastor read aloud this agenda item and asked whether the Board members wanted to vote to go into executive session regarding this agenda item. Supervisor Marcanti made a motion to go into executive session pursuant to the paragraphs as listed on this agenda item, which was seconded by Vice-Chairman Martin and unanimously approved by the Board. Chairman Pastor recessed the regular meeting at 11:18 a.m.

Chairman Pastor reconvened the regular meeting at 11:45 a.m. and he requested a motion from the Board on this agenda item. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin the Board unanimously voted to accept the proposed settlement regarding Globe Pacific Associates v. Gila County, TX 2013-000423, a tax appeal filed in Arizona Tax Court.

There being no further business to come before the Board of Supervisors,  
Chairman Pastor adjourned the meeting at 11:46 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-3232**

**Consent Agenda Item 5. M.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** 08/04/15, 08/11/15, 08/18/15, and 08/25/15

**Submitted For:** Shelley McPherson, HR and Risk Management Director

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.,  
Human Resources Department

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**Information**

**Subject**

Human Resources reports for the weeks of August 4, 2015, August 11, 2015, August 18, 2015, and August 25, 2015.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of August 4, 2015, August 11, 2015, August 18, 2015, and August 25, 2015.

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**Attachments**

HR Summary Report

08/04/15 Human Resources Report

08/11/15 Human Resources Report

08/18/15 Human Resources Report

08/25/15 Human Resources Report

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Summary

**Human Resources Action Items**

Year To

Date Jan-15 Feb-15 Mar-15 Apr-15 May-15 Jun-15 Jul-15 Aug-15 Sep-15 Oct-15 Nov-15 Dec-15

DEPARTURES	<b>102</b>	8	18	7	12	11	20	19	7				
NEW HIRES REGULAR STATUS	<b>68</b>	9	9	8	9	2	8	13	10				
NEW HIRES TEMPORARY STATUS	<b>17</b>	3	2	2	4	0	4	1	1				
NEW VOLUNTEERS	<b>0</b>	0	0	0	0	0	0	0	0				
DEPARTMENTAL TRANSFERS	<b>38</b>	6	4	4	4	3	3	8	6				
END PROBATIONARY PERIOD	<b>52</b>	2	2	10	5	8	8	6	11				
OTHER ACTIONS	<b>57</b>	11	2	1	10	5	9	10	9				
REQUEST TO POST	<b>82</b>	7	14	5	9	5	18	13	11				
<b>Total Transactions</b>	<b>416</b>	<b>46</b>	<b>51</b>	<b>37</b>	<b>53</b>	<b>34</b>	<b>70</b>	<b>70</b>	<b>55</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 4, 2015**

**DEPARTURES:**

1. Jonathan Bearup – Superior Court – Deputy Court Administrator – 07/31/15 – General Fund – DOH  
04/08/09

**NEW HIRES:**

2. Evelyn Guevera – Community Services – Administrative Clerk Senior – 08/10/15 –  
GEST(.60)/CAP(.40) Funds – Replacing Melvina Takala-Griffin
3. Ian Uptain – Sheriff’s Office – Detention Officer – 08/10/15 – General Fund – Replacing Christy  
Buchanan
4. Mariah Campagna – Sheriff’s Office – Detention Officer – 08/10/15 – General Fund – Replacing  
Michael Fucci
5. Vincent Hilliard – Sheriff’s Office – Detention Officer – 08/10/15 – General Fund – Replacing Richard  
Stockwell
6. Jasmine Gingras – Health and Emergency Services – Staff Nutritionist – 08/17/15 –  
WIC(.99)/Commodity Supplement Food Program(0.1) Funds – Replacing Samantha Jerome

**END PROBATIONARY PERIOD:**

7. Brian Buchanan – Sheriff’s Office – Detention Officer – 07/28/15 – General Fund
8. Veronica Chaidez – Clerk of Superior Court – Courtroom Clerk Technician – 08/25/15 – General Fund
9. Kelly Jones – Public Works – Administrative Clerk Specialist – 08/08/15 – Facilities Management Fund

**OTHER ACTIONS:**

10. Sarah Chavez – Health and Emergency Services – Accounting Clerk – 07/01/15 – Various Funds –  
Change in fund codes

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 11, 2015**

**DEPARTURES:**

1. Philip York – Probation – Juvenile Detention Officer – 08/08/15 – General Fund – DOH 10/06/14

**NEW HIRES:**

2. Jerome Wallace – Probation – Juvenile Detention Officer – 08/17/15 – General Fund – Replacing Kathleen Miranti
3. Bret McDaniel – Probation – Juvenile Detention Officer – 08/17/15 – General Fund – Replacing Anthony Dosela Jr.
4. Kevan Ford – Community Services – From Temporary WEX Participant – To Administrative Clerk Senior – 08/17/15 – Various Funds – Replacing Lydia Morales

**END PROBATIONARY PERIOD:**

5. Daniel Lowe – Probation – Deputy Probation Officer 2 – 08/19/15 – Adult Intensive Probation Supervision Fund
6. Pamela Alvino – Treasurer’s Office – Accounting Clerk Specialist – 08/15/15 – General Fund
7. Tiffiney Sanchez – Treasurer’s Office – Accounting Analyst – 08/15/15 – General Fund

**DEPARTMENTAL TRANSFERS:**

8. Robert Swinford – County Attorney’s Office – From Deputy County Attorney – To Deputy County Attorney Senior – 08/17/15 – From Cost of Prosecution Reimbursement Fund – To General Fund – Replacing Lauren Ramirez

**OTHER ACTIONS:**

9. Arthur Power IV – Public Works – Building Maintenance Technician – 08/13/15 – Facilities Management Fund – Changing resignation date from 08/06/15 to 08/13/15
10. Joshua Beck – Health and Emergency Services – Emergency Management and Public Health Emergency Preparedness Manager – 07/27/15 – From Bio Terrorism Program(.60)/General(.40) Funds – To Bio Terrorism Program(.30)/General(.70) Funds – Change in fund codes
11. Nicholas Montague – Community Services – Fiscal Services Manager – 07/01/15 – Various Funds – Change in fund codes
12. Gabriel Eylicio – Community Services – Housing Project Administrator – 07/01/15 – From Housing – To Housing(.50)/Housing Rehabilitation(.50) Funds – Change in fund codes
13. Celena Cates – Health and Emergency Services – Executive Administrative Assistant – 08/17/15 – Health Service(.75)/Public Health Accreditation(.25) Funds – To Health Service(.50)/Public Health Accreditation(.50) Funds – Change in fund codes

**REQUEST TO POST:**

14. County Attorney’s Office – Deputy County Attorney – Vacated by Robert Swinford

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 18, 2015**

**DEPARTURES:**

1. William McDaniel – Public Works – Building Maintenance Technician Senior – 09/25/15 – Facilities Management Fund – DOH 06/09/08
2. Anthony Martinez – Sheriff’s Office – 911 Dispatcher – 07/27/15 – General Fund – DOH 07/27/15
3. Briana Goss – Sheriff’s Office – Temporary Accounting Clerk Specialist – 07/29/15 – General Fund – DOH 07/29/15

**NEW HIRES:**

4. Cody Trotter – Sheriff’s Office – Detention Officer – 08/31/15 – General Fund – Replacing Joseph Cook
5. Adela Valenzuela – Public Fiduciary – Public Fiduciary Finance Specialist – 08/24/15 – General Fund – Replacing Antonella Campos

**TEMPORARY HIRES TO COUNTY SERVICES:**

6. Ernest Salcido – Constituent Services 2 – Temporary Laborer – 08/24/15 – Constituent Services 2 Fund – Replacing Tannyn Garcia

**END PROBATIONARY PERIOD:**

7. Devin Alvarez – Public Works – Building Maintenance Technician – 08/23/15 – Facilities Management Fund
8. Jessie Perez – Sheriff’s Office – 911 Dispatcher – 09/15/15 – General Fund

**DEPARTMENTAL TRANSFERS:**

9. Karen Yanez – From Clerk of Court – To County Attorney’s Office – From Courtroom Clerk Title IV-D – To Legal Secretary Senior – 08/31/15 – From General Fund – To General(.10)/A G Victim Rights (.90) Funds – Replacing Terry Dalton
10. Debra Blevins – Health and Emergency Services – From Administrative Clerk Senior – To Accounting Analyst – 08/24/15 – From Immunization Fund – To Various Funds – Replacing Debra Blevins

**OTHER ACTIONS:**

11. Leitha Griffin – Community Services – Administrative Assistant – 07/01/15 – Various Funds – Change in fund codes
12. Dana True – Community Services – Accounting Clerk Senior – 07/01/15 – Various Funds – Change in fund codes
13. Malissa Buzan – Community Services – Director of Community Services – 07/01/15 – Various Funds – Change in fund codes

**REQUEST TO POST:**

14. Clerk of Court – Courtroom Clerk Title IV-D – Vacated by Karen Yanez
15. Recorder’s Office – Voter Outreach Assistant – Vacated by Louise Talahytewa
16. Recorder’s Office – Recorder’s Clerk – Vacated by Shealene Stidham
17. Recorder’s Office – Recorder’s Clerk Senior – Vacated by Shealene Stidham

**HUMAN RESOURCES ACTION ITEMS**

**AUGUST 18, 2015**

**PAGE 2 OF 2**

18. Assessor's Office – Mapping Technician – Vacated by Sue Pontel
19. Assessor's Office – Property Appraiser 1 – New position
20. Finance – Buyer – Vacated by Joni Erwin

**HUMAN RESOURCES ACTION ITEMS**  
**AUGUST 25, 2015**

**DEPARTURES:**

1. Joni Erwin – Finance – Buyer – 08/22/15 – General Fund – DOH 01/21/14
2. Amanda Olvera – Health and Emergency Services – Animal Care Worker – 08/28/15 – Rabies Control Fund – DOH 06/02/14

**END PROBATIONARY PERIOD:**

3. Calley Anderson – County Attorney’s Office – Deputy County Attorney – 09/02/15 – General Fund
4. Micah Wheeler – Assessor’s Office – Property Appraiser I – 08/23/15 – General Fund
5. Jessica Lopez – Assessor’s Office – Property Appraiser I – 09/09/15 – General Fund

**DEPARTMENTAL TRANSFERS:**

6. Joseph Williams – Assessor’s Office – From Property Appraiser II – To Chief Deputy Assessor – 08/31/15 – General Fund – Replacing Lisa Romo
7. Erika Pisano – Probation – From Deputy Probation Officer II – To Deputy Probation Officer IV – 08/24/15 – From General Fund – To JPSF (.78)/ Weekend Res Center (.22) Funds – Replacing Patrice Goodman
8. Marcos Diaz – Probation – From Surveillance Officer – To Deputy Probation Officer I – 08/24/15 – From General(.50)/Adult Probation Service Fees(.50) Funds – To General Fund – Replacing Erika Pisano

**REQUEST TO POST:**

9. Health and Emergency Services – Animal Care Worker – Vacated by Amanda Olvera
10. Health and Emergency Services – Administrative Clerk Senior – Vacated by Debra Blevins
11. Assessor’s Office – Property Appraiser I – Vacated by Joseph Williams

**ARF-3320**

**Consent Agenda Item**

**5. N.**

**Regular BOS Meeting**

**Meeting Date:** 09/01/2015

**Reporting Period:** August 7, 2015; and August 14, 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 8-7-15; and 8-14-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 3, 2015, through August 7, 2015; and August 10, 2015 through August 14, 2015.

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**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 8-7-15 and 8-14-15

Service Contract Agreement CNT003055-07-Multicard

Amendment No. 3-Lori Martinez

Authorization to utilize Maricopa County contract-Norment Security

Amendment No. 1-Holyoak's Equipment Repair

Amendment No. 2-North Mechanical

Amendment No. 1-US Imaging

Service Agreement No. 080515-Kino Floors

Amendment No. 4-Payson Place

Service Agreement No. 080415-Four Corners Concrete

Authorization to increase CCS Presentation Systems estimated amount

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

*August 03, 2015 thru August 07, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
CNT003055-07 Multicard	Service Contract Agreement CNT00305-07	\$1,580.00	8-15-15 to 8-14-16	8-4-15	Expires	Renewal for Maintenance Agreement on the two Sheriff's Office fingerprint scanners, card printers and related equipment. Includes one preventative maintenance service per year per card printer and all parts, labor, travel and mileage. Consumables not included.
080913-1 Lori Martinez, PhD, LPC, LISAC, NCC	Amendment No. 3 to Professional Services Agreement No. 080913-1 HIV Care and Services	Decrease original contract amount of \$4,000 by \$1,500 for a new total contract amount of \$2,500	4-1-15 to 3-31-16	8-4-15	Expires	Due to budget adjustments being made by the Health Department at this time, Amendment No. 3 will serve to decrease the contract amount by \$1,500.00 for a new contract amount of \$2,500.00. Contractor will provide HIV Care and Services for the Payson area.
13024S Norment Security Group	Authorization to utilize Maricopa County Contract with Norment Security Group for a Maintenance Contract	\$5,000.00 if needed and as service is requested	7-27-15 to 6-30-16	8-4-15	Expires	The Sheriff's Office wishes to have a Maintenance Agreement in place for any repair on the Cameras and Recording System in the Jail that may be required.

*August 03, 2015 thru August 07, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
012815 Holyoak's Equipment Repair & Welding	Amendment No. 1 to Service Agreement No. 012815	Increase original contract amount of \$4,450 by \$6,500 for a new total contract amount of \$10,950	3-18-15 to 3-17-16	8-4-15	Expires	The Public Works Department in Payson wishes to increase the contract amount to Holyoak's Equipment Repair & Welding contract to cover any additional work performed in FY 2015-2016.
102414-1 North Mechanical LLC	Amendment No. 2 to Service Agreement No. 102414-1 HVAC Repair & Maintenance	Increase contract amount of \$4,590.32 by \$3,000 for a new total contract amount of \$7,590.32	11-19-14 to 11-18-15	8-4-15	Option to renew for two additional one year periods	Facilities wishes to increase the contract amount to cover costs of replacing parts and making repairs to various HVAC units, when the need arises.

*August 10, 2015 thru August 14, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
030413-1 US Imaging	Amendment No. 1 to Professional Services Contract No. 030413-1 Recorder's Office Imaging	Not to exceed \$14,512.20	03-13-15 to 03-13-16	8-12-15	Option to renew for one additional one year period	US Imaging provides document managing to the County Recorder's Office by microfiche.

*August 10, 2015 thru August 14, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
080515 Kino Floors	Service Agreement No. 080515 Replace Flooring-Justice Court Vault Globe Justice Court	Not to exceed \$457.60	08-12-15 to 08-26-16	8-12-15	Expires	Replacement flooring is needed in the Justice Court Vault.
Payson Place, LLC	Amendment No. 4 to Lease Agreement Gila County and Payson Place	\$4,925.76	09-1-15 to 03-31-16	8-12-15	Option to renew annually	Extension to lease agreement for County Attorney's office in Payson, AZ. Term will run through March 31, 2016.
080415 Four Corners Concrete	Service Agreement No. 080415 Concrete Sidewalk Replacement-Trip Hazard Payson Health & Environmental Building	\$5,424.00	08-12-15 to 08-30-15	8-12-15	Expires	Contractor to remove and replace 15sq. ft. area of concrete and 528 sq. ft. area of asphalt to correct a trip hazard area that has arisen in the transition from the parking area to the sidewalk area of the south side of the Health & Environmental Building in Payson.
ADSP012-032703 CCS Presentation	Authorization to utilize State Contract with CCS Presentation to increase estimated amount of repair	Increase estimated amount of \$405.80 by \$399.76 to cover actual cost of repair in the amount of \$805.56	07-08-15 to 08-30-15	8-12-15	Expires	The SMART board in the Gila County Emergency Operations Center is not communicating with the station that is installed to operate it. The County approved an earlier estimate for a service call and repairs. The initial estimate was in the amount of \$405.80. Actual costs to get the system running came in at \$805.56.



**SERVICE CONTRACT AGREEMENT**

Contract # CNT003055-07

3370 San Fernando Rd, #202  
 Los Angeles, CA 90065  
 Phone: 888-916-0160 FAX: 888-916-0164

**To:** Gila County Finance Dept.  
 Attn: Dave Luhm  
 1400 E. Ash Street  
 Globe, AZ 85501

Contract #	CNT003055-07	Contract Description	QUOTED: Awaiting acceptance	Start Date	08/15/2015	End Date	08/14/2016
Period Billing Int	1 Year	Terms	Net 30 Days	<b>Total Contract Charge</b>		\$1,580.00	

<b>Categories of Parts Excluded from Contract</b>							
Supplies							

<b>Notes</b>
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This quote is for the renewal of your maintenance agreement for the equipment listed and the dates stated. This agreement includes the following services:

- 1 Preventive Maintenances (PMs) per year per card printer.
- All parts, labor, travel time, mileage
- Card usage of 30,000 cards per card printer per year is the maximum covered under this agreement

Consumables are not included. If you have any questions or require information about your equipment service contract, please contact us at (888) 383-6083 x 151.

Please refer to the reverse side for complete Terms and Conditions.

<b>Equipment Included under Contract</b>			
<b>Equipment Location</b>		Address	Gila County Sheriff's Office Gloria Stuhmer 1100 South Street Globe, AZ 85501
<b>Serial No</b>	Q94046		
<b>Description</b>	CP60 Plus Printer, Color, Duplex, 100 card hopper	<b>Equip Charge</b>	\$872.00
<b>Serial No</b>	GS65010335		
<b>Description</b>	ID Centre Gold v6.5 Upgrade for customers using ID Centre Gold, or ID Works Enterprise	<b>Equip Charge</b>	\$467.00
<b>Serial No</b>	8L3952		
<b>Description</b>	Signature Pointe Solution	<b>Equip Charge</b>	\$178.00
<b>Serial No</b>	U04050		
<b>Description</b>	Fingerprint Scanner	<b>Equip Charge</b>	\$63.00

Please return this signed agreement with your check, signed credit card authorization form and/or purchase order before the start date of the contract. Thank You!

SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK HEREOF.

Print Name: DAVE E. MCDANIEL JR. Signature: [Signature] Date: 8/4/15  
 Customer Signature  
 Multicard Representative: Gisell Lopez

## ATTACHMENT "A"

### Gila County Contractor Standard Terms and Conditions Addendum

#### A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

#### B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

#### C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

#### D. Relationship to 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. 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.

#### E. 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.

#### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 the 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.

G. 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 provision in conflict with this Contract shall have any force or effect.

H. 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.

I. 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.

J. Cancellation

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

#### K. 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.

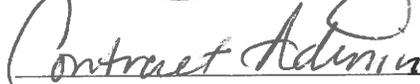
Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with 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.

L. 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.

  
\_\_\_\_\_  
Multicard Inc.  
  
\_\_\_\_\_  
Title

Date 7/23/2015



**AMENDMENT NO. 3**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES AGREEMENT NO. 080913-1  
HIV CARE AND SERVICES**

Effective April 01, 2013, Gila County and Lori Martinez, PhD, LPC, LISAC, NCC entered into a contract whereby Lori Martinez, PhD, LPC, LISAC, NCC would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

**Amendment No. 1 to Professional Services Agreement 080913-1** was executed on March 12, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

**Amendment No. 2 to Professional Services Agreement No. 080913-1** was executed on March 17, 2015 to extend the contract term for one (1) additional one year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$4,000.00, without written approval from the County.

Due to budget adjustments, at this time, the Health Department finds it necessary to decrease the dollar amount of the contract by One Thousand Five Hundred dollars and no/100's (\$1,500.00).

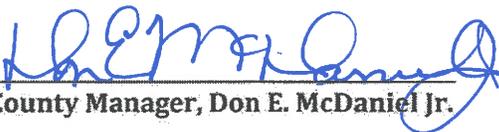
**Amendment No. 3 to Professional Services Agreement No. 080913-1** is being issued to decrease the dollar amount by One Thousand Five Hundred dollars and no/100's (\$1,500.00) for a new total contract amount not to exceed Two Thousand Five Hundred dollars and no/100's (\$2,500.00).

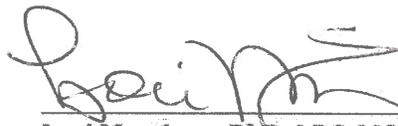
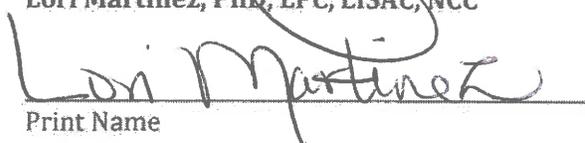
All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2015 to March 31, 2016 renewal period.

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 AUGUST, 2015.

GILA COUNTY:

CONTRACTOR:

  
County Manager, Don E. McDaniel Jr.

  
Lori Martinez, PhD, LPC, LISAC, NCC  
  
Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Maintenance Agreement- Cameras and Recording System in the Jail Contract No.: 13024-S Maricopa County/ S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences) To have a Maintenance Agreement in place for any repair on the Cameras and Recording System in the Jail

Contract End Date: 07/27/15 to 06/30/16 Renewal Option: [ ] Yes [X] No

Maximum Dollar Limit: \$5,000.00

Contract Information

Firm Name: Norment Security Group, Inc. Contact Person: Matt Bauer

Address: 446 North Austin Drive Suite 1 Phone No: 480-940-6970

City: Chandler State: AZ Fax: 480-753-3533 Email: matt.bauer@normentsecurity.com

Fund: General Fund/Sheriff/Detention/Non-specified/Communications Equipment Expense Type of Funds: [ ] Restricted

Fund Code: 1005.300.442.000.4230.20 [ ] Grant [ ] General Fund [ ] Other

Date Sent for Legal Review: n/a Date Returned:

Special Notes: Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes Maricopa County, for cooperative purchasing. By using the Maricopa County contract with Norment Security Group, Inc., it will save the county in both time and money for a rate that already been established in the Maricopa County bidding process.

Authorization to use a Cooperative Purchasing Agreement with Maricopa County, Contract No. 13024-S, for Security Electronic Systems: Parts, Maintenance & Repair approved this 04TH day of AUGUST 2015.

GILA COUNTY MANAGER

Don E. McDaniel, Jr. (with signature)



446 North Austin Drive, Suite 1  
 Chandler, AZ 85226-2634  
 Phone: 480-940-6970  
 FAX: 480-753-3533

**SECURITY GROUP, INC.**  
 www.normentsecurity.com

July 30, 2015  
 Re: Gila County Maintenance Contract

Betty,

We would like to thank you for contacting Norment Security Group and we appreciate the opportunity to conduct business with Gila County. We understand that Major Solberg would like to begin a maintenance contract on an as needed basis to cover labor, cameras and recording equipment. As I stated in our earlier phone call, we will contact the Major to obtain further details.

As per your request see below for our Maricopa County contract information.

"Security Electronic Systems: Parts, Maintenance and Repair", serial 13024-S.

"All terms and conditions to contract # 13024 S apply".

**SERIAL 13024-S**

**NORMENT SECURITY GROUP, 446 N AUSTIN DR, STE 1, CHANDLER, AZ 85226**

<b>Labor Rates</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Labor: Regular Business Hours Service Work	\$100.00	1	hour
Labor: After Hours Service Work	\$150.00	1	hour
Labor: Weekend Service Work	\$150.00	1	hour
Labor: Holiday Service Work	\$150.00	1	hour
Parts, Components, Materials, Cost Plus	25.00%	1	each
Labor: Outside the Scope of Work	\$150.00	1	hour

**Training Rate**

<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Training Rate	\$150.00	1	hour

**13024-Alternative Price Line Items - Norment Security Group.pdf**

PRICING SHEET: NIGP CODE 93673

Vendor Number:

2011000344 0

Certificates of Insurance

Required

Contract Period:

To cover the period ending **October 31, 2016**

If I can be of further assistance or if you should have other questions please don't hesitate to call me at (480) 940-6970 or contact me at [kathy.walton@normentsecurity.com](mailto:kathy.walton@normentsecurity.com) .

Sincerely,

A handwritten signature in cursive script that reads "Kathy Walton".

Kathy Walton  
Office Manager  
Norment Security Group, Inc.



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 012815**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**MISCELLANEOUS EQUIPMENT REPAIR AND WELDING**

**NORTHERN GILA COUNTY PUBLIC WORKS**

Effective March 18, 2015, Gila County and Holyoak's Equipment Repair & Welding entered into a contract whereby Holyoak's Equipment Repair & Welding agreed to provide miscellaneous equipment repair and welding for Northern Gila County Public Works.

The Public Work Departments would like to increase the original contract amount of Four Thousand Four Hundred Fifty dollars and no/100's (\$4,450.00) by an additional Six Thousand Five Hundred dollars and no/100's (\$6,500.00) for work to be performed in fiscal year 2015/2016.

**Amendment No. 1 to Service Agreement No. 012815** will serve to increase the contract amount by an amount of Six Thousand Five Hundred dollars and no/100's (\$6,500.00).

Consequently, the contract is amended to increase the contract amount by \$6,500.00 for a new total contract amount of Ten Thousand Nine Hundred Fifty dollars and no/100's (\$10,950.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 18, 2015 to March 17, 2016 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 04<sup>TH</sup> day of AUGUST, 2015.

**GILA COUNTY**

**HOLYOAK'S EQUIPMENT REPAIR & WELDING**

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

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

Date: 8/4/15



## **AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **SERVICE AGREEMENT NO. 102414-1 HVAC REPAIR AND MAINTENANCE NORTH MECHANICAL LLC**

Effective November 19, 2014, Gila County and North Mechanical entered into a contract whereby North Mechanical agreed to provide On-Call HVAC repairs and maintenance for the Timber Region of Gila County.

**Amendment No. 1 to Service Agreement 102414-1** was executed on July 7, 2015 to increase the original contract amount from Four Thousand dollars and no/100's (\$4,000.00) by Five Hundred Ninety dollars and 32/100's (\$590.32), for a new contract total of Four Thousand Five Hundred Ninety dollars and 32/100's (\$4,590.32).

Public Works would like to increase the contract amount by an additional Three Thousand dollars and no/100's (\$3,000.00) to add funds, *if required*, to cover the costs of replacing parts and making repairs to various HVAC units throughout the County, during the November 19, 2014 to November 18, 2015 contract term.

**Amendment No. 2 to Service Agreement No. 102414-1** will increase the contract amount by an additional Three Thousand dollars and 00/100's (\$3,000.00).

Consequently, the contract is amended to increase the contract amount by \$3,000.00 for a new total contract amount of Seven Thousand Five Hundred Ninety dollars and 32/100's (\$7,590.32).

All other terms and conditions of the original agreement shall remain in full force and affect during the November 19, 2014 to November 18, 2015 term.

**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 AUGUST, 2015.

GILA COUNTY:

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

Date: 8/4/15

NORTH MECHANICAL LLC

  
\_\_\_\_\_  
Signature

Darin North  
\_\_\_\_\_  
Print Name



## AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

### PROFESSIONAL SERVICES CONTRACT NO. 030413-1

#### RECORDER'S OFFICE IMAGING

Effective March 13, 2013, Gila County and US Imaging, Inc. entered into a contract whereby US Imaging, Inc. agreed to provide Recorder's Office Imaging to the Gila County Recorder's Office. Per Article 14 - Term of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The contract expires March 12, 2015. Per page 6, Article 14 - Term, 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 agree to exercise this option and agree to extend the contract term for one (1) year from March 13, 2015, to March 12, 2016.

**Amendment No. 1 to Professional Services Contract No. 030413-1** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from March 12, 2015 to March 13, 2016.

Contractor will continue to bill for services pursuant to Attachment "A" of the original contract, but in no event shall charges for the March 13, 2015 to March 12, 2016 extension exceed \$14,512.20 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 March 12, 2015 to March 13, 2016 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 12<sup>th</sup> day of August, 2015.

GILA COUNTY

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

US IMAGING, INC.

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

CONFIDENTIAL

The following information is being furnished to you for your information only and is not to be disseminated outside your organization.

This information is being furnished to you in confidence and is not to be disseminated outside your organization.

CONFIDENTIAL AND PROPRIETARY INFORMATION

CONFIDENTIAL INFORMATION

The following information is being furnished to you for your information only and is not to be disseminated outside your organization. This information is being furnished to you in confidence and is not to be disseminated outside your organization.

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The following information is being furnished to you for your information only and is not to be disseminated outside your organization. This information is being furnished to you in confidence and is not to be disseminated outside your organization.

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*

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. 080515**  
**REPLACE FLOORING-JUSTICE COURT VAULT**  
**GLOBE JUSTICE COURT**

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, LLC, 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 **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 080515** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080515** 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 080515**, 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 commences on the date it is signed by the County Manager and remains in effect for two weeks after award.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$457.60 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. 080515 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 8/12/15

**KINO FLOORS & INTERIORS, LLC**

  
\_\_\_\_\_  
Signature

DALE FLETCHER  
Print Name

**KINO FLOORS & INTERIORS, LLC**  
401 N. Broad Street  
GLOBE, AZ 85501

# JOB ESTIMATE

(928) 425-9443 Fax (928) 425-6249

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

7-30-15

JOB NAME/LOCATION \_\_\_\_\_

JUSTICE COURT SAFE

TO GILA COUNTY  
ASH ST  
Globe

JOB DESCRIPTION:

PRIME SAND

> MANNINGTON Y.C.T. 12X12X1/8 PRIME SAND LBS

200 lb @ 2.00 400.00

INSOLL COUNTY OWN BAY 40.00

440.00

S/TX 17.60

457.60

Need 1/2 hr. install

1 hr.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST \_\_\_\_\_

ESTIMATED  
BY \_\_\_\_\_



## AMENDMENT NO. 4 to LEASE AGREEMENT

*The following amendments are hereby incorporated into the agreement for the below project*

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**GILA COUNTY  
AND  
PAYSON PLACE LLC**

Amendment No. 4 to the Lease Agreement made this 12<sup>th</sup> day of August, 2015, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

### RECITALS

**WHEREAS**, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 South Beeline Highway, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease agreement dated September 20, 2011, hereinafter referred to as the "Lease", in which the Premises are more particularly described; and,

**WHEREAS**, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

**NOW, THEREFORE**, Lessor and Lessee hereby mutually agree as follows:

1. To renew the lease for a term of six (6) months, beginning on September 1, 2015, and expiring March 31, 2016. The monthly rent for this lease shall be at the existing rental rate of Eight Hundred dollars (\$800.00), plus 2.62% (\$20.96) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 2.12% tax charged by the Town of Payson), for the term of September 1, 2015 to March 31, 2016.
2. Lessee will pay rent of \$4,800.00 plus privilege tax of \$125.76 for six (6) months' rent. The Lessor, Payson Place, LLC, 4848 E. Cactus Road, Suite 505, Box 109, Scottsdale, AZ 85254; will send an invoice for the six (6) month period of the term of this lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

**TENANT:**

Gila County Arizona

  
Don E. McDaniel, Jr., County Manager

**LANDLORD:**

Payson Place, LLC

  
Brent Meszaros, Managing Member

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

**TENANT:**  
Gila County Arizona

  
Don E. McDaniel, Jr., County Manager

**LANDLORD:**  
Payson Place, LLC

  
Brent Meszaros, Managing Member

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. 080415**  
**CONCRETE SIDEWALK REPLACEMENT-TRIP HAZARD**  
**PAYSON HEALTH & ENVIRONMENTAL BUILDING**

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Four Corners Concrete, 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: Refer to attached Attachment "A" to **Service Agreement 080415** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080415** 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 080415**, 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 commences on the date it is signed by the County Manager and remains in effect through August 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,424.00 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 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. 080415 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 8/12/15

**FOUR CORNERS CONCRETE**

  
Signature

BRAD L MEYOCKS  
Print Name

5/20/0

<b>Proposal</b>		Page # _____ of _____ pages
Four corners concrete Brad myoicks 928 970 0920 Bob ODonnell 970 0548		7-17-2015
PROPOSAL SUBMITTED TO:	DAVID Buntington	JOB # _____
ADDRESS		JOB LOCATION WIA COUNTY
PHONE #		DATE OF PLANS
FAX #		ARCHITECT

**We** hereby submit specifications and estimates for:

Remove and Replace 16x33 520 SQFT  
 ESCAVATE AND SAW CUT FOR 6'x6' PARKING AREA  
 AND REMOVE AND REPLACE CONCRETE SIDE WALK  
 AREA 150 SQ FT LABOR AND MATERIAL TOTAL 5424.00  
 PLUS TAX

**We** propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ \_\_\_\_\_ Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted \_\_\_\_\_

Note: - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

EXECUTIVE SUMMARY FORM

Contract Name: Service Estimate Contract No.: Arizona Procurement Contract No. ADSP012-032703

**Statement of Purpose and Need (3-5 Sentences)**

The SMART board in the Gila County Emergency Operations Center is not communicating with the station that is installed to operate it. The County approved an earlier estimate for a service call and repairs. The initial estimate was in the amount of \$405.80. Actual costs to get the system running came in at \$798.12.

Contract End Date: 07-08-15 to 08-31-15

Renewal Option:  Yes  
 No

Maximum Dollar Limit: Increase original amount of \$405.80, by \$399.76 for a total amount of \$805.56

Contract Information

Firm Name: CCS Presentation Contact Person: Mandy Brehm

Address: 17350 N. Hartford Drive Phone No: 480-348-0100 Ext. 269

City: Scottsdale State: AZ Fax: \_\_\_\_\_ Email: [mbrehm@ccssouthwest.com](mailto:mbrehm@ccssouthwest.com)

Fund: Public Health Emerg Preparedness/Health/Repair & Maint- data processing equipment

Type of Funds:  Restricted

Fund Code: 2550.404.4300.25

Grant  
 General Fund  
 Other

Date Sent for Legal Review: n/a

Date Returned: \_\_\_\_\_

**Special Notes:**

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with CCS Presentation Systems, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-032703, with CCS Presentation Systems approved this 12<sup>th</sup> day of August, 2015.

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr.