

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:

REGULAR MEETING - TUESDAY, OCTOBER 6, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PUBLIC HEARINGS:**
 - A. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)** Information/Discussion/Action to approve the amended Gila County Floodplain Management Ordinance. **(Darde deRoulhac)** Adopted
(Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Board of Supervisors.)

3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to authorize the Chairman's signature on two 12D Fund Applications submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache Gold Casino; the first application in the amount of \$4,000, and the second application in the amount of \$5,560. Authorized
(Mike Pastor)

- B. Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona, that was deeded to the State of Arizona by Treasurer's Deed in the year 1936. **(Michael Pastor/Marian Sheppard)** Tabled
- C. Information/Discussion/Action to adopt Proclamation No. 2015-11 proclaiming October 2015 as "Domestic Violence Awareness Month" in Gila County. **(Carolyn Gillis)** Adopted
- D. Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle. **(Johnny Sanchez)** Tabled
- E. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 062615) between Gila County and the Bullion Plaza Cultural Center Museum whereby the County will disburse \$10,000 to the Museum that will be used for Museum maintenance and improvements; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)** Approved

- | | | |
|----|---|------------|
| F. | Information/Discussion/Action to establish five vote centers within Gila County while maintaining eleven existing voting precincts, and authorize the Elections Director to submit a request for pricing from various vendors for the purchase of elections equipment. (Eric Mariscal) | Approved |
| G. | Information/Discussion/Action to authorize the Gila County Community Services Division to submit a 12D Fund Application in the amount of \$19,890 to the San Carlos Apache Tribe and the Apache Gold Casino Resort which, if approved, will be used to fund certification and training programs for local contractors. (Malissa Buzan) | Authorized |
| H. | Information/Discussion/Action to accept an Arizona Nutrition Network Supplemental Nutrition Assistance and Education Program award offer for Request for Grant Application (RFGA) No. ADHS15-00004836 from the Arizona Department of Health Services in the amount of \$200,638 per year for a 3-year period which, if accepted, will enable the Health and Emergency Management Division to implement a policy, systems and environmental change focus to be used for population health initiatives in the areas of food systems, active living, school health, and early childhood education. (Paula Horn) | Accepted |
| I. | Information/Discussion/Action to consider selling Assessor's parcel number 101-12-109A, which is owned by the State of Arizona in care of the Board of Supervisors, to the Town of Winkelman in the amount of \$1.00. (John Marcanti) | Sold |

- J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-116, that is owned by the State of Arizona in care of the Board of Supervisors. **(Marian Sheppard)** Sold
- K. Information/Discussion/Action to: 1) Reject all bids submitted for the Copper Administration Building Renovation Project, which item was tabled at the Board's Regular Meeting of September 1, 2015; 2) Approve Option "B" utilizing the Job Order Contract method of construction; 3) Approve a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building Remodel Project; 4) Instruct staff to replenish the Capital Projects Reserves fund as soon as reasonably possible; and, 5) Endorse the continuation of the Copper Administration Building Project Team's involvement for the duration of the project. **(Jeff Hessenius and Steve Sanders)** Rejected
- L. Information/Discussion/Action to reject all bids related to IFB No. 032315-1 for the Copper Administration Building Interior Renovation Project allowing the Board to proceed with the Job Order Contracting method of project implementation. **(Jeff Hessenius and Steve Sanders)** Rejected
4. **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. 3 and Amendment No. 4 to the Cenpatico Prevention Services Agreement to address underage drinking and drug abuse in Gila County for the period of July 1, 2015, to September 30, 2015, whereby \$8,517 will be added to the total agreement amount. Approved
- B. Approval of Amendment No. 8 to Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division to provide a total contract amount of \$200,419.00 and extend the contract period from July 1, 2015, through June 30, 2016, in order to provide continued public health emergency preparedness services. Approved
- C. Acknowledgment of Ed Carpenter's resignation from the Gila County Sheriff's Office Correctional Officers Retirement Plan (CORP) Local Board for Detention Officers and Non-Uniformed Officers, and the CORP Local Board for Dispatchers, and the appointment of Gary Andress to each Local Board to fulfill Ed Carpenter's unexpired term of office, effective October 6, 2015, through December 31, 2015. Acknowledged
- D. Acknowledgment of Rosemary Reed's resignation from the Christopher Kohl's Fire District Board of Directors and the appointment of Tom James to fulfill Mrs. Reed's unexpired term for the period of August 17, 2015, to December 31, 2016. Acknowledged

- | | | |
|----|---|--------------|
| E. | Acknowledgment of the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board by the Navajo County Board of Supervisors. | Acknowledged |
| F. | Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. | Acknowledged |
| G. | Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. | Acknowledged |
| H. | Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Constable's Office. | Acknowledged |
| I. | Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |
| J. | Acknowledgment of the August 2015 monthly activity report submitted by the Clerk of the Superior Court's Office. | Acknowledged |
| K. | Approval of the September 15, 2015, and September 16, 2015, Board of Supervisors' meeting minutes. | Approved |
| L. | Acknowledgment of the Human Resources reports for the weeks of September 1, 2015, September 8, 2015, September 15, 2015, September 22, 2015, and September 29, 2015. | Acknowledged |

- M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 31, 2015 through September 4, 2015; September 7, 2015, through September 11, 2015; and, September 14, 2015, through September 18, 2015. Acknowledged
- N. Approval of finance reports/demands/transfers for the weeks of September 22, 2015, September 29, 2015, and October 6, 2015. Approved
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. No Comments
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. 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-3356

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Darde De Roulhac, Flood Control District Chief Engineer

Submitted By: Darde De Roulhac, Flood Control District Chief Engineer, Public Works Division

Department: Public Works Division Division: Floodplain

Information

Request/Subject

Proposed Amendment to Gila County Floodplain Management Ordinance

Background Information

The proposed revisions are to the Gila County Floodplain Management Ordinance which was approved on October 26, 2010. The Board authorized publication of this proposed Ordinance Amendment on August 17, 2015. This is a public hearing to hear public comments and approve the proposed amendment to the adopted Ordinance.

Evaluation

Please see the attachment titled

"Proposed_Floodplain_Ordinance_Amendment_Summary_10-06-2015."

Conclusion

This amendment is in compliance with Arizona Revised Statutes and FEMA regulations for management of development within floodplains.

Recommendation

Staff recommends that the Board adopt this proposed amendment to the Gila County Floodplain Management Ordinance.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)

Information/Discussion/Action to approve the amended Gila County Floodplain Management Ordinance. **(Darde deRoulhac) (Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Board of Supervisors.)**

Attachments

Ordinance Revised Page 15 Per Attorney Request during Meeting

Ordinance Amendment

Summary

Ordinance Additions / Deletions

“Waste Disposal System” means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term “waste disposal system” does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.
- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

“Wet Floodproofing” means the design of a structure to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters, in accordance with established criteria.

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

December 22, 1986
Amended June 28, 1993
Amended November 4, 1997
Amended June 4, 2003
Amended April 15, 2008
Amended October 26, 2010
Amended October 6, 2015

Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

APPROVED AS TO FORM:

Jefferson R. Dalton,
Deputy Gila County Attorney
Civil Bureau Chief

Date

APPROVED BY:

Michael A. Pastor, Chairman
Gila County Flood Control District

Date

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Arizona has in A.R.S. §48-3601 through §48-3628-delegated the responsibility to county flood control districts to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Flood Control District (Board of Directors) of Gila County, Arizona, does ordain as follows:

1.2 FINDINGS OF FACT

- A. The flood hazard areas of Gila County are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety, and general welfare.

- B. These flood losses may be caused by the cumulative effect of obstructions in regulatory floodplains which increase flood heights and velocities and, when inadequately anchored, may cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage may also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health.
- B. To minimize expenditure of public money for costly flood control projects.
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- D. To minimize prolonged business interruptions.

- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in regulatory floodplains.
- F. To help maintain a stable tax base by providing for the sound use and development of regulatory floodplains so as to minimize future flood blight areas.
- G. To ensure that potential buyers are notified that property is in a regulatory floodplain.
- H. To ensure that those who occupy the regulatory floodplains assume responsibility for their actions.
- I. To participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Administrative Flood Hazard Area," also known as "Administrative Floodplain" means an area officially designated as a special flood hazard area by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a Special Flood Hazard Area on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Flood Hazard Area" is to be regulated as a "Special Flood Hazard Area" pursuant to Section 3.2 of this Ordinance. Designation of administrative floodplains and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

"Administrative Floodway" means an area officially designated as a floodway by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a floodway on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Floodway" is to be regulated as a "Regulatory Floodway" pursuant to Section 5.8 of this Ordinance. Designation of administrative floodways and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"All-weather access" means the construction of roads and stream crossings in such a way that no more than one foot of water shall pass across them for brief intervals during a flood of 100-year frequency with the peak flow velocity not exceeding eight feet per second at any location. The 25-year event shall be conveyed underneath the crossing.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Area of jurisdiction" means the incorporated and unincorporated areas of the county, including public lands, excluding those incorporated areas of cities or towns which have elected to assume floodplain management powers and duties pursuant to A.R.S. §48-3610.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the natural contours existing prior to excavation.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides. This includes areas having earthen floors (such as spaces designed for utility access or storage).

"Base flood " means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" means the elevation of the water surface of the base flood. The base flood elevation may be expressed in terms of elevation above a specified datum or as a flow depth.

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away during the base flood without damage to the structural integrity of the building on which they are used or any structures to which they might be carried by flood waters.

"Building" . See "structure."

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facility" means a public or private facility which provides critical services to emergency response and/or recovery efforts in the event of flooding. Critical facilities include, but are not limited to fire stations, police stations, hospitals, emergency operations centers, as well as facilities for parking, maintenance and fueling of vehicles and equipment used in flood response and recovery efforts.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

“Detached parking/storage building.” for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.5, et. al.), means a structure which is limited to an “accessory use,” detached from the primary structure, used solely for parking or limited storage, and which does not meet the definition of "small enclosure."

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment.

“Dry Floodproofing” means the design of a structure so that below the regulatory flood elevation, the structure is watertight with walls substantially impervious to the passage of water, having structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

"Dwelling unit" means a building containing one or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

"Encroachment" means the advance or infringement of any use into the floodplain or floodway that will impede the flow capacity of the channel, cause any increase in the regulatory floodway elevation during the occurrence of the one hundred (100) year flood and/or divert, retard, or obstruct the flow of floodwaters.

“Erosion” means the process of the gradual wearing away of land masses. This peril is not per se covered under the National Flood Insurance Program. (See Flood-related erosion).

“Erosion Setback, or Flood-Related Erosion Setback” means a setback for structures which are eligible for federal flood insurance, from a point along a watercourse, usually the top of the nearest bank, for purposes of preventing damages from flood-related erosion.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the floodplain management regulations adopted by the community.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Financial Assistance” means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) The overflow of flood waters and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source,--and/or
- (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Rate Zone" means a specific zone for flood insurance rating purposes as noted on the Flood Insurance Rate Map.

"Flood Insurance Study" means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the FIRM, and the water surface elevation of the base flood.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source - see "flooding".

"Floodplain Administrator" means the position appointed and authorized by the Floodplain Board to administer and enforce the floodplain management regulations. This position shall be the Chief Engineer of the Gila County Flood Control District.

"Floodplain Board" means the Board of Directors of the Flood Control District of Gila County at such times as they are engaged in the enforcement of this ordinance.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading/drainage and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. The design of such improvements must be certified by a Professional Engineer registered in the State of Arizona, and practicing within the field in which he is licensed. Within the "floodway," floodproofing shall, in addition to the above, mean the design and construction of improvements in such a manner as to prevent "encroachment", as defined herein.

"Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

"Flood-resistant materials" means construction materials and techniques designed so that no permanent damage is sustained as a result of exposure to floodwater for the duration of the base flood. Where flood-resistant materials are required, they must be accepted by the Federal Emergency Management Agency (per published standards).

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway" when shown on a Flood Insurance Rate Map. An "administrative floodway" shall be regulated using the same criteria as for a "regulatory floodway."

"Floodway Fringe" means the portion of the regulatory floodplain beyond the limits of the floodway.

"Fraud and victimization" as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

“Freeboard” means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

“Governing body” is the local governing unit, i.e., the Gila County Flood Control District, that is empowered to adopt and implement regulation to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is: (1). Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or (2). Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or (3). Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

By an approved state program as determined by the Secretary of the Interior; or, Directly by the Secretary of the Interior if the state does not have an approved program.

"Improvements" See "development."

"Ineffective Flow Area" means areas where water is present but not actively conveyed (for example areas just upstream or downstream of obstructions).

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

“Lowest floor” means the lowest floor of the lowest enclosed area including basement (see Basement definition). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.”

“Manufactured home” means a structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”, except that any recreational vehicle placed on a site for a period exceeding 180 consecutive days shall be considered a manufactured home for the purposes of this Ordinance.

“Manufactured home park or manufactured home subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots or spaces for rent or sale.

“Market Value” shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences. For purposes of “substantial improvement” calculations, the most recent appraisal of market value which has been performed by the Gila County Assessors office may be used as an alternate method.

“Mean Sea Level” means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

“Mudslide” (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

“Mudslide (i.e., mudflow) area management” means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

“Mudslide (i.e., mudflow) prone area means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

“New construction” means, for purposes of determining flood insurance rates, structures for which the “start of construction” commenced on or after September 27, 1985, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after September 27, 1985, and includes subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 1985.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One hundred year flood” means the flood having a one percent chance of being equaled or exceeded in any given year (see “Base flood”).

“Person” means any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups, or the state of Arizona, its agencies or political subdivisions and agents thereof.

“Program” means the National Flood Insurance Program authorized by U.S.C. 4001-4128.

"Public safety" as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

"Reasonable Repair or Alteration" (a) Such activity to a building or structure that would serve to maintain it in a manner approximating its original condition. (b) A change or rearrangement of the interior construction of an enclosed or partially enclosed building which has not been damaged to an extent exceeding fifty percent (50%) of its market value. (c) A change or rearrangement in the exterior finish or openings in an existing building not altering its exterior dimensions, or (d) Any work necessary to bring a building or structure into compliance with applicable building or life safety codes, the cost of which does not exceed fifty percent (50%) of its market value before the repair or alteration. All repairs or alterations located within a regulatory floodway must comply with the requirements for new construction in floodways. (See also "Substantial Improvements").

"Recreational vehicle" means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

For floodplain management purposes, a vehicle of the type commonly referred to as a "park model" is not considered to be a recreational vehicle. For the purposes of this Ordinance, any "recreational vehicle" placed on a site for a period exceeding 180 consecutive days shall be considered a "manufactured home".

"Recreational vehicle park" means a plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreation and vacation purposes.

"Regulatory flood elevation" (RFE) means an elevation one (1) foot above the base flood elevation.

"Regulatory Floodplain" means a "Special Flood Hazard Area" delineated on an effective "Flood Insurance Rate Map" and an "Administrative Flood Hazard Area."

"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing County, State or Federal financial exposure with regard to the structure or other development.

“Repetitive loss structure” means a structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area” “C see “Area of shallow flooding”.

“Small Enclosure” means either 1) a building for “accessory use” with an enclosed area less than or equal to 200 square feet, for which a Gila County building permit is not required; or 2) an area less than or equal to 200 square feet, enclosed by walls or fences which do not allow the free passage of flood water, for which a Gila County building permit is not required.

“Special flood hazard area” means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM.

“Start of construction” includes “substantial improvement” and other new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Standard” means a document defining standards for floodplain management as adopted by the Arizona Director of Water Resources pursuant to ARS 48-3605(A).

“Structure” means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the “market value” of the structure before the damage occurred. For purposes of “substantial damage” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. For “substantial damage” calculations, the calculation of cost to restore the structure to its before damage condition shall use the construction cost methodology described in the definition of “substantial improvement.”

"Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the “market value” of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (2) any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

For purposes of “substantial improvement” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. The cost of reconstruction, rehabilitation, addition or other improvement of a structure, shall be based on the estimated cost of construction equations used by the Gila County Building Department as part of the permit fee calculation, unless better information is available or provided by the permit applicant. Costs of construction shall include the fair market value of all labor, whether the work is contracted, performed by the owner, or donated by others.

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

“Waste Disposal System” means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term “waste disposal system” does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.
- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

“Wet Floodproofing” means the design of a structure to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters, in accordance with established criteria.

SECTION 3.0
GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all regulatory floodplains within the jurisdiction of Gila County, Arizona, except those incorporated cities and towns which have adopted a resolution in accordance with A.R.S. §48-3610.

3.2 BASIS FOR ESTABLISHING REGULATORY FLOODPLAINS

Any flood-prone areas delineated by any of the following methods are regulated by this ordinance as regulatory floodplains:

- A. The special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Gila County, Arizona and Incorporated Areas" dated December 4, 2007, with accompanying Flood Insurance Rate Maps (FIRMs), dated December 4, 2007, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study (FIS) and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator, as described in Sections 3.2.B and 3.2.C. The FIS and FIRMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.
- B. "Administrative Floodplains" as defined in Section 7.2. The Board, within its area of jurisdiction may delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of Water Resources. Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data.
- C. Floodplain delineations for development, as required by Section 5.5.G or Section 7.1 of this ordinance, and when accepted by the Floodplain Administrator. For development proposed in areas for which a detailed floodplain delineation has not yet been performed or adopted by the District, the developer shall provide a detailed floodplain and floodway delineation for the property on which development is proposed, prepared and sealed by a Professional Civil Engineer registered in the State of Arizona, in accordance with the criteria in Section 5.5.G of this ordinance. Floodplain and Floodway delineations shall be in accordance with one or more of the following criteria, as appropriate for the situation and approved by the Floodplain Administrator: State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, State Standard 9-02, "Floodplain Hydraulic Modeling," or latest revision, and other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards.

3.3 COMPLIANCE

All structures, buildings, fills, excavations, developments or land hereafter constructed, located, extended, converted, or altered is subject to the terms of this ordinance and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. considered as minimum requirements,
- B. liberally construed in favor of the governing body, and
- C. deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Gila County, the State of Arizona or political subdivision thereof, the Federal Emergency Management Agency, any officer or employee of those governmental entities, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 STATUTORY EXCEPTIONS

A. In accordance with A.R.S. §48-3609(H), nothing in this ordinance shall affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land, buildings, or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent (50%) of its value, as determined by a competent appraiser, any further use shall comply with all the provisions of this ordinance.
2. “Reasonable repair or alteration” (see definitions) of property to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and which do not change the purposes for which the building was legally used on August 3, 1984, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by fifty per cent or more shall be either flood proofed or elevated to or above the regulatory flood elevation.
3. Reasonable repair of structures with the written authorization required by A.R.S. §48-3613.
4. Facilities constructed pursuant to a certificate of environmental compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2.

B. In accordance with A.R.S. §48-3613, written authorization shall not be required, nor shall the Floodplain Board prohibit:

1. The construction of bridges, culverts, dikes, and other structures necessary to the construction of public highways, public roads, and public streets intersecting or crossing a watercourse .
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a creek, stream, river, wash, arroyo, or other watercourses to prevent erosion of or damage to adjoining land, if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45 Chapter 6.
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under this article.
4. Other construction if it is determined by the Board that written authorization is unnecessary.
5. Any flood control district, county, city, town or other political subdivision, from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1.

6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.
 7. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.
- C. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person or property.
- D. Before the types of construction authorized by A.R.S. 48-3613(B) begin, the responsible person must submit plans for the construction to the Floodplain Board for review and comment pursuant to A.R.S. 48-3613(C).
- E. In accordance with A.R.S. 48-3613(D), In addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

3.8 DECLARATION OF PUBLIC NUISANCE

All development located or maintained within any regulatory floodplain after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.9 ABATEMENT OF VIOLATIONS

After discovery of a violation of this ordinance, the Floodplain Administrator may take one or more of the following actions:

- A. Take administrative action to abate the violation; or
- B. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within thirty (30) days of such order, and he may submit a report to the Floodplain Board within twenty (20) days with a request that the Board either order abatement of the violation or grant a variance. At the next regularly scheduled public meeting, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- C. At the direction of the Board, record a notice of violation for the property; or
- D. Proceed with a criminal referral to the County Attorney pursuant to Section 3.11; or
- E. Request, or pass on a request from the property owner on which the violation occurred, that the Board issue a variance to this ordinance in accordance with the provisions of Section 6.0-herein; or
- F. Submit to the Administrator of Federal Emergency Management Agency a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended; or
- G. Pursue Civil Penalties pursuant to Section 3.10 upon the violator, and/or property owner as appropriate, for the violation of any section of this Ordinance, in accordance with a Penalty Schedule and Procedure per Section 3.10 of this ordinance.

3.10 CIVIL PENALTIES

A. Civil Penalties:

Any person, firm or corporation, whether as principal, owner, applicant, agent, tenant, employee or otherwise, who violates any provisions of this Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Ordinance shall be pursuant to Gila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures, and subsequent revisions. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in Ordinance No. 05-01.

B. Remedies:

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who is damaged by the violation of any provision of this Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

3.11 UNLAWFUL ACTS

A. It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization required by A.R.S. 48-3613. Where the watercourse is in a delineated floodplain, it is unlawful to engage in any “development” affecting the flow of waters without securing written authorization required by A.R.S. 48-3613.

B. Any person violating the provisions of section 3.11, paragraph A, shall be guilty of a Class 1 Misdemeanor.

3.12 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT

Except for those uses specifically exempted under Section 3.7 of this Ordinance, a Floodplain Use Permit shall be obtained before construction or development, including placement of mobile homes, begins within any regulatory floodplain established in Section 3.2, Section 7.1, or Section 7.2. Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation, in relation to mean sea level of the lowest floor (including basement) of all structures, using the same vertical datum as the effective Flood Insurance Rate Map, whether or not the construction is a "substantial improvement"; except in Zone AO, elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures. (In Zone "A" or in administrative floodplains where base flood elevations have not been established, the proposed elevation above the flowline of all regulated watercourses potentially affecting the structure is required. If the lowest floor elevation is for a proposed "accessory use" area attached to a residential building, all floor elevations are required to be shown.)
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed, using the same vertical datum as defined in Section 4.1.A.
- C. Certification by a registered professional engineer or architect that any floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2.C.2 when the intent is to provide 'dry floodproofing' (to keep floodwater out of the building).
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development, with engineering calculations showing the impact of the alteration or relocation, and scaled plans for any proposed watercourse modification.
- E. Engineering calculations showing that the proposed development will create no rise in the base flood elevation, for construction proposed within a regulatory floodway or administrative floodway.
- F. Building Plans: Including, but not limited to 1) Foundation Plan, 2) Elevation Views, 3) location and specifications for flood vents, when required, 4) location and extent of flood-resistant materials, when required.
- G. Site plan, drawn to scale, showing all existing and proposed structures and fences on the parcel, watercourses on or adjacent to the parcel, flow paths through the parcel, and proposed and existing utility lines, with dimensions of the buildings and dimensions from the buildings to all property lines and drainage features.
- H. Grading plan, if grading or placement of fill is proposed within the floodplain.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is authorized to administer, implement and enforce the provisions of this ordinance by granting or denying Floodplain Use Permits in accordance with its provisions. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out these duties as outlined in Section 4.3. Unless the duties are delegated to individuals under the direct supervision of the Floodplain Administrator, the Floodplain Administrator shall specify, in writing, which individual(s) is(are) responsible for each specific delegated duty.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

- A. Review all Floodplain Use Permit Applications to determine that:
 - 1. The permit requirements of this ordinance have been satisfied.
 - 2. The site is reasonably safe from flooding.
 - 3. The proposed development does not adversely affect the flood carrying capacity of the regulatory floodplain where a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development when combined with all other post-FIRM existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.
 - 4. All other required state and federal permits have been obtained.
- B. Advise in writing and provide a copy of any multiple lot development plan, to any city or town having assumed jurisdiction over its floodplains in accordance with A.R.S. §48-3610, of any application for a floodplain use permit or variance to develop land in a floodplain or floodway within one mile of the corporate limits of such city or town. The District shall also advise such city or town in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways, or watercourses within such city's or town's area of jurisdiction.
- C. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from federal, state or other sources in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Arizona Director of Water Resources and may be submitted to the Floodplain Board for adoption.

D. Obtain and maintain for public inspection and make available as needed

1. The elevation certification required in Section 5.2.C;
2. The floodproofing certification required in Section 5.2.C.2;
3. The flood vent certification required in sections 5.2.C.3, 5.2.C.4, and 5.2.C.5; and
4. The final pad elevation certification required in Section 5.5.B;
5. Certification required by section 5.8 (floodway encroachments);
6. Records of all variance action, including justification for their issuance;
7. Improvement and damage calculations required in section 4.3.J.

E. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the Arizona Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency through appropriate means.
2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
3. When Base Flood Elevations increase or decrease resulting from physical changes affecting flooding conditions, or such changes result in inundation of areas not previously in the special flood hazard area, as soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall require those doing the watercourse alteration or relocation to notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

F. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Arizona Director of Water Resources.

G. Make interpretations where needed as to the exact location of the boundaries of the regulatory floodplains (for example, there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.

- H. Take actions on violations of this ordinance as required in Section 3.9 herein. The Floodplain Administrator shall not knowingly issue permits for structures built without first obtaining a floodplain use permit, where such a permit should have been issued.
- I. Complete and submit a Biennial Report to the Federal Emergency Management Agency.
- J. Ensure that “substantial improvement” or “substantial damage” calculations are done in accordance with the procedures described in the definitions of “market value,” “substantial damage,” and “substantial improvement” in section 2.0 of this Ordinance.

4.4 FLOODPLAIN CLEARANCE

An expedited process, the Floodplain Clearance, may be used in lieu of a floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, located outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location, and extent of the development and the regulatory flood elevation.

SECTION 5.0
PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 DESIGN STANDARDS

The “State Standards” as defined in this Ordinance, and subsequent revisions, shall serve as the basic design criteria, unless the Gila County Flood Control District Board of Directors adopts specific design criteria to supplement or supersede the State Standards. The Floodplain Administrator may, at his discretion, accept alternate standards if such standards are proven to provide an equal or greater degree of flood protection, or are based on better scientific information. The Floodplain Administrator may, at his discretion, waive certain provisions of the "State Standards", provided that an equal or greater degree of flood protection will still be provided.

5.2 STANDARDS OF CONSTRUCTION

In all regulatory floodplains, the following standards are required:

A. Anchoring

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of Section 5.6.B.
3. Fuel tanks shall be anchored to prevent flotation or lateral movement.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed using materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilating, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. Electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.
4. Require within Zones AH or AO that adequate drainage paths around structures on slopes guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing

Elevation (general requirement). New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the regulatory flood elevation. Electrical and mechanical equipment, and appliances must also be elevated to or above the regulatory flood elevation. Upon the completion of the structure, the elevation of the lowest floor, including “basement,” shall be certified by a registered civil engineer or surveyor and provided on a FEMA Elevation Certificate form to the Floodplain Administrator. Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:

1. Elevation (Where No Base Flood Elevation is Specified).
 - a. Elevation in AO Zone. New construction and substantial improvement of any structure in Zone AO (only) shall have the lowest floor, including “basement” higher than the highest adjacent grade and at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in Sections 5.2.C.2 through 5.2.C.5 as applicable. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification to the Floodplain Administrator.
 - b. Elevation in A Zone (no Base Flood Elevation Specified). New Construction and substantial improvement of any structure in Zone A (only) shall have the lowest floor, including “basement” elevated to or above the regulatory flood elevation, as calculated by a Registered Professional Engineer, registered in the State of Arizona, or as provided by Gila County based on Arizona Department of Water Resources State Standards. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification on a FEMA Elevation Certificate form, to the Floodplain Administrator.
2. Dry Floodproofing (Non-residential Structures). Non-residential structures which do not include any residential uses shall either be elevated in conformance with Section 5.2.C.1 as applicable, or, together with attendant utility and sanitary facilities:
 - a. Be floodproofed so that below the regulatory flood elevation, the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Wet Floodproofing (parking and storage areas attached to residential structures). New construction and substantial improvements of fully enclosed areas attached to residential structures, may be placed below the regulatory flood elevation provided that such areas are useable solely for parking of vehicles, building access, or storage in an area other than a “basement” and are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-08 et. seq.).
 - e. Electrical and mechanical equipment, and appliances, must also be elevated to or above the regulatory flood elevation.
 - f. The lowest floor elevation, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.
4. Unenclosed Structure. For any unenclosed structure (which has at least one side open) there is no lowest floor elevation or wet-floodproofing requirement, but flood-resistant materials are required below the regulatory flood elevation.
5. Wet Floodproofing ("detached parking and storage buildings," built on the same parcel as a residential building). These buildings may be permitted with the lowest floor below the regulatory flood elevation under the following conditions:
 - a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.

- d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-93 et. seq.).
 - e. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located at or above the regulatory flood elevation. Electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.
 - f. The building shall not be located entirely or partially within a regulatory floodway or administrative floodway.
 - g. A FEMA Elevation Certificate form, certified by a registered professional engineer or land surveyor, which certifies the lowest floor elevation, the elevation below which the building is constructed entirely of flood-resistant materials, number of openings and their dimensions and locations, together with photographic documentation, is to be provided to the Floodplain Administrator.
 - h. The enclosed area of the building below the regulatory flood elevation shall be used solely for parking of vehicles and limited storage, and will never be converted to other uses, including habitation, without first being made fully compliant with the Gila County Floodplain Management Ordinance in effect at the time of conversion and obtaining the required permits. A non-conversion agreement is required to be signed and recorded in the office of the Gila County Recorder by the applicant as a condition of the floodplain use permit for the "detached parking/storage building". Each non-conversion agreement shall contain the following language:

"WARNING: Applicants for flood plain use permits to build large parking buildings below the base flood level should be aware that constructing a structure below the base flood level will result in increased premium rates for flood insurance. These increased premiums can exceed \$25 for \$100 of insurance coverage. Additionally, construction below the base flood elevation increases risks to life and property. "
6. Small Sheds and Enclosed Areas. Structures meeting the definition of "small enclosure" (see definition) which are exempt from a Gila County Building Permit, are exempt from a Floodplain Use Permit if located within a floodway fringe, or meet the standards of Section 5.8.
7. Manufactured Homes. Manufactured homes shall meet the above standards and also the standards in Section 5.6 of this ordinance. In addition to the requirements in this ordinance, manufactured homes must also meet any and all applicable standards of the Arizona Office of Manufactured Housing for placement of manufactured homes in floodplains.

8. Buildings detached from the primary residential building on a parcel, which are used primarily for parking and storage, but which contain any residential use areas (including but not limited to areas with shop equipment, workbenches, hobby areas, sleeping areas, food preparation/cooking areas, or sanitary facilities), shall be considered a residential building with attached parking and storage area. The floor of the portion of the building not used solely for parking and storage must be elevated to or above the regulatory flood elevation.

D. Critical Facilities. Construction of new “critical facilities” shall be, to the maximum extent possible, located outside the limits of the 500-year floodplain (0.2% probability of occurrence) or protected from damage or loss of access from a 500-year flood. Construction of new critical facilities shall be permissible within the 500-year floodplain if no feasible alternative site is available.

E. Local Drainage. All development regulated by this ordinance must additionally be in compliance with the Gila County Grading and Drainage Ordinance.

5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

- A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- B. Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

5.4 STANDARDS FOR UTILITIES

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- C. “Waste disposal systems” shall not be installed wholly or partially in a regulatory floodway.

5.5 STANDARDS FOR SUBDIVISIONS

- A. All subdivision proposals shall identify the limits of special flood hazard area, the elevation of the base flood, and the floodway.
- B. All final subdivision plans will provide the regulatory flood elevation for all lots located within the regulatory floodplain and for all lots on watercourses having a contributing drainage area of 640 acres or more, and shall also provide a floodplain and floodway delineation for such watercourses. All lots located partially within the floodway shall have adequate building envelopes shown outside of the floodway. If the site is to be filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.
- C. All proposed subdivisions shall be designed in a manner consistent with the need to minimize flood damage.
- D. All new subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- E. All new subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- F. All new subdivisions shall make provisions for “all-weather access” both within the subdivision boundary and along access routes.
- G. Proposals for all new developments greater than 50 lots or 5 acres, whichever is the lesser, shall provide regulatory flood elevations and 100-year floodplain and floodway delineations for regulatory floodplains and watercourses having contributing drainage areas of 640 acres or more, whether or not the development falls under the jurisdiction of the Gila County Subdivision Regulations. This includes subdivisions, mobile home parks, and land divisions where any alteration of the land is proposed, including, but not limited to ~~as~~ new roadways, utility installation, drainage channel improvement, or drainage channel crossings. It is the developer’s responsibility to provide at his expense the base flood elevation, 100-year flood plain and floodway information. The Floodplain Administrator shall not accept such information unless the developer can verify that it has been developed according to currently accepted engineering standards.

5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the regulatory floodplain provided that the placement meets the applicable construction standards in Section 5.2 of this Ordinance, and the following provisions where applicable:

1. The manufactured home must be elevated so that the lowest floor elevation is at least one foot above the regulatory flood elevation, except
2. For replacement mobile/manufactured homes located within a floodplain on August 3, 1984:
If the mobile home to be replaced was not damaged by a flood to more than fifty per cent of its value before the flood, it may be replaced by another mobile/manufactured home if the replacement mobile/manufactured home is elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

B. Anchoring

All manufactured homes and additions to manufactured homes shall be anchored to resist flotation, collapse, or lateral movement by one of the following methods:

1. By providing an engineered anchoring system designed to withstand minimum horizontal forces of twenty-five pounds per square foot and uplift forces of fifteen pounds per square foot. All components of the anchoring system must be capable of carrying a force of 4,800 pounds.
2. By providing over-the-top or frame ties to ground anchors; or
3. By using manufactured home wind anchoring methods allowed by the building code adopted by Gila County at the time of permitting, provided that the anchoring system is also designed to resist flotation, collapse, and lateral movement.

5.7 STANDARDS FOR RECREATIONAL VEHICLES

A. All recreational vehicles placed on site will either:

1. Be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
2. Meet the requirements of Section 5 of this ordinance including, but not limited to the elevation and anchoring requirements for manufactured homes in Section 5.6, and the floodway requirements in Section 5.8.

B. The following additional requirements shall apply to a recreational vehicle park:

1. Occupants shall be given notice on a form acceptable to the Floodplain Administrator that their recreational vehicle is being placed within a flood hazard area.
2. No units are stored.
3. If a unit is to be left unoccupied for a period exceeding twenty-four hours, the park owner or his designated agent is notified.
4. The owner of the park is fully responsible for the removal of recreational vehicles from spaces within the floodplain in the event that an evacuation is ordered.
5. A site plan of the park and an emergency action plan must be submitted to and approved by the Gila County Department of Emergency Services, and the Floodplain Administrator. The site plan shall show those spaces designated for the exclusive occupancy of "recreational vehicles".
6. Recreational vehicle parks shall not be placed in areas subject to flash flooding.
7. An adequate flood warning system shall be established, if one does not already exist.

5.8 FLOODWAYS

Located within regulatory floodplains established in Section 3.2, areas designated as floodways may exist. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Section 5.8.A is satisfied, all new construction and substantial improvements shall also comply with all other applicable flood hazard reduction provisions of Section 5.
- C. If no floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the “State Standards,” or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. A small enclosure shall be considered to be in compliance with the floodway encroachment criteria if it is shown that it would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- E. A structure shall be considered to be in compliance with the floodway encroachment criteria if the entire structure is shown to be within an ineffective flow area created by an existing grandfathered or legally permitted structure where the floodway encroachment issues have been adequately addressed.

5.9 FLOOD RELATED EROSION-PRONE AREA

- A. The Floodplain Administrator shall require floodplain use permits for proposed construction and other development within all flood-related erosion-prone areas known to the community within regulatory floodplains.

- B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.

- C. Within flood hazard zones designated by codes beginning with the letter “A” on the Flood Insurance Rate Map, or within an administrative floodplain, the Floodplain Administrator may determine an erosion setback for a particular watercourse or parcel, based on State Standard 5-96 and subsequent revisions, geology, geomorphology, topography, history of erosion processes, visual observations of erosion, or other evidence of flood-related erosion or flood-related erosion potential. In no case shall the erosion setback be reduced to less than twenty (20) feet, unless adequately engineered, constructed and maintained erosion protection measures are in place or are to be installed as part of the development, or unless a lesser setback is justified by appropriate engineering analysis. If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development. Structure-specific erosion control, such as construction on piers placed to below the scour depth (determined by a Registered Professional Engineer), and designed to totally support the structure if scour occurs below the structure, may be used as an alternative to watercourse bank erosion protection.

SECTION 6.0 VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

- A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.

- B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

- C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

- D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:
 - 1. The danger that materials may be swept onto other lands to the injury of others;
 - 2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 4. The importance of the services provided by the proposed facility to the community;
 5. The necessity to the facility of a waterfront location, where applicable;
 6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 7. The compatibility of the proposed uses with existing and anticipated development;
 8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
 11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
 12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.
- E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:
1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
 2. Such construction below the regulatory flood level increases risks to life and property.
 3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Emergency Management Agency upon request.

6.3 CONDITIONS FOR VARIANCES

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

- B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

- C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

- D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- E. Variances shall only be issued upon:
 - 1. A showing of good and sufficient cause;
 - 2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;
 - 3. A showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
 - 4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

- F. Variances cannot be granted to section 5.4.C of this ordinance.

SECTION 7.0
ADMINISTRATIVE FLOOD HAZARD AREAS Also Known As (ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)

7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS

Any 100-year floodplain of a watercourse having a contributing drainage area of 640 acres or more, and containing base flood elevations, shown on a subdivision plat which has been approved by the Gila County Board of Supervisors after October 26, 2010 is hereby designated as an Administrative Flood Hazard Area and shall be regulated as a Special Flood Hazard Area pursuant to Section 3.2 of this Ordinance, for those watercourse reaches not covered by a Special Flood Hazard Area designation on an effective Flood Insurance Rate Map or Letter of Map Change issued by the Federal Emergency Management Agency. A map based on more detailed information than what was used in the floodplain delineation on the subdivision plat, when adopted by the Floodplain Board, shall supersede the floodplain delineation on the subdivision plat.

7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS

Any floodplain delineation performed in accordance with methodologies in State Standard 2-96 et. Seq., other applicable State Standards, or county, state, or federal floodplain delineation standards, including special engineering studies, field calculations and historical data may be adopted by Board action as administrative floodplains, where such delineation is deemed beneficial to the goal of minimizing flood damage within Gila County. Floodplains delineated per section 5.5.G of this Ordinance shall become Administrative Floodplains when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

7.3 AUTOMATIC SUPERSEDEENCE

Any Administrative Flood Hazard Area shall be automatically superseded by one of the following:

- A. A revision by the Federal Emergency Management Agency to the effective Flood Insurance Rate Map for the reach of the regulatory watercourse for which the revision is applicable. Such revision types include, but are not limited to Physical Map Revisions, Letters of Map Amendment or Letters of Map Revision, on the effective date of such revision; or
- B. The adoption by the Board of Directors of the Gila County Flood Control District of an Administrative Flood Hazard Area by the Board for the same reach of the watercourse based on a more detailed hydraulic study or other acceptable methodology as described in Section 3.2 of this Ordinance.

7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS

- A. For Administrative Flood Hazard Areas without base flood elevations available, Regulatory Flood Elevations used to set lowest floor elevations for new development and substantial improvements shall be submitted by the applicant with an Application for a Floodplain Use Permit or Floodplain Clearance. The calculations and reports which are submitted to the Floodplain Administrator to establish the regulatory flood elevation must be sealed by a Professional Engineer registered in the State of Arizona, in accordance with Rule R4-30-304(D)(1) of the Arizona State Board of Technical Registration, et. seq. The acceptable methodology for the determination of the regulatory flood elevation shall include State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, all other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may also include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data, if approved by the Floodplain Administrator. The Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.
- B. The applicant may agree in writing to use the best information available to the Gila County Floodplain Administrator at the time the application is being processed, in lieu of submitting the required information described above.
- C. If the information available to the Floodplain Administrator is not acceptable to the applicant, the applicant may then sign a refusal to use the best available information and will be required to submit engineering calculations to determine the regulatory flood elevation, as described above, before a Floodplain Use Permit or Floodplain Clearance may be issued.

7.5 REQUIREMENT FOR PERMIT OR CLEARANCE

A Floodplain Use Permit pursuant to Section 4.1 or a Floodplain Clearance per Section 7.6.B of this Ordinance is required prior to development on parcels lying partially or entirely within the Administrative Flood Hazard Area.

7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE

- A. A Floodplain Use Permit is required for development on parcels lying partially or entirely within Administrative Flood Hazard Areas if the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be on ground partially or entirely inundated by floodwaters below the base flood elevation, if excavation is proposed below the base flood elevation, or if elevation information is not yet available at the time of the application for a permit.
- B. An expedited process, the Floodplain Clearance, may be used in lieu of a Floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location and extent of the development and the regulatory flood elevation.

7.7 ADMINISTRATIVE FLOODWAYS

Located within administrative flood hazard areas may be areas designated as administrative floodways. Since the administrative floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. All provisions of Section 5.8 applicable to regulatory floodways shall apply to administrative floodways.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements in administrative floodways shall also comply with all applicable flood hazard reduction provisions of Section 5, using the same provisions as if in a regulatory floodway and regulatory floodplain.
- C. If no administrative floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the “State Standards,” or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.

D. Floodways delineated per section 5.5.G of this Ordinance shall become Administrative Floodways when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

E. The provisions of Section 5.4.C of this Ordinance do not apply in administrative floodways.

7.8 VARIANCES WITHIN ADMINISTRATIVE FLOOD HAZARD AREAS

The variance procedures within Administrative Flood Hazard Areas are identical to those in any Special Flood Hazard Area, as prescribed in Sections 6.1 through 6.3 of this Ordinance.

**SECTION 8.0
AMENDMENTS**

8.1 ORDINANCE MAY BE AMENDED, ETC

The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed at the initiation of the Gila County Floodplain Board by said Board following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS

- A. Upon initiation of a hearing to amend, the Floodplain Board shall set a date, time and place and cause notice of same to be published in a newspaper of general circulation in the County at least thirty (30) days prior to the date of said hearing.

- B. Full text of any proposed amendments to the Ordinance shall be available for inspection by the public at the office of the Floodplain Administrator at least thirty (30) days prior to the amendment hearing.

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.0	STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES	2
1.1	Statutory Authorization	2
1.2	Findings of Fact	2
1.3	Statement of Purpose	2
1.4	Methods of Reducing Flood Losses	3
2.0	DEFINITIONS	4
3.0	GENERAL PROVISIONS	16
3.1	Lands to which this Ordinance Applies	16
3.2	Basis for Establishing Regulatory Floodplains	16
3.3	Compliance	17
3.4	Abrogation And Greater Restrictions	17
3.5	Interpretation	17
3.6	Warning and Disclaimer Of Liability	17
3.7	Statutory Exceptions	18
3.8	Declaration of Public Nuisance	19
3.9	Abatement of Violations	20
3.10	Civil Penalties	20
3.11	Unlawful Acts	21
3.12	Severability	21
4.0	ADMINISTRATION	22
4.1	Establishment of Floodplain Use Permit	22
4.2	Designation of Floodplain Administrator	23
4.3	Duties And Responsibilities of the Floodplain Administrator	23
4.4	Floodplain Clearance	25
5.0	PROVISIONS FOR FLOOD HAZARD REDUCTION	26
5.1	Design Standards	26
5.2	Standards of Construction	26
5.3	Standards for Storage of Materials and Equipment	30
5.4	Standards for Utilities	30
5.5	Standards for Subdivisions	31
5.6	Standards for Manufactured Homes and Manufactured Home Parks and Subdivisions	32
5.7	Standards for Recreational Vehicles	33
5.8	Floodways	34
5.9	Flood-Related Erosion-Prone Areas	35

INDEX (continued)

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
6.0	VARIANCE PROCEDURE	36
6.1	Nature of Variances	36
6.2	Appeal Board	36
6.3	Conditions for Variances	38
7.0	ADMINISTRATIVE FLOOD HAZARD AREAS (also known as ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)	39
7.1	Flood Limits Shown on Subdivision Plats	39
7.2	Adoption of Other Administrative Floodplains	39
7.3	Automatic Supersedence	39
7.4	Determination of Regulatory Flood Elevations	40
7.5	Requirement for Permit or Clearance	40
7.6	Criteria for Issuance of Floodplain Use Permit or Floodplain Clearance	41
7.7	Administrative Floodways	41
7.8	Variances within Administrative Flood Hazard Areas	42
8.0	AMENDMENTS	43
8.1	Ordinance may be Amended, Etc.	43
8.2	Hearing Before the Gila County Floodplain Board and Provisions	43

Proposed Revisions

to the

October 26, 2010 Gila County Floodplain Management Ordinance

August, 2015

Purposes for Ordinance Revision: This change was initiated by the need to correct some erroneous references in the ordinance. As it was being reviewed, it was observed that some areas could be worded better, so that the meaning and procedures are easier to understand. Furthermore, many residents are desiring to build large parking buildings, which now require a variance from the Board if the building is wet-floodproofed and not elevated, and larger than 600 square feet. After much discussion with the State, it was agreed that we can eliminate the variance requirement for wet-floodproofing any size large parking buildings on residential lots, as long as the building meets certain criteria. This should make it easier for the residents to construct large buildings for parking multiple cars, trucks, RVs, boats, ATVs, etc. Finally, the lowest floor elevation requirement for manufactured homes is being modified to make it a more similar level of protection to that required of site-built homes. Obsolete agency names (such as “Federal Insurance Administration”) have been updated throughout the ordinance.

Detailed description of changes and justifications:

Section 1.0 – Statutory Authorization, Findings of Fact, Purpose, and Objectives

Changed to be more specific relating to the agency authorized by statute to administer floodplain management regulations. Changed terminology to clarify floodplains which are regulated by the ordinance (“regulatory floodplains”), and those floodplains shown on the Flood Insurance Rate Map (“special flood hazard areas”). This terminology is changed throughout the ordinance. Some typographic errors are also corrected. It is clarified that the ordinance is designed to help county residents to be eligible to participate in flood insurance and to receive disaster relief when available.

Section 2.0 - Definitions

"Accessory Structure" definition is deleted.

“Administrative Special Flood Hazard Area” is renamed “Administrative Flood Hazard Area” (also known as “administrative floodplain”) to differentiate it from “Special Flood Hazard Areas” which are those floodplains shown on the Flood Insurance Rate Maps. This terminology is used throughout the ordinance.

“Area of Special Flood Hazard” definition is being deleted. It is the same as “Special Flood Hazard Area.”

“Building” definition now just refers the definition of “structure.”

“Detached parking/storage building” definition has been added.

“Development” definition was modified to not be dependent on a location.

"Dry Floodproofing" definition was added.

“Flood Boundary Floodway Map” definition is eliminated, since those maps are no longer produced by FEMA. The information previously on those maps is now on the Flood Insurance Rate Map.

“Flood Insurance Rate Map” definitions now refers to the Federal Emergency Management Agency, rather than the Federal Insurance Administration, to agree with the current federal organization, and the reference to the Flood Boundary Floodway Map was eliminated.

“Improvements” definition now just refers to the “development” definition.

“Ineffective Flow area” definition has been added.

“Person” definition has been expanded to include the state, its agencies and political subdivisions.

“Regulatory flood Elevation” definition has been simplified.

“Regulatory Floodplain” definition was modified to include the terminology discussed in Section 1.0 for special flood hazard areas and administrative flood hazard areas. The area of jurisdiction is the same as the previous ordinance.

“Start of Construction” definition was modified to include all development.

“Structure” definition was modified to agree with FEMA definition.

"Substantial Improvement" definition - added quotes around "substantial improvement".

"Wet Floodproofing" definition was added.

Section 3.2 - Basis for Establishing the Areas of Special Flood Hazard

Wording is added to clarify the wording describing the situations which the Ordinance regulates, clarify that engineering work is to be sealed by the engineer, in accordance with state law. New terminology for “regulatory floodplain” is also incorporated in this section.

Section 3.3 - Compliance

The scope of regulation is clarified to agree with the FEMA regulations in 44 CFR 60.

Section 3.6 – Warning and Disclaimer of Liability

This section is modified to clarify agencies, and delete the obsolete reference to the Federal Insurance Administration. This reference to the Federal Insurance Administration is also changed in other sections throughout the ordinance.

Section 3.7

Revised a citation from ARS to clarify a reference. Changed “Exemptions” to “Exceptions” to agree with state statute. Corrected dates as needed to reflect dates when Gila County entered the National Flood Insurance Program (different from the first ordinance or flood maps), as suggested by the Arizona Department of Water Resources. Multiple corrections to agree with state statute.

Section 3.8 – Declaration of Public Nuisance

Modified this section to simplify wording (intent is the same) and to incorporate new “regulatory floodplain” terminology.

Section 3.11 – Unlawful Acts

Refers to state statute for review responsibility.

Section 4.1 - Floodplain Use Permit

Information about the information that needs to be submitted by an applicant for a floodplain use permit is clarified and expanded. Including this information in the ordinance allows applicants to prepare all needed information in advance of the application for a permit, allowing staff to process permit applications more rapidly. This also helps to meet new state requirements for permit processing.

Section 4.3

- C. Revised to allow flexibility on whether data submitted for an individual permit is submitted to the Board for adoption in regulating other development in the area. The best available information at a specific time that is used for an individual permit, may or may not be judged to be adequate to apply as a regulatory standard on a regional basis.
- D. Revised wording to correct references and clarify the requirements.
- E. Revised to agree with FEMA requirements for base flood elevation changes.

Section 4.4 - Floodplain Clearance

This section is added to explain the current process to quickly process and approve permit applications where there is floodplain on the building parcel, but all construction is proposed outside of the floodplain area.

Section 5.1 - Design Standards

Revised to allow the Floodplain Administrator to allow standards other than the ADWR State Standards for floodplain management, as long as they provide an equal or greater degree of flood protection, or are based on better scientific information.

Section 5.2 - Standards of Construction

Parts of this section have been revised to provide clarification of Federal requirements for construction in floodplains, where it may not have been very well defined in the ordinance in the past. Specific examples are anchoring of fuel (mainly propane) tanks, location of all electrical and mechanical system components above the regulatory flood elevation (electric meters, air conditioning compressors, etc), protection of electrical lines entering buildings, flood-resistant materials usage below the regulatory flood elevation, etc.

5.2.C.5. This section is modified to remove the size limit on wet-floodproofing “detached parking and storage buildings” to allow parking buildings larger than 600 square feet to be wet-floodproofed in lieu of elevating the floor, without a variance from the Board, if certain criteria are met for the building.

Paragraphs a through e are standard FEMA criteria for wet-floodproofing.

Paragraph f prohibits this size building within a floodway. Floodways need to be kept free from obstructions as much as possible to allow the passage of flood water without large obstructions, so large parking buildings are not allowed there.

Paragraph g contains standard Federal requirements for certifying that the construction was done appropriately.

Paragraph h requires that the wet-floodproofed area never be converted to other uses, including habitable areas, without retrofitting to bring them into compliance with all floodplain regulations in effect at the time, and obtaining the required permits. A non-conversion agreement is to be required as a condition of the floodplain use permit. This is important, since uses such as habitable areas need to be elevated above the flood elevation in order to protect life during flooding.

5.2.C.8. This section clarifies requirements for multi-use buildings detached from the primary residential building on the parcel. Any part of the building not used solely for parking and storage must be elevated to or above the regulatory flood elevation. Only the parking and storage area can be wet-floodproofed.

Section 5.6.A - Manufactured Home Elevation

5.6.A.1

The elevation requirement for manufactured homes is changed to provide a more similar level of flood protection between manufactured homes and site-built homes. Except for the conditions described in Section 5.6.A.2, the lowest [top of] floor elevation for a manufactured home is to be one foot or more above the regulatory flood elevation. In many instances, this may be lower than the previous requirement that the bottom of the structural frame be at or above the regulatory flood elevation. This still provides the flood protection mandated by Congress in the federal regulations, while allowing a slightly more economical installation in some cases. It also simplifies the Elevation Certificate, since there is not a line on the FEMA Elevation Certificate form for bottom of frame elevation (except for coastal areas).

This adjustment to the floor elevation requirements still exceeds state and federal floor elevation requirements for manufactured homes.

5.6.A.2

Revised to reflect the wording of ARS 48-3609.B.5

Section 5.6.B - Manufactured Home Anchoring

Revised to allow more flexibility in the type of manufactured home anchoring to use, while still being compliant with Federal requirements.

Section 5.6.C Section deleted.

Section 5.7 - Standards for Recreational Vehicles

Revised to correct an erroneous reference and to reference the floodway requirement in Section 5.8.

Section 5.8 - Floodways

Minor wording changes for clarity.

Eliminated specific requirements for small enclosures, and added a general requirement. Proposed methods to meet floodway criteria are to be evaluated individually. This is being changed at the request of FEMA staff.

Paragraph F is being eliminated, since showing compliance still requires engineering analysis, which is covered in Paragraph A.

Section 5.9 - Flood-Related Erosion-Prone Areas

Revised Paragraph C so that erosion setbacks are not regulated outside of special flood hazard areas, to be consistent with the ordinance's jurisdiction as stated in Section 3.1.

Eliminated the section on Zone E, since there are no Zone E areas on the Gila County flood maps.

Section 6.3 - Variances

Eliminated the paragraph on special variances to wet-floodproof parking buildings over 600 square feet, since a variance is no longer required to wet-floodproof buildings of any size that meet the conditions in section 5.2.C.5.

Section 7.1 - Flood Limits on Subdivision Plats

Revised to change the effective date of Section 7.1 to October 26, 2010, which was the date Section 7.1 originally became effective.

Index

Page numbers are revised to accommodate additions and deletions.

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

December 22, 1986
Amended June 28, 1993
Amended November 4, 1997
Amended June 4, 2003
Amended April 15, 2008
Amended October 26, 2010
Amended October 6, 2015

Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

APPROVED AS TO FORM:

Bryan Chambers,
Deputy County Attorney / Civil Bureau Chief

Date

APPROVED BY:

Michael A. Pastor, Chairman
Gila County Flood Control District

Date

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Arizona has in A.R.S. §48-3601 through §48-36278-delegated the responsibility to ~~local-governmental-units~~ county flood control districts to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Flood Control District (Board of Directors) of Gila County, Arizona, does ordain as follows:

1.2 FINDINGS OF FACT

A. The flood hazard areas of Gila County are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in ~~areas-of-special-flood-hazard~~ regulatory floodplains which increase flood heights and velocities and, when inadequately anchored, may cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage may also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas-by provisions designed:

A. To protect human life and health.

B. To minimize expenditure of public money for costly flood control projects.

C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D. To minimize prolonged business interruptions.

E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in **regulatory floodplains** ~~areas of special flood hazard~~.

F. To help maintain a stable tax base by providing for the ~~second~~ **sound** use and development of **regulatory floodplains** ~~areas of special flood hazard~~ so as to minimize future flood blight areas.

G. To ensure that potential buyers are notified that property is in ~~an~~ **regulatory floodplain** ~~area of special flood hazard~~.

H. To ensure that those who occupy the **regulatory floodplains** ~~areas of special flood hazard~~ assume responsibility for their actions.

I. To **participate in and** maintain eligibility for **State flood insurance and** disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

~~“Accessory Structure,” for purposes of the wet floodproofing provisions of this ordinance (Section 5.2.C.4, et. al.), means a structure which is limited to an “accessory use,” detached from the primary structure, used solely for parking or limited storage, and is less than or equal to 600 square feet of enclosed area.~~

“Accessory Use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

“Administrative ~~Special~~ Flood Hazard Area,” also known as “Administrative Floodplain” means an area officially designated as a special flood hazard area by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a Special Flood Hazard Area on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An “Administrative ~~Special~~ Flood Hazard Area” is to be regulated as a “Special Flood Hazard Area” pursuant to Section 3.2 of this Ordinance. Designation of administrative floodplains and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Administrative Floodway” means an area officially designated as a floodway by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a floodway on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An “Administrative Floodway” is to be regulated as a “Regulatory Floodway” pursuant to Section 5.8 of this Ordinance. Designation of administrative floodways and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

“All-weather access” means the construction of roads and stream crossings in such a way that no more than one foot of water shall pass across them for brief intervals during a flood of 100-year frequency with the peak flow velocity not exceeding eight feet per second at any location. The 25-year event shall be conveyed underneath the crossing.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

“Area of jurisdiction” means the incorporated and unincorporated areas of the county, including public

lands, excluding those incorporated areas of cities or towns which have elected to assume floodplain management powers and duties pursuant to A.R.S. §48-3610.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

~~"Area of special flood hazard" means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM, and "administrative floodplains."~~

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the natural contours existing prior to excavation.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides. This includes areas having earthen floors (such as spaces designed for utility access or storage).

"Base flood " means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" means the elevation of the water surface of the base flood. The base flood elevation may be expressed in terms of elevation above a specified datum or as a flow depth.

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away during the base flood without damage to the structural integrity of the building on which they are used or any structures to which they might be carried by flood waters.

"Building" . See **"structure."** ~~means any structure having a roof supported by columns or walls.~~

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facility" means a public or private facility which provides critical services to emergency response and/or recovery efforts in the event of flooding. Critical facilities include, but are not limited to fire stations, police stations, hospitals, emergency operations centers, as well as facilities for parking, maintenance and fueling of vehicles and equipment used in flood response and recovery efforts.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

"Detached parking/storage building," for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.5, et. al.), means a structure which is limited to an "accessory use," detached from the primary structure, used solely for parking or limited storage, and which does not meet the definition of "small enclosure."

“Dry Floodproofing” means the design of a structure so that below the regulatory flood elevation, the structure is watertight with walls substantially impervious to the passage of water, having structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment ~~located within the area of special flood hazard.~~

“ Dwelling unit” means a building containing one or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

“Encroachment” means the advance or infringement of any use into the floodplain or floodway that will impede the flow capacity of the channel, cause any increase in the regulatory floodway elevation during the occurrence of the one hundred (100) year flood and/or divert, retard, or obstruct the flow of floodwaters.

“Erosion” means the process of the gradual wearing away of land masses. This peril is not per se covered under the National Flood Insurance Program. (See Flood-related erosion).

“Erosion Setback, or Flood-Related Erosion Setback” means a setback for structures which are eligible for federal flood insurance, from a point along a watercourse, usually the top of the nearest bank, for purposes of preventing damages from flood-related erosion.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the floodplain management regulations adopted by the community.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Financial Assistance” means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States.

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) The overflow of flood waters and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source,--and/or
- (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in

flooding as defined in this definition.

~~"Flood Boundary Floodway Map" means the official map on which the Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.~~

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal **Emergency Management Agency Insurance Administration** has delineated both the ~~areas of~~ special flood hazard **areas** and the risk premium zones applicable to the community.

"Flood Insurance Rate Zone" means a specific zone for flood insurance rating purposes as noted on the Flood Insurance Rate Map.

"Flood Insurance Study" means the official report provided by the Federal **Emergency Management Agency Insurance Administration** that includes flood profiles, the FIRM, ~~the Flood Boundary and Floodway Map,~~ and the water surface elevation of the base flood.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source - see "flooding".

"Floodplain Administrator" means the position appointed and authorized by the Floodplain Board to administer and enforce the floodplain management regulations. This position shall be the Chief Engineer of the Gila County Flood Control District.

"Floodplain Board" means the Board of Directors of the Flood Control District of Gila County at such times as they are engaged in the enforcement of this ordinance.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading/drainage and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. The design of such improvements must be certified by a Professional Engineer registered in the State of Arizona, and practicing within the field in which he is licensed. Within the "floodway," floodproofing shall, in addition to the above, mean the design and construction of improvements in such a manner as to prevent "encroachment", as defined herein.

"Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

“Flood-related erosion area management” means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

“Flood-resistant materials” means construction materials and techniques designed so that no permanent damage is sustained as a result of exposure to floodwater for the duration of the base flood. Where flood-resistant materials are required, they must be accepted by the Federal Emergency Management Agency (per published standards).

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway" when shown on a Flood Insurance Rate Map. An “administrative floodway” shall be regulated using the same criteria as for a “regulatory floodway.”

“Floodway Fringe” means the portion of the regulatory floodplain beyond the limits of the floodway.

“Fraud and victimization” as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

“Freeboard” means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

“Governing body” is the local governing unit, i.e., the Gila County Flood Control District, that is empowered to adopt and implement regulation to provide for the public health, safety and general welfare of its citizenry.

“Hardship” as related to Section 6.0, Variances, of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The governing body requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal

preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is: (1). Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or (2). Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or (3). Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

By an approved state program as determined by the Secretary of the Interior; or, Directly by the Secretary of the Interior if the state does not have an approved program.

"Improvements" See "development." ~~means any man-made, immovable item which becomes part of, is placed upon, or is affixed to, real estate.~~

"Ineffective Flow Area" means areas where water is present but not actively conveyed (for example areas just upstream or downstream of obstructions).

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area including basement (see Basement definition). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance."

"Manufactured home" means a structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle", except that any recreational vehicle placed on a site for a period exceeding 180 consecutive days shall be considered a manufactured home for the purposes of this Ordinance.

"Manufactured home park or manufactured home subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots or spaces for rent or sale.

“Market Value” shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences. For purposes of “substantial improvement” calculations, the most recent appraisal of market value which has been performed by the Gila County Assessors office may be used as an alternate method.

“Mean Sea Level” means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“Mudslide” (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

“Mudslide (i.e., mudflow) area management” means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

“Mudslide (i.e., mudflow) prone area means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

“New construction” means, for purposes of determining flood insurance rates, structures for which the “start of construction” commenced on or after September 27, 1985, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after September 27, 1985, and includes subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 1985.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One hundred year flood" means the flood having a one percent chance of being equaled or exceeded in any given year (see "Base flood").

"Person" means any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups, **or the state of Arizona, its agencies or political subdivisions and agents thereof.**

"Program" means the National Flood Insurance Program authorized by U.S.C. 4001-4128.

"Public safety" as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

"Reasonable Repair or Alteration" (a) Such activity to a building or structure that would serve to maintain it in a manner approximating its original condition. (b) A change or rearrangement of the interior construction of an enclosed or partially enclosed building which has not been damaged to an extent exceeding fifty percent (50%) of its market value. (c) A change or rearrangement in the exterior finish or openings in an existing building not altering its exterior dimensions, or (d) Any work necessary to bring a building or structure into compliance with applicable building or life safety codes, the cost of which does not exceed fifty percent (50%) of its market value before the repair or alteration. All repairs or alterations located within a regulatory floodway must comply with the requirements for new construction in floodways. (See also "Substantial Improvements").

"Recreational vehicle" means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

For floodplain management purposes, a vehicle of the type commonly referred to as a "park model" is not considered to be a recreational vehicle. For the purposes of this Ordinance, any "recreational vehicle" placed on a site for a period exceeding 180 consecutive days shall be considered a "manufactured home".

"Recreational vehicle park" means a plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreation and vacation purposes.

"Regulatory flood elevation" (RFE) means an elevation one (1) foot above the base flood elevation ~~or the floodway elevation, whichever is higher, for a watercourse for which the base flood elevation, as provided on the Flood Insurance Rate Map or adopted by the Board of Directors of the Gila County Flood Control District. For all other watercourses, the RFE shall be one foot above the base flood elevation determined using the criteria in the "State Standards".~~

"Regulatory Floodplain" means an ~~"Area of~~ Special Flood Hazard **Area"** delineated on an effective "Flood Insurance Rate Map;" **and an "Administrative Flood Hazard Area."**

"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected

development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing County, State or Federal financial exposure with regard to the structure or other development.

“Repetitive loss structure” means a structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area” “C see “Area of shallow flooding”.

“Small Enclosure” means either 1) a building for “accessory use” with an enclosed area less than or equal to 200 square feet, for which a Gila County building permit is not required; or 2) an area less than or equal to 200 square feet, enclosed by walls or fences which do not allow the free passage of flood water, for which a Gila County building permit is not required.

“Special flood hazard area” means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM.

“Start of construction” includes “substantial improvement” and other new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Standard” means a document defining standards for floodplain management as adopted by the Arizona Director of Water Resources pursuant to ARS 48-3605(A).

“Structure” means a walled and roofed building, including a gas or liquid storage tank; that is principally above ground ~~whether installed on, above, or below the surface of land or water,~~ as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the “market value” of the structure before the damage occurred. For purposes of “substantial damage” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's

Office for the structure shall be used unless better information is available or provided by the permit applicant. For “substantial damage” calculations, the calculation of cost to restore the structure to its before damage condition shall use the construction cost methodology described in the definition of “substantial improvement.”

"Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the “market value” of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (2) any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

For purposes of “substantial improvement” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. The cost of reconstruction, rehabilitation, addition or other improvement of a structure, shall be based on the estimated cost of construction equations used by the Gila County Building Department as part of the permit fee calculation, unless better information is available or provided by the permit applicant. Costs of construction shall include the fair market value of all labor, whether the work is contracted, performed by the owner, or donated by others.

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

“Waste Disposal System” means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term “waste disposal system” does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.

- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

“Wet Floodproofing” means the design of a structure to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters, in accordance with established criteria.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all ~~areas of special flood hazard~~ **regulatory floodplains** within the jurisdiction of Gila County, Arizona, except those incorporated cities and towns which have adopted a resolution in accordance with A.R.S. §48-3610.

3.2 BASIS FOR ESTABLISHING **REGULATORY FLOODPLAINS** ~~THE AREAS OF SPECIAL FLOOD HAZARD~~

Any flood-prone areas delineated by any of the following methods are regulated by this ordinance as regulatory floodplains:

- A. The ~~areas of~~ special flood hazard **areas** identified by ~~the Federal Insurance Administration (FIA)~~ of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Gila County, Arizona **and Unincorporated Areas**" dated ~~December 4, 2007~~ **September 27, 1985**, with accompanying Flood Insurance Rate Maps (FIRMs), ~~and Flood Boundary and Floodway Maps (FBFMs)~~, dated ~~December 4, 2007~~ **September 27, 1985**, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study (FIS) and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator, **as described in Sections 3.2.B and 3.2.C. The FIS and FIRMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.**
- B. **"Administrative Floodplains"** as defined in Section 7.2. The Board, within its area of jurisdiction may delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of Water Resources. **Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data.**
- C. **Floodplain delineations for development, as required by Section 5.5.G or Section 7.1 of this ordinance, and when accepted by the Floodplain Administrator.** For development proposed in areas for which a detailed floodplain delineation has not yet been performed or adopted by the District, the developer shall provide a detailed floodplain and floodway delineation for the property on which development is proposed, prepared **and sealed** by a Professional Civil Engineer registered in the State of Arizona, **in accordance with the criteria in Section 5.5.G of this ordinance.** Floodplain and Floodway delineations shall be in accordance with **one or more of the following criteria, as appropriate for the situation and approved by the Floodplain Administrator:** ~~in~~ State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, State Standard 9-02, "Floodplain Hydraulic Modeling," or latest revision, and other applicable state standards as adopted by the State of Arizona, and all

applicable federal, state and county delineation standards.

~~Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data. The FIS, FIRMs and FBFMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.~~

3.3 COMPLIANCE

~~No~~ All structures, buildings, fills, excavations, developments or land ~~shall~~ hereafter be constructed, located, extended, converted, or altered is subject to ~~without full compliance with~~ the terms of this ordinance and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. considered as minimum requirements,
- B. liberally construed in favor of the governing body, and
- C. deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Gila County, the State of Arizona or political subdivision thereof, the Federal Emergency Management Agency, any officer or employee of those governmental entities thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 STATUTORY EXCEPTIONS ~~EXEMPTIONS~~

- A. In accordance with A.R.S. §48-3609(H), nothing in this ordinance shall affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land, buildings, or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent (50%) of its value, as determined by a competent appraiser, any further use shall comply with all the provisions of this ordinance.
2. “Reasonable repair or alteration” (see definitions) of property to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and which do not change the purposes for which the building was legally used on ~~December 22, 1986~~ August 3, 1984, except that any alteration, addition or repair to a nonconforming building or structure which would result in increasing its flood damage potential by fifty per cent or more shall be either flood proofed or elevated to or above the regulatory flood elevation.
3. Reasonable repair of structures with the written authorization required by A.R.S. §48-3613.
4. Facilities constructed pursuant to a certificate of environmental compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2.

B. In accordance with A.R.S. §48-3613, written authorization shall not be required, nor shall the Floodplain Board prohibit:

1. The construction of bridges, culverts, dikes, and other structures necessary to the construction of public highways, public roads, and public streets intersecting or crossing a watercourse .
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a creek, stream, river, wash, arroyo, or other watercourses to prevent erosion of or damage to adjoining land, if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45 Chapter 6.
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under this article.
4. Other construction if it is determined by the Board that written authorization is unnecessary.
5. Any flood control district, county, city, town or other political subdivision, from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1.

6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.
7. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

C. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person or property.

D. Before ~~the types of any~~ construction authorized by ~~A.R.S. 48-3613(B) subsection B of this Section~~ may begin, the responsible person must submit plans for the construction to the Floodplain ~~Board Administrator~~ for review and comment ~~pursuant to A.R.S. 48-3613(C)~~.

E. ~~In accordance with A.R.S. 48-3613(D)~~, In addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to ~~this article~~ A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

3.8 DECLARATION OF PUBLIC NUISANCE

~~Every new structure, building, fill, excavation, or~~ All development located or maintained within any ~~area of special flood hazard~~ regulatory floodplain after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.9 ABATEMENT OF VIOLATIONS

After discovery of a violation of this ordinance, the Floodplain Administrator may take one or more of the following actions:

- A. Take administrative action to abate the violation; or
- B. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within thirty (30) days of such order, and he may submit a report to the Floodplain Board within twenty (20) days with a request that the Board either order abatement of the violation or grant a variance. At the next regularly scheduled public meeting,

the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or

- C. At the direction of the Board, record a notice of violation for the property; or
- D. Proceed with a criminal referral to the County Attorney pursuant to Section 3.10~~1~~; or
- E. Request, or pass on a request from the property owner on which the violation occurred, that the Board issue a variance to this ordinance in accordance with the provisions of Section 6.0-herein; or
- F. Submit to the Administrator of Federal **Emergency Management Agency Insurance Administration** a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended; or
- G. Pursue Civil Penalties pursuant to Section 3.10 upon the violator, and/or property owner as appropriate, for the violation of any section of this Ordinance, in accordance with a Penalty Schedule and Procedure per Section 3.10 of this ordinance.

3.10 CIVIL PENALTIES

A. Civil Penalties:

Any person, firm or corporation, whether as principal, owner, applicant, agent, tenant, employee or otherwise, who violates any provisions of this Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Ordinance shall be pursuant to **G**ila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures, and subsequent revisions. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in Ordinance No. 05-01.

B. Remedies:

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who is damaged by the violation of any provision of this Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

3.11 UNLAWFUL ACTS

A. It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization **required by A.R.S. 48-3613 of the Floodplain Board**. Where the

watercourse is **in** a delineated floodplain, it is unlawful to engage in any “development” affecting the flow of waters without securing written authorization **required by A.R.S. 48-3613** ~~of the Floodplain Board~~.

B. Any person violating the provisions of section 3.11, paragraph A, shall be guilty of a Class 1 Misdemeanor.

3.12 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT

Except for those uses specifically exempted under Section 3.7 of this Ordinance, a Floodplain Use Permit shall be obtained before construction or development, including placement of mobile homes, begins within any ~~area of special flood hazard~~ **regulatory floodplain** established in Section 3.2, **Section 7.1, or Section 7.2.** Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

A. Proposed elevation, in relation to mean sea level of the lowest floor (including basement) of all structures, **using the same vertical datum as the effective Flood Insurance Rate Map, whether or not the construction is a "substantial improvement";** except in Zone AO, elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures. (In Zone "A" or in administrative floodplains where base flood elevations have not been established, the proposed elevation above the flowline of all regulated watercourses potentially affecting the structure is required. **If the lowest floor elevation is for a proposed "accessory use" area attached to a residential building, all floor elevations are required to be shown.**)

B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed, **using the same vertical datum as defined in Section 4.1.A.**

C. Certification by a registered professional engineer or architect that ~~any~~**the** floodproofing methods for any non-residential structure meet the floodproofing criteria in Section **5.2.C.2 when the intent is to provide 'dry floodproofing' (to keep floodwater out of the building).** ~~5.1.C.3; and,~~

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development, **with engineering calculations showing the impact of the alteration or relocation, and scaled plans for any proposed watercourse modification.**

E. Engineering calculations showing that the proposed development will create no rise in the base flood elevation, for construction proposed within a regulatory floodway or administrative floodway.

F. Building Plans: Including, but not limited to 1) Foundation Plan, 2) Elevation Views, 3) location and specifications for flood vents, when required, 4) location and extent of flood-resistant materials, when required.

G. Site plan, drawn to scale, showing all existing and proposed structures and fences on the parcel,

watercourses on or adjacent to the parcel, flow paths through the parcel, and proposed and existing utility lines, with dimensions of the buildings and dimensions from the buildings to all property lines and drainage features.

H. Grading plan, if grading or placement of fill is proposed within the floodplain.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is authorized to administer, implement and enforce the provisions of this ordinance by granting or denying Floodplain Use Permits in accordance with its provisions. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out these duties as outlined in Section 4.3. Unless the duties are delegated to individuals under the direct supervision of the Floodplain Administrator, the Floodplain Administrator shall specify, in writing, which individual(s) is(are) responsible for each specific delegated duty.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

A. Review all Floodplain Use Permit Applications to determine that:

1. The permit requirements of this ordinance have been satisfied.
2. The site is reasonably safe from flooding.
3. The proposed development does not adversely affect the flood carrying capacity of the ~~area of special flood hazard~~ **regulatory floodplain** where a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development when combined with all other post-FIRM existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.
4. All other required state and federal permits have been obtained.

B. Advise in writing and provide a copy of any multiple lot development plan, to any city or town having assumed jurisdiction over its floodplains in accordance with A.R.S. §48-3610, of any application for a floodplain use permit or variance to develop land in a floodplain or floodway within one mile of the corporate limits of such city or town. The District shall also advise such city or town in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways, or watercourses within such city's or town's area of jurisdiction.

C. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base

flood elevation data available from federal, state or other sources in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Arizona Director of Water Resources and ~~may~~ shall be submitted to the Floodplain Board for adoption.

D. Obtain and maintain for public inspection and make available as needed ~~for Flood Insurance Policies:~~

1. The elevation certification required in Section 5.2.C.1;

~~2. The elevation certification required in Section 5.2.C.2;~~

~~3.~~ 23. The floodproofing certification required in Section 5.2.C.23;

~~4.~~ 34. The flood vent certification required in sections 5.2.C.3, 5.2.C.4, and 5.2.C.5; and

~~5.~~ 45. The final pad elevation certification required in Section 5.5.B;

5. Certification required by section 5.8 (floodway encroachments);

6. Records of all variance action, including justification for their issuance;

7. Improvement and damage calculations required in section 4.3.J.

E. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the Arizona Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency ~~Insurance Administration~~ through appropriate means.

2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.

3. When ~~the alteration or relocation of a watercourse causes a rise in the Base Flood Elevation~~ Base Flood Elevations increase or decrease resulting from physical changes affecting flooding conditions, or such changes result in inundation of areas not previously in the special flood hazard area, as soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall require those doing the watercourse alteration or relocation to notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

- F. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Arizona Director of Water Resources.
- G. Make interpretations where needed as to the exact location of the boundaries of the **regulatory floodplains** ~~areas of special flood hazards~~ (for example, there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.
- H. Take actions on violations of this ordinance as required in Section 3.9 herein. The Floodplain Administrator shall not knowingly issue permits for structures built without first obtaining a floodplain use permit, where such a permit should have been issued.
- I. Complete and submit a Biennial Report to the Federal Emergency Management Agency.
- J. Ensure that “substantial improvement” or “substantial damage” calculations are done in accordance with the procedures described in the definitions of “market value,” “substantial damage,” and “substantial improvement” in section 2.0 of this Ordinance.

4.4 FLOODPLAIN CLEARANCE

An expedited process, the Floodplain Clearance, may be used in lieu of a floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, located outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location, and extent of the development and the regulatory flood elevation.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 DESIGN STANDARDS

The “State Standards” as defined in this Ordinance, and subsequent revisions, shall serve as the basic design criteria, unless the Gila County Flood Control District Board of Directors adopts specific design criteria to supplement or supersede the State Standards. The Floodplain Administrator may, at his discretion, accept alternate standards if such standards are proven to provide an equal or greater degree of flood protection, or are based on better scientific information. The Floodplain Administrator may, at his discretion, waive certain provisions of the "State Standards", provided that an equal or greater degree of flood protection will still be provided.

5.2 STANDARDS OF CONSTRUCTION

In all ~~regulatory floodplains~~ ~~areas of special flood hazard~~, the following standards are required:

A. Anchoring

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure ~~resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.~~
2. All manufactured homes shall meet the anchoring standards of Section 5.6.B.

3. Fuel tanks shall be anchored to prevent flotation or lateral movement.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed using materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilating, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. Electrical lines feeding the

building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.

4. Require within Zones AH or AO that adequate drainage paths around structures on slopes guide flood waters around and away from proposed ~~or existing~~ structures.

C. Elevation and Floodproofing

Elevation (general requirement). New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the regulatory flood elevation. Electrical and mechanical equipment, and appliances must also be elevated to or above the regulatory flood elevation. Upon the completion of the structure, the elevation of the lowest floor, including “basement,” shall be certified by a registered civil engineer or surveyor and provided on a FEMA Elevation Certificate form to the Floodplain Administrator. Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:

1. Elevation (Where No Base Flood Elevation is Specified).
 - a. Elevation in AO Zone. New construction and substantial improvement of any structure in Zone AO (only) shall have the lowest floor, including “basement” higher than the highest adjacent grade and at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in ~~Section 5.2.C.3~~ Sections 5.2.C.2 through 5.2.C.5 as applicable. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification to the Floodplain Administrator.
 - b. Elevation in A Zone (no Base Flood Elevation Specified). New Construction and substantial improvement of any structure in Zone A (only) shall have the lowest floor, including “basement” elevated to or above the regulatory flood elevation, as calculated by a Registered Professional Engineer, registered in the State of Arizona, or as provided by Gila County based on Arizona Department of Water Resources State Standards. ~~In Zone A (only) the Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.~~ Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification on a FEMA Elevation Certificate form, to the Floodplain Administrator.
2. Dry Floodproofing (Non-residential ~~Commercial or Industrial~~ Structures). ~~Commercial or industrial~~ structures which do not include any residential uses shall either be

elevated in conformance with Section 5.2.C.1 ~~or 5.2.C.2~~ as applicable, or, together with attendant utility and sanitary facilities:

- a. Be floodproofed so that below the regulatory flood elevation, the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.
3. Wet Floodproofing (parking and storage areas attached to residential structures). New construction and substantial improvements of fully enclosed areas attached to residential structures, may be placed below the regulatory flood elevation ~~the lowest floor~~ provided that such areas are useable solely for parking of vehicles, building access, or storage in an area other than a “basement” and are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
- a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - ~~d. All construction is to be of “flood resistant materials” below the regulatory flood elevation.~~
 - d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-08 et. seq.).
 - e. Electrical and mechanical equipment, and appliances, must also be elevated to or above the regulatory flood elevation.
 - fe. The lowest floor elevation, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the

Floodplain Administrator.

4. ~~Wet Floodproofing (detached "accessory structures").~~ Detached "accessory structures" (see definitions) which do not exceed 600 square feet of floor area may be permitted with the lowest floor below the regulatory flood elevation if constructed in accordance with the criteria in Section 5.2.C.4(a through e). Unenclosed Structure. For any unenclosed structure (which has at least one side open) there is no lowest floor elevation or wet-floodproofing requirement, but flood-resistant materials are required below the regulatory flood elevation.

5. ~~Wet Floodproofing ("large detached buildings for parking and storage buildings," built on the same parcel as a residential building).~~ Detached buildings designed for "accessory uses" (see definitions) which exceed the 600 square foot size limit in the definition of "accessory structure," and which are used solely for parking and storage, may be permitted with the lowest floor below the regulatory flood elevation under the provisions of Section 5.2.C.4(a through e), only if a variance is obtained per Section 6.3.F. A variance may not be issued to waive the requirement that the mechanical and utility equipment be elevated or floodproofed to at or above the regulatory flood elevation. These buildings may be permitted with the lowest floor below the regulatory flood elevation under the following conditions:
 - a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

 - b. The bottom of all openings shall be no higher than one foot above grade; and

 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.

 - d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-93 et. seq.).

 - e. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located at or above the regulatory flood elevation. Electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.

 - f. The building shall not be located entirely or partially within a regulatory floodway or administrative floodway.

 - g. A FEMA Elevation Certificate form, certified by a registered professional engineer or

land surveyor, which certifies the lowest floor elevation, the elevation below which the building is constructed entirely of flood-resistant materials, number of openings and their dimensions and locations, together with photographic documentation, is to be provided to the Floodplain Administrator.

- h. The enclosed area of the building below the regulatory flood elevation shall be used solely for parking of vehicles and limited storage, and will never be converted to other uses, including habitation, without first being made fully compliant with the Gila County Floodplain Management Ordinance in effect at the time of conversion and obtaining the required permits. A non-conversion agreement is required to be signed and recorded in the office of the Gila County Recorder by the applicant as a condition of the floodplain use permit for the "detached parking/storage building". Each non-conversion agreement shall contain the following language:

"WARNING: Applicants for flood plain use permits to build large parking buildings below the base flood level should be aware that constructing a structure below the base flood level will result in increased premium rates for flood insurance. These increased premiums can exceed \$25 for \$100 of insurance coverage. Additionally, construction below the base flood elevation increases risks to life and property. "

6. Small Sheds and Enclosed Areas. Structures meeting the definition of “small enclosure” (see definition) which are exempt from a Gila County Building Permit, are exempt from a Floodplain Use Permit if located within a floodway fringe, ~~or if within a floodway and constructed per~~ or meet the standards of Section 5.8.D.
7. Manufactured Homes. Manufactured homes shall meet the above standards and also the standards in Section 5.6 of this ordinance. In addition to the requirements in this ordinance, manufactured homes must also meet any and all applicable standards of the Arizona Office of Manufactured Housing for placement of manufactured homes in floodplains.
8. Buildings detached from the primary residential building on a parcel, which are used primarily for parking and storage, but which contain any residential use areas (including but not limited to areas with shop equipment, workbenches, hobby areas, sleeping areas, food preparation/cooking areas, or sanitary facilities), shall be considered a residential building with attached parking and storage area. The floor of the portion of the building not used solely for parking and storage must be elevated to or above the regulatory flood elevation.

D. Critical Facilities. Construction of new “critical facilities” shall be, to the maximum extent possible, located outside the limits of the 500-year floodplain (0.2% probability of occurrence) or protected from damage or loss of access from a 500-year flood. Construction of new critical facilities shall be permissible within the 500-year floodplain if no feasible alternative site is available.

E. Local Drainage. All development regulated by this ordinance must additionally be in compliance

with the Gila County Grading and Drainage Ordinance.

5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

B. Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

5.4 STANDARDS FOR UTILITIES

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. "Waste disposal systems" shall not be installed wholly or partially in a regulatory floodway.

5.5 STANDARDS FOR SUBDIVISIONS

A. All subdivision proposals shall identify the limits of special flood hazard area, the elevation of the base flood, and the floodway.

B. All final subdivision plans will provide the regulatory flood elevation for all lots located within the regulatory floodplain and for all lots on watercourses having a contributing drainage area of 640 acres or more, and shall also provide a floodplain and floodway delineation for such watercourses. All lots located partially within the floodway shall have adequate building envelopes shown outside of the floodway. If the site is to be filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.

C. All proposed subdivisions shall be designed in a manner consistent with the need to minimize flood damage.

D. All new subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

E. All new subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

F. All new subdivisions shall make provisions for “all-weather access” both within the subdivision boundary and along access routes.

G. Proposals for all new developments greater than 50 lots or 5 acres, whichever is the lesser, shall provide regulatory flood elevations and 100-year floodplain and floodway delineations for regulatory floodplains and watercourses having contributing drainage areas of 640 acres or more, whether or not the development falls under the jurisdiction of the Gila County Subdivision Regulations. This includes subdivisions, mobile home parks, and land divisions where any alteration of the land is proposed, including, but not limited to ~~as~~ new roadways, utility installation, drainage channel improvement, or drainage channel crossings. It is the developer’s responsibility to provide at his expense the base flood elevation, 100-year flood plain and floodway information. The Floodplain Administrator shall not accept such information unless the developer can verify that it has been developed according to currently accepted engineering standards.

5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the **regulatory** floodplain ~~either in a new or existing space, lot or parcel~~ provided that the manufactured home is either: placement meets the applicable construction standards in Section 5.2 of this Ordinance, and the following provisions where applicable:

- 1. The manufactured home must be E**levated so that the ~~bottom of the structural frame or the lowest point of any attached appliances, whichever is lower,~~ **lowest floor elevation** is at least **one foot** or above the regulatory flood elevation, ~~or except~~
- ~~2. In existing manufactured home parks with no substantial damage, the manufactured home must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade. The lowest point of all attached appliances and equipment must be no less than 36 inches above grade.~~
- 2. For replacement mobile/manufactured homes located within a floodplain on August 3, 1984:**
If the mobile home to be replaced was not damaged by a flood to more than fifty per cent of its value before the flood, it may be replaced by another mobile/manufactured home if the replacement mobile/manufactured home is elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

B. Anchoring

All manufactured homes and additions to manufactured homes shall be anchored to resist flotation, collapse, or lateral movement by one of the following methods:

1. By providing an engineered anchoring system designed to withstand minimum horizontal forces of twenty-five pounds per square foot and uplift forces of fifteen pounds per square foot. **All components of the anchoring system must be capable of carrying a force of 4,800 pounds.**
2. By providing over-the-top ~~or~~ frame ties to ground anchors; **or**
3. By using manufactured home wind anchoring methods allowed by the building code adopted by Gila County at the time of permitting, provided that the anchoring system is also designed to resist flotation, collapse, and lateral movement.

~~For both options 1 and 2 above,~~

~~all components of the anchoring system be capable of carrying a force of 4,800 pounds.~~

~~Unless manufacturer's or engineer's calculations are provided to show that the proposed tie-downs meet criteria (1) above, one of the following methods shall be used:~~

- a. ~~Over the top ties to be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, except that manufactured homes less than fifty (50) feet long require one additional tie per side;~~
- b. ~~Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, except that manufactured homes less than fifty (50) feet long require only four additional ties per side.~~

~~C. Manufactured Home Parks and Manufactured Home Subdivisions~~

~~In addition to those standards set forth in the Gila County Zoning Ordinance, the following standards are required for (a) manufactured homes not placed in manufactured home parks or subdivisions, (b) new manufactured home parks or subdivisions, (c) expansions to existing manufactured home parks or subdivisions, and (d) repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds fifty (50) percent of the value of the streets, utilities, and pads before the repair, reconstruction, or improvement commenced.~~

1. ~~Adequate surface drainage and access for a hauler shall be provided.~~

~~2. All manufactured homes shall be placed on pads or lots elevated on compacted fill or in pilings so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.~~

~~— If elevated on pilings:~~

~~a. The lots shall be large enough to permit steps;~~

~~b. The pilings shall be placed in stable soil no more than ten feet apart; and~~

~~c. Reinforcement shall be provided for pilings more than six feet above the ground level.~~

~~d. The pilings shall meet building code requirements in effect in Gila County at the time of permit issuance, as determined by the Gila County Building Official.~~

~~D. Any manufactured home placed within a floodway shall, in addition to the requirements of this section, meet all the requirements of Section 5.8.~~

5.7 STANDARDS FOR RECREATIONAL VEHICLES

A. All recreational vehicles placed on site will either:

1. Be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
2. Meet the requirements of Section 54 of this ordinance ~~and~~ including, but not limited to the elevation and anchoring requirements for manufactured homes in Section 5.6, and the floodway requirements in Section 5.8.

B. The following additional requirements shall apply to a recreational vehicle park:

1. Occupants shall be given notice on a form acceptable to the Floodplain Administrator that their recreational vehicle is being placed within a flood hazard area.
2. No units are stored.
3. If a unit is to be left unoccupied for a period exceeding twenty-four hours, the park owner or his

designated agent is notified.

4. The owner of the park is fully responsible for the removal of recreational vehicles from spaces within the floodplain in the event that an evacuation is ordered.
5. A site plan of the park and an emergency action plan must be submitted to and approved by the Gila County Department of Emergency Services, and the Floodplain Administrator. The site plan shall show those spaces designated for the exclusive occupancy of "recreational vehicles".
6. Recreational vehicle parks shall not be placed in areas subject to flash flooding.
7. An adequate flood warning system shall be established, if one does not already exist.

5.8 FLOODWAYS

Located within ~~regulatory floodplains~~ ~~areas of special flood hazard~~ established in Section 3.2, ~~are~~ areas designated as floodways ~~may exist~~. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Section 5.8.A is satisfied, all new construction and substantial improvements shall also comply with all other applicable flood hazard reduction provisions of Section 5.
- C. If no floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. A small enclosure shall be considered to be in compliance with the floodway encroachment criteria if: ~~it is shown that it would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~

- ~~1. The sides of the enclosure are constructed of breakaway materials;~~
- ~~2. The sides of the enclosure must be anchored to prevent flotation and to prevent parts from being carried downstream by floodwaters; and~~
- ~~3. The enclosed area does not exceed 200 square feet.~~

E. A structure shall be considered to be in compliance with the floodway encroachment criteria if the entire structure is shown to be within an ineffective flow area created by an existing grandfathered or legally permitted structure where the floodway encroachment issues have been adequately addressed.

~~F. A structure shall be considered to be in compliance with floodway encroachment criteria if it is shown that the 1) the structure is elevated in a manner that provides the minimum practical obstructions to flow below the regulatory flood elevation, 2) no fill is placed in the floodway, and 3) the loss of hydraulic conveyance due to the structure is mitigated.~~

5.9 FLOOD RELATED EROSION-PRONE AREA

A. The Floodplain Administrator shall require floodplain use permits for proposed construction and other development within all flood-related erosion-prone areas known to the community **within regulatory floodplains**.

B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.

~~Within Zone E on the Flood Insurance Rate Map, a setback is required for all new development from the lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.~~

C. Within flood hazard zones designated by codes beginning with the letter “A” on the Flood Insurance Rate Map, or within **or adjacent to** an administrative floodplain, the Floodplain Administrator may determine an erosion setback for a particular watercourse or parcel, based on State Standard 5-96 and subsequent revisions, geology, geomorphology, topography, history of erosion processes, visual observations of erosion, or other evidence of flood-related erosion or flood-related erosion potential. In no case shall the erosion setback be reduced to less than twenty (20) feet, unless adequately engineered, constructed and maintained erosion protection measures are in place or are to be installed as part of the development, or unless a lesser setback is justified by appropriate engineering analysis. If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development. Structure-specific erosion control, such as construction on piers placed to below the scour depth (determined by a Registered Professional Engineer), and designed to totally support the structure if scour occurs below the structure, may be used as an alternative to watercourse bank erosion protection.

SECTION 6.0 VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.

B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed uses with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the ~~base~~ **regulatory** flood level increases risks to life and property.

3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal **Emergency Management Agency Insurance Administration** upon request.

6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;

3. A showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud and" ~~on or~~ "victimization" of the public, or conflict with existing local laws or ordinances.

~~F. A variance to allow wet floodproofing of a structure detached from the main building, and larger than 600 square feet, may be granted, if the Floodplain Board verifies that 1) elevation of the structure to the regulatory flood elevation would make the intended use unfeasible, 2) the proposed structure is designed for "accessory uses," 3) the proposed structure meets the floodproofing requirements of either Section 5.2.C.3 or meets the wet floodproofing ("flood venting") requirements of section 5.2.C.4, and 4) the building is to be constructed of flood resistant materials below the regulatory flood elevation. Variances shall not be issued for such buildings within any designated floodway unless the applicant proves, by engineering analyses, that no increase in flood levels during the base flood discharge would result. Records of these variances and the justification for their issuance shall be maintained indefinitely, and the variances should be reported to the Arizona Department of Water Resources.~~

~~When a variance is granted to wet floodproof a detached building larger than 600 square feet used for "accessory uses," an Elevation Certificate (on the current FEMA form) is still required to certify the actual lowest floor elevation, the elevation to which it is constructed of flood resistant materials, the size and location of the required flood vents, the elevation to which mechanical equipment is placed, and the elevation at which utilities are placed or to which utilities are floodproofed.~~

G.E. Variances cannot be granted to section 5.4.C of this ordinance.

SECTION 7.0
ADMINISTRATIVE ~~SPECIAL~~ FLOOD HAZARD AREAS Also Known As
(ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)

7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS

Any 100-year floodplain of a watercourse having a contributing drainage area of 640 acres or more, and containing base flood elevations, shown on a subdivision plat which has been approved by the Gila County Board of Supervisors after ~~October 26, 2010, the effective date of this ordinance~~ is hereby designated as an Administrative ~~Special~~ Flood Hazard Area and shall be regulated as a Special Flood Hazard Area pursuant to Section 3.2 of this Ordinance, for those watercourse reaches not covered by a Special Flood Hazard Area designation on an effective Flood Insurance Rate Map or Letter of Map Change issued by the Federal Emergency Management Agency. A map based on more detailed information than what was used in the floodplain delineation on the subdivision plat, when adopted by the Floodplain Board, shall supersede the floodplain delineation on the subdivision plat.

7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS

Any floodplain delineation performed in accordance with methodologies in State Standard 2-96 et. Seq., other applicable State Standards, or county, state, or federal floodplain delineation standards, including special engineering studies, field calculations and historical data may be adopted by Board action as administrative floodplains, where such delineation is deemed beneficial to the goal of minimizing flood damage within Gila County. Floodplains delineated per section 5.5.G of this Ordinance shall become Administrative Floodplains when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

7.3 AUTOMATIC SUPERSEDEANCE

Any Administrative ~~Special~~ Flood Hazard Area shall be automatically superseded by one of the following:

- A. A revision by the Federal Emergency Management Agency to the effective Flood Insurance Rate Map for the reach of the regulatory watercourse for which the revision is applicable. Such revision types include, but are not limited to Physical Map Revisions, Letters of Map Amendment or Letters of Map Revision, on the effective date of such revision; or
- B. The adoption by the Board of Directors of the Gila County Flood Control District of an Administrative ~~Special~~ Flood Hazard Area by the Board for the same reach of the ~~regulatory~~ watercourse based on a more detailed hydraulic study or other acceptable methodology as described in Section 3.2 of this Ordinance.

7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS

- A. For Administrative **Special** Flood Hazard Areas without base flood elevations available, Regulatory Flood Elevations used to set lowest floor elevations for new development and substantial improvements shall be submitted by the applicant with an Application for a Floodplain Use Permit or Floodplain Clearance. The calculations and reports which are submitted to the Floodplain Administrator to establish the regulatory flood elevation must be sealed by a Professional Engineer registered in the State of Arizona, in accordance with Rule R4-30-304(D)(1) of the Arizona State Board of Technical Registration, et. seq. The acceptable methodology for the determination of the regulatory flood elevation shall include State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, all other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may also include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data, if approved by the Floodplain Administrator. The Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.
- B. The applicant may agree in writing to use the best information available to the Gila County Floodplain Administrator at the time the application is being processed, in lieu of submitting the required information described above.
- C. If the information available to the Floodplain Administrator is not acceptable to the applicant, the applicant may then sign a refusal to use the best available information and will be required to submit engineering calculations to determine the regulatory flood elevation, as described above, before a Floodplain Use Permit or Floodplain Clearance may be issued.

7.5 REQUIREMENT FOR PERMIT OR CLEARANCE

A Floodplain Use Permit pursuant to Section 4.1 or a Floodplain Clearance per Section 7.6.B of this Ordinance is required prior to development on parcels lying partially or entirely within the Administrative **Special** Flood Hazard Area.

7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE

- A. A Floodplain Use Permit is required for development on parcels lying partially or entirely within Administrative **Special** Flood Hazard Areas if the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be on ground partially or entirely inundated by floodwaters below the base flood elevation, if excavation is proposed below the base flood elevation, or if elevation

information is not yet available at the time of the application for a permit.

- B. An expedited process, the Floodplain Clearance, may be used in lieu of a Floodplain Use Permit for development on parcels lying partially ~~or entirely~~ within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location and extent of the development and the regulatory flood elevation.

7.7 ADMINISTRATIVE FLOODWAYS

Located within administrative ~~areas of special~~ flood hazard **areas** may be areas designated as administrative floodways. Since the administrative floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. All provisions of Section 5.8 applicable to regulatory floodways shall apply to administrative floodways.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements in administrative floodways shall also comply with all applicable flood hazard reduction provisions of Section 5, using the same provisions as if in a regulatory floodway and regulatory floodplain.
- C. If no administrative floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the “State Standards,” or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. Floodways delineated per section 5.5.G of this Ordinance shall become Administrative Floodways when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.
- E. The provisions of Section 5.4.C of this Ordinance do not apply in administrative floodways.

7.8 VARIANCES WITHIN ADMINISTRATIVE ~~AREAS OF SPECIAL~~ FLOOD HAZARD **AREAS**

The variance procedures within Administrative ~~Areas of Special~~ Flood Hazard ~~Areas~~ are identical to those in any ~~Area of~~ Special Flood Hazard ~~Area~~, as prescribed in Sections 6.1 through 6.3 of this Ordinance.

SECTION 8.0 AMENDMENTS

8.1 ORDINANCE MAY BE AMENDED, ETC

The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed at the initiation of the Gila County Floodplain Board by said Board following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS

A. Upon initiation of a hearing to amend, the Floodplain Board shall set a date, time and place and cause notice of same to be published in a newspaper of general circulation in the County at least thirty (30) days prior to the date of said hearing.

B. Full text of any proposed amendments to the Ordinance shall be available for inspection by the public at the office of the Floodplain Administrator at least thirty (30) days prior to the amendment hearing.

INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.0	STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES	2
1.1	Statutory Authorization	2
1.2	Findings of Fact	2
1.3	Statement of Purpose	2
1.4	Methods of Reducing Flood Losses	3
2.0	DEFINITIONS	4
3.0	GENERAL PROVISIONS	16
3.1	Lands to which this Ordinance Applies	16
3.2	Basis for Establishing Regulatory Floodplains	16
3.3	Compliance	17
3.4	Abrogation And Greater Restrictions	17
3.5	Interpretation	17
3.6	Warning and Disclaimer Of Liability	17
3.7	Statutory Exceptions	18
3.8	Declaration of Public Nuisance	19
3.9	Abatement of Violations	20
3.10	Civil Penalties	20
3.11	Unlawful Acts	21
3.12	Severability	21
4.0	ADMINISTRATION	22
4.1	Establishment of Floodplain Use Permit	22
4.2	Designation of Floodplain Administrator	23
4.3	Duties And Responsibilities of the Floodplain Administrator	23
4.4	Floodplain Clearance	25
5.0	PROVISIONS FOR FLOOD HAZARD REDUCTION	26
5.1	Design Standards	26
5.2	Standards of Construction	26
5.3	Standards for Storage of Materials and Equipment	30
5.4	Standards for Utilities	30
5.5	Standards for Subdivisions	31
5.6	Standards for Manufactured Homes and Manufactured Home Parks and Subdivisions	32
5.7	Standards for Recreational Vehicles	33
5.8	Floodways	34
5.9	Flood-Related Erosion-Prone Areas	35

INDEX (continued)

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
6.0	VARIANCE PROCEDURE	36
6.1	Nature of Variances	36
6.2	Appeal Board	36
6.3	Conditions for Variances	38
7.0	ADMINISTRATIVE FLOOD HAZARD AREAS (also known as ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)	39
7.1	Flood Limits Shown on Subdivision Plats	39
7.2	Adoption of Other Administrative Floodplains	39
7.3	Automatic Supersedence	39
7.4	Determination of Regulatory Flood Elevations	40
7.5	Requirement for Permit or Clearance	40
7.6	Criteria for Issuance of Floodplain Use Permit or Floodplain Clearance	41
7.7	Administrative Floodways	41
7.8	Variances within Administrative Flood Hazard Areas	42
8.0	AMENDMENTS	43
8.1	Ordinance may be Amended, Etc.	43
8.2	Hearing Before the Gila County Floodplain Board and Provisions	43

{Delete this page and next (superseded index)}

SECTION 1.0	4
STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES...	4
1.1 STATUTORY AUTHORIZATION	4
1.2 FINDINGS OF FACT	4
1.3 STATEMENT OF PURPOSE	4
1.4 METHODS OF REDUCING FLOOD LOSSES	5
SECTION 2.0	7
DEFINITIONS.....	7
SECTION 3.0	17
GENERAL PROVISIONS.....	17
3.1 LANDS TO WHICH THIS ORDINANCE APPLIES	17
3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD	17
3.3 COMPLIANCE	17
3.4 ABROGATION AND GREATER RESTRICTIONS	18
3.5 INTERPRETATION	18
3.6 WARNING AND DISCLAIMER OF LIABILITY	18
3.7 STATUTORY EXEMPTIONS	18
3.8 DECLARATION OF PUBLIC NUISANCE	20
3.9 ABATEMENT OF VIOLATIONS	20
3.10 CIVIL PENALTIES	21
3.11 UNLAWFUL ACTS	21
3.12 SEVERABILITY	22
SECTION 4.0	23
ADMINISTRATION.....	23
4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT	23
4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR	24
4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR	24
SECTION 5.0	27
PROVISIONS FOR FLOOD HAZARD REDUCTION	27
5.1 DESIGN STANDARDS	27
5.2 STANDARDS OF CONSTRUCTION	27
5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT	31
5.4 STANDARDS FOR UTILITIES	32
5.5 STANDARDS FOR SUBDIVISIONS	32
5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS	33
5.7 STANDARDS FOR RECREATIONAL VEHICLES.....	35
5.8 FLOODWAYS	36
5.9 FLOOD RELATED EROSION-PRONE AREA.....	37
SECTION 6.0	39
VARIANCE PROCEDURE	39
6.1 NATURE OF VARIANCES.....	39
6.2 APPEAL BOARD	39
6.3 CONDITIONS FOR VARIANCES	41

SECTION 7.0	43
ADMINISTRATIVE SPECIAL FLOOD HAZARD AREAS Also Known As (ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS).....	43
7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS.....	43
7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS.....	43
7.3 AUTOMATIC SUPERSEDEENCE	43
7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS.....	43
7.5 REQUIREMENT FOR PERMIT OR CLEARANCE	44
7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE.....	44
7.7 ADMINISTRATIVE FLOODWAYS.....	44
7.8 VARIANCES WITHIN ADMINISTRATIVE AREAS OF SPECIAL FLOOD HAZARD	45
SECTION 8.0	46
AMENDMENTS	46
8.1 ORDINANCE MAY BE AMENDED, ETC	46
8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS	46

ARF-3384

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Mike Pastor, Member, Board of Supervisors

Submitted By: Sherry Grice, Executive Assistant, Board of Supervisors-District 2

Department: Board of Supervisors-District 2

Information

Request/Subject

Gila Community College's 12D Fund Requests for two applications to Apache Gold Casino.

Background Information

This funding is offered through Revised Gaming Compact of 2003 where tribes with casinos are required to contribute a portion of their net wins to state and local governments and to economic development endeavors as well. The funding is distributed through a competitive process by the casinos.

The San Carlos Apache Tribe and the Apache Gold Casino Resort set aside what is commonly known as 12D funding to be distributed to surrounding cities, towns and counties on an annual basis through a selection process based on the total amount of funding available.

Gila Community College is submitting these funding applications under the economic development category as the local trainer of workforce programs.

Gila Community College has submitted for and received these funds in the past. In 2006, a funding award in the amount of \$8,120.00 was granted, and in 2007, an amount of \$19,904.90 was granted to the College for equipment to support the nursing program.

Evaluation

In order to be considered for this funding, a qualified organization must submit an application by the deadline of October 11, 2015. Applications must have the signature of a city, town or county official verifying the organization is indeed a qualifying group or cause that will provide government services that benefit the general public, including public

safety, mitigation of impacts of gaming or promotion of commerce and economic development.

Conclusion

By the Board of Supervisors authorizing its Chairman to sign the 12D Fund Request applications, it will allow Gila Community College to meet all requirements for the submission of these applications. If these funding requests are approved, the first application in the amount of \$4,000 will allow the College to purchase two (2) HeartStart OnSite Defibrillator and Accessories. The instructor utilizes these defibrillators for the purpose of demonstration and student proactive. The Defibrillator is designed for ordinary persons in an emergency to conduct test and CPR. It also delivers therapy in 8 seconds. The second application in the amount of \$5,560 will allow the College to purchase eight (8) Venipuncture and Injection Training Arms. The instructor utilizes the arms for the purpose of demonstration and student practice. The training arms provide complete venous access for IV therapy and phlebotomy. It also sites for intramuscular and intradermal injections. Following the demonstration by the instructor, students practice giving shots and techniques for blood draws.

Recommendation

It is recommended that the Board of Supervisors authorize the Chairman's signature on two 12D Fund Request applications being submitted by the Gila Community College to the Apache Gold Casino before the deadline of October 11, 2015.

Suggested Motion

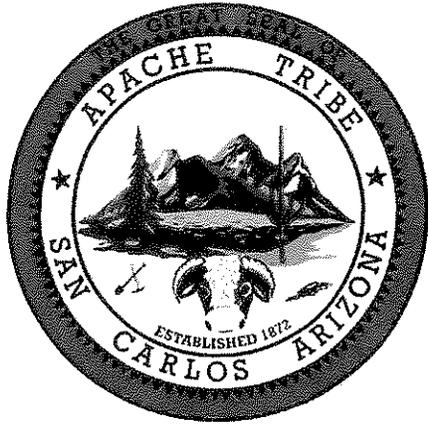
Information/Discussion/Action to authorize the Chairman's signature on two 12D Fund Applications submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Apache Gold Casino; the first application in the amount of \$4,000, and the second application in the amount of \$5,560. **(Mike Pastor)**

Attachments

GCC 12D Fund Application 1 - Apache Gold Casino

GCC 12D Fund Application 2 - Apache Gold Casino

Supplemental Information Application 2



12D FUND APPLICATION

Pursuant to the Indian Gaming Regulatory Act of 1988, the San Carlos Apache Tribe and the State of Arizona entered into a compact agreement for the purposes of governing all Class III gaming activities conducted within the territorial jurisdiction of the Tribe. In accordance with Arizona Tribal-State Gaming Compact under Section 12 D the San Carlos Apache Tribe shall make 12% of its total contribution in either or both of the following forms:

- (1) Distributions to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impact of gaming, or promotion of commerce and economic development;
- (2) Deposits to the Commerce or Economic Development Commission Local Communities Funds established by A.R.S. 41-1505.12 (www.az.gaming.gov).

The Apache Gold Casino Resort elected to meet section 12D requirements by distribution of funds thru the cities, towns, or counties for government services. As a result an application and review selection process was created for the parties who are interested in potentially be awarded 12D funds. We thank you in advance for your interest and request that you take note of the qualifiers listed in section 1 above prior to completing your application.

The application deadline is October 11, 2015 and selections will be made shortly thereafter. The application packet is following, please feel free to attach additional information that you feel will help us better understand your cause.



12D Fund Request Application

Deadline for Applications is October 11, 2015

Entity requesting funds: Gila Community College

Please check Type of Entity	City	County X	Economic Development
P. O. Box 2656 Address	Globe City	Arizona State	85501 Zip Code
Dr. Stephen Cullen Contact Person	Senior Dean Title	928 425-8481 Phone	
8274 Six Shooter Canyon Road Address of Contact Person	Globe City	Arizona State	85501 Zip Code

Scope of Project/Request:
Training medical assisting, phlebotomy, and nursing students

Amount Requested \$4000.00	Time Frame: From (Use of funds)	<u>1/16 to 12/31/2016</u>
--------------------------------------	--	---------------------------

Possible beneficiaries of funds requested:

Gila Community College offers nursing, CNA, Medical Assisting, Emergency Medical Technician (EMT) and Fire Science. The beneficiaries will be students ages 18 to 60 who aspire to enter the health care profession or first responder training.

Narrative and description of project/request

The funding requested will be used to purchase two (2) HeartStart OnSite Defibrillator and Accessories. The instructor utilizes the defibrillators for the purpose of demonstration and student practice. The Defibrillator is designed for ordinary persons in an emergency to conduct test and CPR. It also delivers therapy in 8 seconds. The total request is in the amount of \$4000.



Page 2

Identification of mechanism for reporting on use of funds (recommended at quarterly intervals).

Two (2) Defibrillators and accessories will be purchased at a total cost of \$4000. The proposed mechanism and process for reporting is to provide the number of students who have successfully completed the training in the areas of phlebotomy, medical assisting and nursing. Final grades are recorded by each instructor at the completion of the training. 125 students will be trained each semester total of 250 each year equaling 1000 trained health care professionals and first responders over the course of this grant.

Additional comments (if more space is needed, please attach additional sheets to application).

The training outlined in this application is critical to meet the growing need for allied health care and first responder training. A full description is included with this application is attached.

Signature of Contact Person

Date

Signature of City, Town or County Official supporting the application must be provided here for application to be complete (Examples: Mayor, Vice-Mayor, Council, Supervisor, Treasurer or Town Manager):

Signature City, Town or County Official

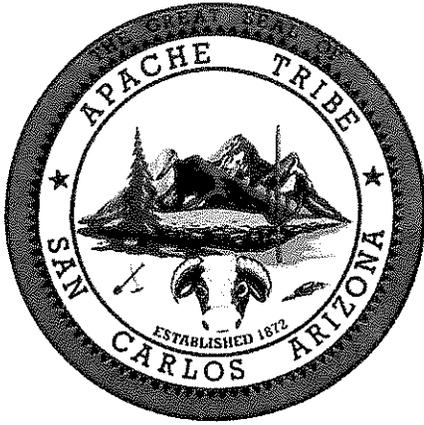
Title

Date

Please submit to:
General Manager
Apache Gold Casino Resort
P.O. Box 1210
San Carlos, AZ 85550
Phone: (928) 475-7800 Ext.3261
Fax: (928) 475-7692

and

Tribal Secretary
San Carlos Apache Tribe
P.O. Box 0
San Carlos, AZ 85550
Phone: (928) 475-2361
Fax: (928) 475-2567



12D FUND APPLICATION

Pursuant to the Indian Gaming Regulatory Act of 1988, the San Carlos Apache Tribe and the State of Arizona entered into a compact agreement for the purposes of governing all Class III gaming activities conducted within the territorial jurisdiction of the Tribe. In accordance with Arizona Tribal-State Gaming Compact under Section 12 D the San Carlos Apache Tribe shall make 12% of its total contribution in either or both of the following forms:

- (1) Distributions to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impact of gaming, or promotion of commerce and economic development;
- (2) Deposits to the Commerce or Economic Development Commission Local Communities Funds established by A.R.S. 41-1505.12 (www.az.gaming.gov).

The Apache Gold Casino Resort elected to meet section 12D requirements by distribution of funds thru the cities, towns, or counties for government services. As a result an application and review selection process was created for the parties who are interested in potentially be awarded 12D funds. We thank you in advance for your interest and request that you take note of the qualifiers listed in section 1 above prior to completing your application.

The application deadline is October 11, 2015 and selections will be made shortly thereafter. The application packet is following, please feel free to attach additional information that you feel will help us better understand your cause.



12D Fund Request Application

Deadline for Applications is October 11, 2015

Entity requesting funds: Gila Community College

Please check Type of Entity	City	County X	Economic Development
P. O. Box 2656 Address	Globe City	Arizona State	85501 Zip Code
Dr. Stephen Cullen Contact Person	Senior Dean Title	928 425-8481 Phone	
8274 Six Shooter Canyon Road Address of Contact Person	Globe City	Arizona State	85501 Zip Code

Scope of Project/Request:
Training medical assisting, phlebotomy, and nursing students

Amount Requested \$5560.00	Time Frame: From (Use of funds)	1/2016-12/2020
-------------------------------	------------------------------------	----------------

Possible beneficiaries of funds requested:

The beneficiaries will be students ages 18 to 60 who aspire to enter the health care profession, ie., medical assisting, phlebotomy, and nursing.

Narrative and description of project/request

The funding requested will be used to purchase eight (8) advanced Venipuncture and Injection Training Arms. The instructor utilizes the arms for the purpose of demonstration and student practice. The training arms provide complete venous access for IV therapy and phlebotomy. It also sites for intramuscular and intradermal in injections. It features 8-line vascular system, which allows students to practice venipuncture at all primary and secondary locations (Please note the attached). Following the demonstration by the instructor, student practice giving shots and techniques for blood draws. Eight training arms are requested at a cost of \$695.00 each. The total request is in the amount of \$5560.



Page 2

Identification of mechanism for reporting on use of funds (recommended at quarterly intervals).

Eight (8) training arms will be purchased at a total cost of \$5560. The proposed mechanism for reporting is to provide the number of students who have successfully completed the training in the areas of phlebotomy, medical assisting, and nursing. Final grades are recorded by each instructor at the completion of the training. Ninety students will be trained each for a total of 360 trained health care professionals over the course of this grant.

Additional comments (if more space is needed, please attach additional sheets to application).

The training outlined in this application is critical for allied health care training due to the increasing demand for health care professionals and this training needed to keep pace with this demand. A full description of the equipment requested is included with this application.

Signature of Contact Person

Date

Signature of City, Town or County Official supporting the application must be provided here for application to be complete (Examples: Mayor, Vice-Mayor, Council, Supervisor, Treasurer or Town Manager):

Signature City, Town or County Official

Title

Date

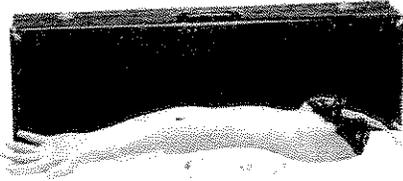
Please submit to:
General Manager
Apache Gold Casino Resort
P.O. Box 1210
San Carlos, AZ 85550
Phone: (928) 475-7800 Ext.3261

and

Tribal Secretary
San Carlos Apache Tribe
P.O. Box 0
San Carlos, AZ 85550
Phone: (928) 475-2361

Fax: (928) 475-7692

Fax: (928) 475-2567



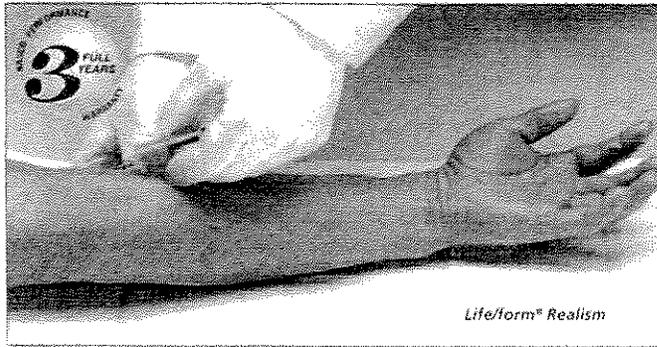
**NASCO
Life/form® Adult Venipuncture and Injection Training Arm**

Teach venipuncture and injection techniques including starting IVs and introducing Over the Needle IV catheters. Realistic feeling of puncture through the vinyl skin and latex veins. The skin actually rolls as you palpate the vein and the characteristic "pop" can be felt as the needle penetrates the vein. Veins are accessible at the antecubital fossa, along the forearm, and at the back of the hand. Practice of intramuscular injection is equally realistic. A foam pad simulates muscle tissue, and the boundaries are identified by natural bonelike landmarks.

Includes:

- Life/form® Arm with skin
- Blood donor and infusion sets
- 3cc syringe, 12cc syringe, and needle
- 1 pint Life/form® Blood
- Teaching guide, and hard carrying case
- Size: 35" x 12" x 6"
- 3-Year Manufacturer's Warranty

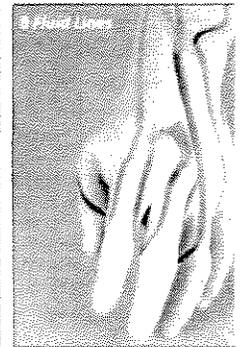
ITEM#	SPECS	MFR#	EACH
77482	Light Skin	LF00698U	570.00
77483	Dark Skin	LF00997U	570.00



Life/form® Realism

**NASCO
* Life/form® Advanced Venipuncture Injection Arm ***

Provides complete venous access for IV therapy and phlebotomy, plus sites for intramuscular and intradermal injections. An extensive 8-line vascular system allows students to practice venipuncture at all primary and secondary locations, including starting IVs and introducing Over the Needle IV Catheters. The venous system simplifies setup with only one external fluid bag supplying artificial blood to all veins simultaneously. The dorsal surface of the hand includes injectable metacarpal, digital, and thumb veins. The antecubital fossa includes the median cephalic, median basilic, and median cubital veins. Venipuncture can also be performed along the basilic, cephalic, accessory cephalic, and median antebrachial veins. Intramuscular injections may be performed in the deltoid muscle and intradermal injection sites are located in the upper arm, intramuscular injections into the deltoid muscle are enhanced by the soft, life-like skin and by the natural bony landmarks in the region. Intradermal injections using distilled water will create characteristic skin welts at designated sites on the



Life/form® Blood Lines

upper arm. The soft, flexible fingers are molded separately with extreme attention paid to every detail — right down to the fingerprints! Flexion of the wrist helps students develop manipulation skills. The replaceable skin rolls as the veins are palpated, and a discernable "pop" is felt when entering the veins. The Life/form® molding process reproduces the fine detail of the skin to make the arm look and feel alive. Valve in the veins can be seen and palpated on the skin surface. Under normal use, hundreds of injections may be performed before the veins or skins need to be replaced.

Includes:

- Life/form® Advanced Venipuncture and Injection Arm
- 2qts simulated blood
- 3cc syringe, 12cc syringe, and needle
- Two fluid bags, instruction manual, and carrying case
- 3-Year Manufacturer's Warranty

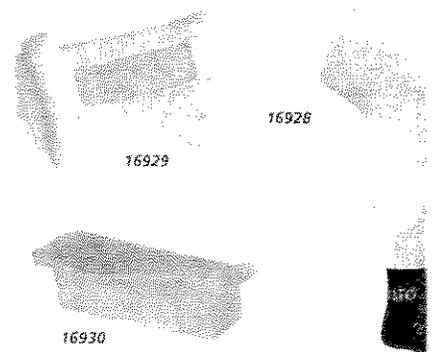
ITEM#	SPECS	MFR#	EACH
74854	Light Skin	LF01121U	695.00
74856	Dark Skin	LF01126U	695.00



**NASCO
Life/form® Venipuncture and Injection Training Arm: Skin and Vein Replacement Kit**

Adult Injectable Training Arm: Skin and Vein Replacement Kit.

ITEM#	SPECS	MFR#	EACH
77606	Dark Skin	LF00987U	132.00
77607	Light Skin	LF00966U	132.00



**PERFORMANCE SYSTEMS
Intraosseous Anatomical Training Leg Adult**

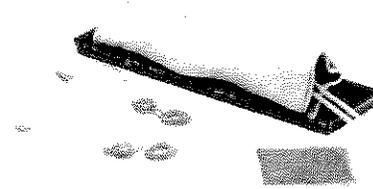
Intraosseous Anatomical Training Leg Adult complete with skin and cartridge, allows students to understand the proper landmarks and placement of the intraosseous device. The cartridge is comparable to the density and texture of actual bone marrow and is located under a sheath of latex which acts as the skin on the training device. Clinical Specialists have practiced on pediatric training years, and with this new adult trainer, students can use this durable leg during training and practicals. This anatomical leg is designed with a palpable tibia tuberosity and can be used with any I.O. device for placement.

- Weight 4.5 lbs
- Dimensions 9.84 x 6.3 x 25.88 in

ITEM#	SPECS	MFR#	EACH
16928	Adult Training Leg	BIG-ILEG	263.00
16929	Replacement Skin	BIG-SKIN	45.99
16930	Replacement Cartridge	BIG-CAP	46.99

**SIMULAIDS
IV Training Arm & Hand**

Master the venipuncture technique with these special training devices. The student can palpate the supple, resilient, realistic arm and hand, then withdraw from vein or inject fluid. 17612 and 17613 include blood powder and carrying tray.



ITEM#	SPECS	MFR#	EACH
17612	Arm	146	259.00
17613	Hand	147R	259.00
57004	IV Arm Replacement Skin	142	46.19
57005	IV Arm Vein Set	143	21.29
58732	IV Reservoir Bag	144	11.49
17610	Blood Powder (Makes 1 Gallon)	225	16.59

Prices may change. Please call or go online for current pricing and volume discounts.

ARF-3390

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 10/06/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Property Tax Sale/Auction of Parcel number 206-21-201.

Background Information

Recently, the County was contacted by someone interested in purchasing Assessor's tax parcel number 206-21-201, which is a vacant parcel of land comprised mostly of unusable hillside in Miami, Arizona. In 1936, this parcel of land was deeded by the County Treasurer to the State of Arizona c/o Board of Supervisors per statutory requirement. Arizona Revised Statutes § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona.

Evaluation

In accordance with Arizona Revised Statutes, the Board of Supervisors has advertised the public sale of this property by live auction to take place on this date. The notice was advertised in the Arizona Silver Belt newspaper on September 16 and 23, 2015. In addition, a letter sent by Certified Mail was mailed to all owners of land that adjoins the subject property to inform them of the sale date, time and location.

Conclusion

The Board of Supervisors needs to proceed with the public sale of Assessor's parcel number 206-21-201 to sell it to the highest bidder. The lien amount on this parcel is \$1,826.48, which has been established as the minimum acceptable bid.

Recommendation

The Clerk of the Board recommends that the Board proceed with the sale of Assessor's parcel number 206-21-201 during its Regular Meeting of this date, October 6, 2015, as scheduled on the meeting agenda.

Suggested Motion

Property Tax Sale/Auction for the sale of Assessor's parcel number 206-21-201, a vacant parcel of land located in Miami, Arizona, that was deeded to the State of Arizona by Treasurer's Deed in the year 1936.

(Michael Pastor/Marian Sheppard)

Attachments

Information regarding parcel number 206-21-201

**GILA COUNTY BOARD OF SUPERVISORS'
 SALE OF LAND THAT IS HELD BY THE STATE UNDER TAX DEED
 (Deeded by the County Treasurer in 1936)**

Pursuant to A.R.S. §42-18301 through §42-18303, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, will hold a live auction on **TUESDAY, OCTOBER 6, 2015**, during its Regular Meeting to sell to the highest bidder the following real property that is held by the State under tax deed. The Regular Meeting will begin at 10:00 a.m. and the auction will take place in the order it is listed on the meeting agenda. The auction will take place at the Gila County Courthouse, Board of Supervisors' Auditorium, 1400 E. Ash Street, Globe, and it will be simultaneously held at the Payson County Complex, Supervisors' Conference Room, 610 E. Highway 260, Payson. **Registration of bidders will take place at both locations from 9:00 a.m. to 9:45 a.m.** Bidder/Purchaser or Bidder's/Purchaser's Agent must be present to bid. Payment must be made to the Clerk of the Board by no later than 5:00 p.m. on October 7, 2015. Only cash, cashier's check or money order will be accepted. A separate fee of \$10 will also be required to record the quit claim deed.

Prospective purchasers are advised that: 1) THE STARTING BID FOR EACH PROPERTY WILL BE FOR THE TOTAL LIEN AMOUNT; 2) ALL SALES ARE FINAL; 3) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 4) EXAMINE PROPERTY BEFORE BIDDING; 5) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 6) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 7) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 8) NO REFUNDS WILL BE MADE.

PARCEL #	PREVIOUS OWNER	LEGAL DESCRIPTION (ADDITIONAL INFORMATION IS IN PARENTHESES AND IN BOLD LETTERING, WHICH IS NOT PART OF THE LEGAL DESCRIPTION)	LIEN AMOUNT (\$)
206-21-201	ESTEVEZ, AUGUSTIN	MIAMI T.S. HIGH SCHOOL ADD., LOT 4, BLOCK 13 (A VACANT PARCEL OF LAND IN MIAMI THAT IS MOSTLY HILLSIDE.)	\$1,826.48

PT SE 1/4 SW 1/4 SECTION 30
T 1 N R 15 E

SEE MAP 206-21 2 of 4

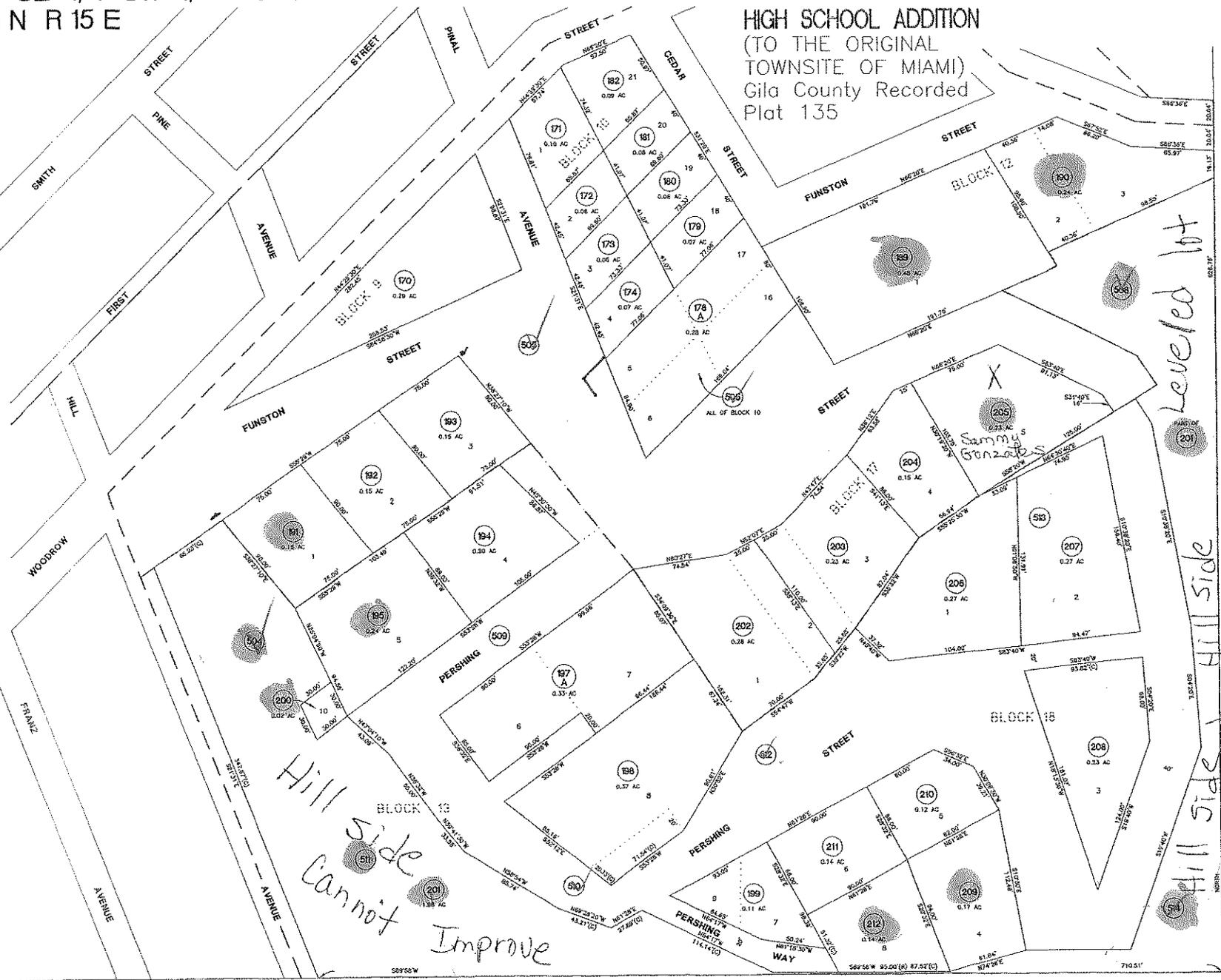
206-21
4 of 4
CODE 4030
UPDATED 4-19-12

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135

SEE MAP 206-15

SEE MAP 206-21 3 of 4

SUBDIVISION OF LOT 4, BLOCK 13 AND LOT
6, BLOCK 18, HIGH SCHOOL ADDITION TO
ORIGINAL TOWNSITE OF MIAMI
Gila County Recorded
Plat 285



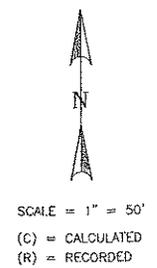
BUREAU OF LAND MANAGEMENT

SEE MAP 206-08

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

206-21-201
subject parcel



Seal
P. A. Phillips
Notary Public
Gila County
Arizona

P. A. Phillips
Notary Public

Expires November 27, 1939.
Filed and recorded at the request of Frank H. Thomas on the 21st day of February
A. D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

3

Compared
121039

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October, 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Cobre Valle T.S. South 1/2 Lot 21, Block 13
(Assessed to Conception Esparza)

IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February 1936.

Seal
County Treasurer
Gila County
Arizona Dit Deus

Frank H. Thomas

STATE OF ARIZONA, |
County of Gila. | ss.

This instrument was acknowledged before me this twenty-seventh day of February, 1936 by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
P. A. Phillips
Notary Public
Gila County
Arizona

P. A. Phillips
Notary Public

Expires November 27, 1939.
Filed and recorded at the request of Frank H. Thomas on the 21st day of February A.D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

227-36

Compared
121040

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Miami T. S. High School Add. Lot 4, Block 13
(Assessed to Augustin Estevez)

2B

IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February 1936.

Seal
{County Treasurer}
{Gila County}
{Arizona Dit Deus}

Frank H. Thomas

STATE OF ARIZONA, |
:ss.
County of Gila |

2-27-36

This instrument was acknowledged before me this twenty-seventh day of February, 1936, by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
{P. A. Phillips}
{Notary Public}
{Gila County}
{Arizona}

P. A. Phillips
Notary Public

Filed and recorded at the request of Frank H. Thomas on the 21st day of February A.D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder.

Compared
121041

TREASURER'S DEED

Regular Form

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 22nd day of October, 1935, notice according to law was published in the Arizona Record, a newspaper published in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the Grantee named herein, and that, unless redemption be had before the second day of December, 1935, a Treasurer's Deed would issue to the said Grantee, and

WHEREAS, said property has not been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby convey, unto said State of Arizona the following described premises situated in the County of Gila, State of Arizona, to-wit:

Miami Inspiration T. S. Lots 27 & 28 Block 12
(Assessed to Firzo Estrado)

IN WITNESS WHEREOF, I, Frank H. Thomas, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 27th day of February, 1936.

Seal
{County Treasurer}
{Gila County}
{Arizona Dit Deus}

Frank H. Thomas

STATE OF ARIZONA, |
:ss.
County of Gila |

This instrument was acknowledged before me this twenty-seventh day of February, 1936, by Frank H. Thomas as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that he executed the same for the purposes and consideration herein expressed.

My commission expires November 27, 1939.

Seal
{P. A. Phillips}
{Notary Public}
{Gila County}
{Arizona}

P. A. Phillips
Notary Public

Filed and recorded at the request of Frank H. Thomas on the 21st day of February A. D. 1936 at 45 minutes past 11 o'clock A. M.

J. E. Owen, County Recorder

ARF-3403

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 10/06/2015

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

Information

Request/Subject

Adoption of Proclamation 2015-11 proclaiming October 2015 as "Domestic Violence Awareness Month" in Gila County.

Background Information

The Board of Supervisors for many years has adopted a proclamation to declare the month of October as "Domestic Violence Awareness Month" in Gila County. The request each year usually comes from Gwen Carroll, Gila County Safe Home Supervisor, or Carolyn Gillis, Program Supervisor.

Evaluation

Domestic violence is a major social crisis in our society and all Arizonans are effected by domestic violence directly or indirectly. Domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor.

Conclusion

The Gila County Board of Supervisors recognizes the importance of designating a time devoted to increase the general public's awareness and support of agencies providing services to domestic violence victims and perpetrators.

Recommendation

It is recommended that the Board of Supervisors receive an update on the activities of the Gila County Safe Home as this agency provides services to victims of domestic violence within Gila County. It would be beneficial for this agency to receive a proclamation from the Board of Supervisors which proclaims the month of October as "Domestic Violence Awareness Month" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-11
proclaiming October 2015 as "Domestic Violence Awareness Month" in
Gila County. **(Carolyn Gillis)**

Attachments

Proclamation 2015-11



PROCLAMATION NO. 2015-11

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM OCTOBER 2015 AS “DOMESTIC VIOLENCE AWARENESS MONTH” IN GILA COUNTY

WHEREAS, domestic violence continues to be a major social crisis in our society;

WHEREAS, all Arizonans are affected by domestic violence directly or indirectly, and domestic violence costs this state and county millions of dollars in lost productivity and health costs;

WHEREAS, domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor;

WHEREAS, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

WHEREAS, volunteers and service providers in our community are working to provide a continuum of care to domestic violence survivors through 24-hour hotlines, emergency shelter, case management, support groups, advocacy, information and referrals, transportation and education and training;

WHEREAS, Gila County seeks to improve services for victims/survivors of domestic violence and prevent future acts of domestic violence through public awareness and services for victims and perpetrators;

WHEREAS, this community recognizes the vital importance of designating a time devoted to increase the general public’s awareness and support of agencies providing services to domestic violence victims and perpetrators; and

WHEREAS, we hold forth a vision of a community free from domestic violence.

NOW, THEREFORE, we, the members of Gila County Board of Supervisors do hereby proclaim October 2015 as “Domestic Violence Awareness Month” in Gila County.

PASSED AND ADOPTED this 6th day of October 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

Tommie C. Martin, Vice-Chairman

John D. Marcanti, Member

ARF-3449

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Adam Shepherd, Sheriff

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

Department: Sheriff's Office

Fiscal Year: 2015-2016 Budgeted?: No

Contract Dates Upon Final Grant?: No

Begin & End: Signature on
MOU

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office for a Regional DUI (Driving under the Influence) Vehicle.

Background Information

The Governor's Office of Highway Safety has purchased a number of regional DUI vehicles to be utilized throughout the State. The Sheriff Office has submitted a letter on August 3, 2015, to be considered for one of the DUI vehicles pending the approval of the Memorandum of Understanding by the Board of Supervisors.

Evaluation

The acquisition of a regional DUI vehicle would greatly enhance all of the law enforcement agencies throughout Gila County. The DUI vehicle will come fully equipped with all of the necessary equipment needed to test and evaluate individuals suspected of impairment. This vehicle can also be utilized and stationed on scene of a DUI detail, will be able to respond to events where alcohol is being served and can be used as a command center.

Conclusion

The Gila County Sheriff's Office would like to accept a regional DUI vehicle from the Governor's Office of Highway Safety to be utilized by all law enforcement agencies throughout Gila County.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office and accept the regional DUI vehicle to be utilized by all the law enforcement agencies in Gila County and to increase the Sheriff's Office fleet by one vehicle to accommodate the addition of the DUI vehicle.

Suggested Motion

Information/Discussion/Action to approve Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office to accept the regional DUI vehicle that will be utilized by all law enforcement agencies in Gila County for DUI enforcement whereby the Sheriff's Office fleet will be increased by one vehicle to accommodate the DUI vehicle. **(Johnny Sanchez)**

Attachments

MOU Agreement No. 2015-405D-502

Request Letter

2015 Transit Van Description

Letter of Support-DPS

Letter of Support-PPD

Letter of Support-HPD

Letter of Support-MPD

Letter of Support-TAR

Letter of Support-GPD



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO C. GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

MEMORANDUM OF UNDERSTANDING

AGREEMENT NUMBER: 2015-405D-502
PROGRAM AREA: 405d
PROJECT COORDINATOR: Alberto C. Gutier, Director

GOHS – ONE (1) MOBILE DUI PROCESSING VAN

The purpose of this Memorandum of Understanding is to promote compliance with Arizona's DUI laws statewide through the development, purchase and implementation of one (1) mobile DUI processing van by the Gila County Sheriff's Office. GOHS is supplying the van, wrap and equipment as part of the package and Gila County will hold the title to the vehicle.

The Governor's Office of Highway Safety (GOHS), using Federal section 405d funds, will design, develop, and purchase one (1) mobile DUI processing van for the Gila County Sheriff's Office as an addition to the Gila County Sheriff's Office fleet. The van shall be used solely for the purposes of enhancing DUI enforcement activities, such as multi-agency DUI task forces, stationary DUI checkpoints, DUI saturation patrols, and other approved DUI related events throughout the state. The van will be specifically designed to enable the Gila County Sheriff's Office to process DUI alcohol cases more efficiently. The DUI van will also serve the law enforcement agencies of Payson, Globe, and other Gila County areas.

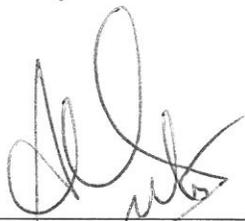
Gila County Sheriff's Office will provide quarterly reports and a final statement of accomplishment as outlined in other contracts provided by GOHS for the life of the van. The reports shall include, but not limited to, the total number of processing nights, description of DUI events, total suspects processed, and other additional highlights and/or obstacles.

VIN #1 Vehicle Description: 2015 Ford Transit 350 High Roof Cargo
VIN #1: 1FTSW2XG8FKA58554

Actual Cost: \$86,835.23

Total Cost: \$86,835.23

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office



Alberto C. Gutier, Director
Governor's Highway Safety Representative

Date

8-26-15

Date

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Keith Thompson – Lt. Southern District



Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Christine Duarte – Lieutenant
Lee Alexander- Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 3, 2015

Alberto Gutier, Director
Governor's Office of Highway Safety
3030 North Central Avenue, Suite 1550
Phoenix, AZ 85012

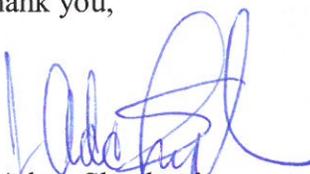
RE: Regional DUI Van for Gila County

Dear Director Gutier:

In response to our conversation regarding a DUI van to be utilized regionally throughout Gila County, the Gila County Sheriff's Office would like to make an official request to be considered by the Governor's Office of Highway Safety pending approval from the Board of Supervisor's. A board meeting to consider this item has been scheduled on September 1, 2015 at 10:00 a.m.

Thank you in advance for your consideration and we would also like to invite you to the board meeting if your schedule would allow. If you plan on attending, please contact me at (928) 402-8570 or Chief Johnny Sanchez at (928) 812-0456.

Thank you,



J. Adam Shepherd
Gila County Sheriff



Motor Vehicle Division

96-0236 R12/13 azdot.gov

TITLE AND REGISTRATION APPLICATION

Title and Registration Title Only Duplicate Registration Only Dismantle Salvage Stolen

Form with fields for Plate Number, Vehicle Identification Number (1FTSW2XG8FKA58554), Make (FORD), Body Style (TRANSIT 350), Year (2015), List Price (\$34715.23), Lien Amount, Lien Date, Owner Driver License or EIN* (G00004269), Owner Name (GOVERNOR'S OFFICE OF HIGHWAY SAFETY), Street Address (3030 N. CENTRAL AVENUE, SUITE 1550), City (PHOENIX), State (AZ), Zip (85012), County (MARICOPA).

I certify that this vehicle, commonly referred to as a station wagon or referred to by the manufacturer's rating as a 3/4 ton or less pickup truck or 3/4 ton or less van, is not maintained and operated more than 1,000 hours in a vehicle registration year for the transportation of passengers or property in the furtherance of a commercial enterprise.

I certify that this trailer or semitrailer with a declared gross weight of 10,000 lbs or less is not maintained and operated in the furtherance of a commercial enterprise.

I certify that the information above and any documentation which I submit in support of this application, is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and understand the requirements of the legal status indicated above.

Bottom section with signature line, MVD Use, Cat, Canceled Plate Number/State/Agent, Current Title Number, State, Date Title Issued, and a grid of vehicle types (REG, EIF, TRN, AQF, PST, PEN, LOP, SNO, DOR, TTL, UTX, SPL, VLT, CRF, WGT, MCF, PRC).

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE
FEBRUARY 02, 2015

INVOICE NO.
KA58554 0

VEHICLE IDENTIFICATION NO.
1FTSW2XG8FKA58554

YEAR
2015

MAKE
FORD

BODY TYPE
148 TRANSIT 350 VAN

SHIPPING WEIGHT
5159 LBS.

H.P. (S.A.E.)
31.83
NOMINAL TONNAGE

G.V.W.R.
9500 LBS

NO. CYLS.
6

SERIES OR MODEL
W2XC

1

CERTIFIED FOR SALE IN CALIFORNIA

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

Don Sanderson Ford

P. O. BOX 1407
Glendale AZ 85311

71L171

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

MEMO DATA

FINANCE SOURCE 000001

Ford Motor Credit Co
P.O. Box 1732, Room
Dearborn MI
48121

D04705911

FORD MOTOR COMPANY

BY Bradley M. Gayton
BRADLEY M. GAYTON, SECRETARY (AGENT)

DEARBORN, MICHIGAN

CITY - STATE





Motor Vehicle Division

96-0165 R09/13 azdot.gov

SECURE ODOMETER DISCLOSURE

Void If Altered Or Erased

Vehicle Identification Number 1FTSW2XG8FKA58554	Year 2015	Make FORD	Body Style TRANSIT 350
Buyer Name GOVERNORS OFFICE OF HIGHWAY SAFETY	Sale Date 03/05/2015	Title Number	

Federal and State law require that the seller states the mileage in connection with the transfer of ownership. Failure to complete the odometer statement, or providing a false statement, may result in fines and/or imprisonment.

Odometer Reading (no tenths) 65	<input checked="" type="checkbox"/> miles <input type="checkbox"/> kilometers
---	---

- Mileage in excess of the odometer mechanical limits.
- NOT Actual Mileage, WARNING – ODOMETER DISCREPANCY

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Seller/Dealership Name (printed) DON SANDERSON FORD INC.		Dealer Number 5	
Street Address 6400 N. 51ST AVENUE		City GLENDALE	State Zip AZ 85301
Agent Name DON SANDERSON FORD INC		Seller/Agent Signature <i>[Signature]</i>	

I am aware of the above odometer certification made by the seller.

Buyer Name (printed) GOVERNORS OFFICE OF HIGHWAY SAFETY	Buyer Signature <i>[Signature]</i>
---	---------------------------------------

TITLE

AL #400472



SANDERSON
AUTOMOTIVE GROUP



2121 WEST FELL ROAD
PHOENIX, AZ 85023
www.sanderSONford.com

367675

1407 GLENDALE, ARIZONA 85014-1407
PHONE: (602) 908-8900
FLEET: (602) 908-8900

GOVERNORS-OFFICE OF HIGHWAY SAFETY

156018

3030-N CENTRAL AVE STE 1550 PHOENIX AZ 85012

(602)908-8900

03/05/15

2015 XX FORD 6 TRANSIT 350 TRANSIT OXFORD WHITE

1FTSM2XG68EKA58554

31991.00

G4150005

N/A

DON SANDERSON FORD INC
(TRANSFEROR'S NAME PRINT)

N/A

STATE CONTRACT

N/A

ADSP012-016670

N/A

PHASE II

N/A

N/A

PLEASE PAY UP FRONT
THIS INVOICE

31991.00

2719.23

N/A XXXXXX

N/A

34710.23

DAVID L HARRIS

N/A

N/A

N/A

N/A

N/A

N/A

N/A

34710.23

N/A

34710.23

N/A

5.00

34715.23

IN THE EVENT CAR PURCHASED HEREIN REQUIRES REPAIRS, SANDERSON FORD CANNOT FURNISH LOANER CARS, HOWEVER RENTAL VEHICLES ARE AVAILABLE AT DISCOUNTED RATES.

USED VEHICLES ARE SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED.
(SEE PARAGRAPH 8 ON REVERSE SIDE)

PURCHASER'S SIGNATURE

03/05/15

ACCEPTED BY

DEALER OR

AUTHORIZED REPRESENTATIVE



**STATE OF ARIZONA
PURCHASE ORDER**



AGENCY: GOVERNORS' OFFICE OF HIGHWAY SAFETY	PURCHASE ORDER NO: GH1500014
---	--

DATE: May 18, 2015	REQUISITION / PURCHASING OFFICER: MARI HEMBECK	PHONE NO: 602-255-3216	REQUISITION NO: R1500014
MC:	STATE CONTRACT NO:	PURCHASING OFFICER: For information call:	PHONE NO: 602-255-3216

VENDOR: QUALITY VANS & SPECIALTY VEHICLES 1865 SOUTH INDIAN BEND ROAD TEMPE, ARIZONA 85281 <u>DAVE@QUALITYVANS.COM</u>	SHIP TO: GOVERNOR'S OFFICE OF HIGHWAY SAFETY 3030 NORTH CENTRAL AVENUE SUITE 1550 PHOENIX, ARIZONA 85012 602 255-3216
---	---

ITEM NO	QTY	UOM	COMMODITY NO	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1				BUILD UP OF DUI PROCESSING VEHICLE ARIZONA DEPARTMENT OF PUBLIC SAFETY VIN: 1FTSW2XG8FKA58554 PARTS AND LABOR PLEASE SEE ATTACHED QUOTE ADSPO 13-037308 COMPLIES WITH THE BUY AMERICA ACT		\$49,902.00

PO TO BE SENT VIA	US MAIL	<input type="checkbox"/>
	EMAIL	<input checked="" type="checkbox"/>
	FAX	<input type="checkbox"/>

B i l l T o Governors' Office of Highway Safety 3030 North Central Avenue, Suite 1550 Phoenix, Arizona 85012 (RECEIVING EMPLOYEE: SIGN & DATE RECEIVING COPY)	DELIVERY REQUIRED: F. O. B. Destination - A S A P TERMS: NET 30 DAYS	SUB TOTAL > \$49,902.00 0.0% TAX > \$2,218.00 FREIGHT > TOTAL > \$52,120.00
--	---	--

I CERTIFY THIS ORDER RECEIVED EXCEPT AS NOTED ABOVE

GOHS DIRECTOR SIGNATURE & DATE 5-18-15

BATCH HEADER				Batch Prepared By:	Batch Approved By:	Batch Entered By:	Batch Released By:	
AGY (3)	DATE (6)	TYPE (1)	NO(3)	djm				
GH1500014		001						
CURR DOC (8)	SFX (3)	TC (3)	INDEX (5)	PCA (5)	AY (2)	COMP OBJ (4)	AMOUNT \$(11).(2)	DOC AMT \$(11).(2)
GH1500014								\$52,120.00
CURR DOC (8)	SFX (3)	TC (3)	INDEX (5)	PCA (5)	AY (2)		AMOUNT \$(11).(2)	DOC AMT \$(11).(2)
GH1500014								\$52,120.00
CURR DOC (8)	SFX (3)	TC (3)	INDEX (5)	PCA (5)	AY (2)	COMP OBJ (4)	AMOUNT \$(11).(2)	DOC AMT \$(11).(2)
GH1500014								\$52,120.00

Quality Vans & Specialty Vehicles
 1865 S. Indian Bend Rd.
 Tempe, AZ 85281

QUOTATION

Quote Number: DR4515
 Quote Date: Mar 6, 2015
 Page: 1

Voice: 480-464-7007
 Fax: 480-464-5999

Quoted To:
 State of Arizona
 3030 North Central Avenue
 # 1550
 Phoenix, AZ 85012

 602-255-3216

Bill To:
 State of Arizona
 3030 North Central Avenue
 # 1550
 Phoenix, AZ 85012

Customer ID	Good Thru	Payment Terms	Sales Rep
State of Arizona	4/5/15	Net 30 Days	Dave Rabuck

Quantity	Item	Description	Unit Price	Amount
1.00		2015 Transit DUI Conversion State contract #ADSPO13-037308	49,902.00	49,902.00

The undersigned hereby accepts quote as detailed above for listed service/repairs.

Subtotal	49,902.00
Sales Tax	2,218.00
TOTAL	52,120.00

Signature

Printed Name

Date



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY FRANK L. MILSTEAD
Governor Director

August 10, 2015

Sheriff J. Adam Shepherd
Gila County Sheriff
1100 South Street
P.O. Box 311
Globe, Arizona 85502

Dear Sheriff Shepherd:

This letter is to express support for the Gila County Sheriff's Office to obtain a DUI van.

The issue of impaired driving throughout the State of Arizona must be addressed by collaborative support of law enforcement agencies. The DUI van that Gila County Sheriff's Office is requesting will assist in attacking the issue of impaired drivers throughout Gila County. It will be a resource that can provide regional assistance to not just the county but to state and local agencies in the region as well.

The Department is very supportive of this venture and the Gila County Sheriff's interests in addressing impaired driving.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank L. Milstead".

Frank L. Milstead, Colonel
Director



303 North Beeline Highway – Payson, AZ 85541 (928) 474-5177

August 11, 2015

Governor's Office of Highway Safety
Attention: Alberto Gutier, Director
3030 N. Central Avenue
Suite #1550
Phoenix, Arizona 85012

Dear Mr. Gutier,

Recently I was contacted by the Gila County Sheriff's Office regarding your consideration of providing a DUI van to Gila County for use by all law enforcement agencies in the county. I am writing this letter in appreciation for your continued support to the law enforcement agencies in Gila County. We as a department would find a DUI van very useful and would participate in the use of that van in conjunction with other law enforcement agencies in Gila County.

Law enforcement agencies in Gila County have never had this type of tool available to them. Having a DUI enforcement van in our county, I believe, will bring the agencies closer together. It will also continue to encourage the outstanding working relationship our agencies currently share in Gila County. I also believe this DUI van will expedite the DUI processing of those offenses and therefore, return officers to the street which will provide additional opportunities for DUI enforcement. Having that resource available will also help improve highway safety not just in the town of Payson, but in the entire surrounding area of Northern Gila County, especially during the large summer and holiday weekends.

If further information is necessary, please do not hesitate to contact me. Again, I strongly support this proposal and hope that you will give due consideration to the request for a DUI enforcement van for all law enforcement entities in Gila County.

Sincerely,

Donald B. Engler, Chief of Police.



Town Of Hayden

Hayden Police Department



Keith Thompson
Interim Chief of Police

601 Hayden Avenue
Hayden, AZ 85135

Bobby Smith
Mayor

Telephone: (520) 356-6205
Fax: (520) 356-7039

To: Gila County Sheriff's Office

From: Interim Chief Keith Thompson

Date: August 7, 2015

I am writing this letter on behalf of the Gila County Sheriff's Office to the Governor's Office of Highway Safety in support of them obtaining a Mobile D.U.I. Van. I am in full support of the Gila County area receiving a D.U.I. Van. This vehicle would become a vital tool to the area for the safety of Officers, Deputies and others who are involved during any DUI Abatement details in the detection and apprehension of impaired drivers.

All agencies in Northern and Southern Districts of Gila County will benefit from having access to the Mobile D.U.I. and would increase enforcement details by conducting multi-agency check points and saturation patrols. The vehicle could be strategically located as a Command Center to better serve for processing of individuals suspected of driving impaired.

As Interim Chief of Police for the Hayden Police Department, I strongly support any efforts possible for Gila County Sheriff, Adam Shepherd and his request for a Mobile D.U.I. Van. With achieving this goal, it would bring the close net family of law enforcement agencies closer together in completing a common goal we all have and that is to remove the impaired driver from the roadway and save lives.

A handwritten signature in blue ink, appearing to be "Keith Thompson".

Keith Thompson



MIAMI POLICE DEPARTMENT

740 W. Sullivan St. Miami, Arizona 85539

Phone: (928) 473-2466 Fax: (928) 473-8045

Chief S.G.Gillen

To: Sheriff Shepherd
Chief Deputy Johnny Sanchez, GCSO

From: S.G.Gillen

Date: August 11, 2015

RE: Support for D.U.I van from G.O.H.S

Sheriff Shepherd and Chief Deputy Johnny Sanchez,

The Miami Police Department is dedicated to the suppression of alcohol related accidents and crimes in the Town of Miami as well as Gila County. We will support the Gila County Sheriff's Office in any operation or endeavor requiring our assistance. The Miami Police Department has an outstanding working relationship with your group and my hopes are for a continued relationship built on the hard work of our Officers, Deputies and State Troopers.

I advocate the continued commitment between the incorporated Towns/Cities and County too remain steady through these tumultuous times to dissuade alcohol related incidents.

The Miami Police Department and its governing board maintain a unity with all Law Enforcement agencies and agree to continue relations to provide the best services for our citizens. I believe a D.U.I van and equipment will enhance the safety of our citizens.

Sincerely,

S.G. Gillen

S.G.Gillen, Chief of Police
Miami Police Department

SGG/mf
Town of Miami and the Miami Police Department



Tonto Apache Tribal Police

Chief of Police Mary Schlosser
Tonto Apache Reservation #30 ♦ Payson, AZ 85541
Telephone: (928) 468-1050 Fax: (928) 468-0035
mschlosser@tontoapache.org

August 23, 2015

Adam Shepherd, Sheriff
Gila County Sheriff's Office
P.O. Box 311
Globe, Arizona 85502

Dear Sheriff Shepherd,

The Tonto Apache Police are committed to cooperative law enforcement, especially within Gila County. We understand the value of crime deterrent, identification of criminal activity and enforcement against the violators. We will continue to support and assist the Gila County Sheriff.

The Tonto Apache Tribe is a small community. Our Police Department operates a single Officer per shift for the majority of the time. We rely on assistance from the neighboring agencies. In turn we are available to assist other agencies when requested.

The Joint efforts from agencies in the Gila County area are of the utmost importance to deterring criminal and traffic law violations. Again the Tonto Apache Police would support the Gila County Sheriff's Office in an effort to reduce Impaired Drivers from all roadways in this County

Sincerely,

Mary Schlosser, Chief of Police
Tonto Apache Police Department



August 6, 2015

To: Gila County Sheriff Adam Shepard
From: Interim Chief R. Moya
Re : Support letter for D.U.I. Van

I am writing this letter to the Governor's Office of Highway Safety in support of the request to obtain a D.U.I. Van. I am in full agreement that the Gila County area will utilize the vehicle as a vital tool in the detection and apprehension of impaired drivers.

All law enforcement agencies in the northern and southern sections of Gila County will have the ability to participate in D.U.I enforcement events. The vehicle can be used in a multi-agency sobriety check point throughout Gila County or as another command center for D.U.I. support teams.

The vehicle will be a great asset to our local law enforcement agencies and can be used to provide more specialty training in the detection of impaired drivers. As law enforcement officers we understand the importance of apprehending an impaired driver and removing them from behind the wheel of a motor vehicle.

As the Interim Chief of Police with the Globe Police I strongly support Sheriff Adam Shepard's request for the D.U.I. Van. The officers at the police department are in support of the request and are anxious to be offered the opportunity to work hand in hand with the Gila County Sheriff's Office Deputies.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rosann Moya".

Rosann Moya, Interim Chief

ARF-3354

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: County Manager

Fiscal Year: FY 2015-2016 Budgeted?: Yes

Contract Dates 2015-2016 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Agreement No. 062615-Economic Development Grant with Bullion Plaza Cultural Center & Museum

Background Information

On July 7, 2015, Mr. Joe Sanchez, President of the Board of Directors for the Bullion Plaza Cultural Center & Museum, gave a presentation on the 2014 Annual Report to the Board of Supervisors, and submitted the annual Economic Development Grant funding request for the museum for 2015.

For the past several years, the Board of Supervisors has provided an economic development grant to the Bullion Plaza Cultural Center & Museum (BPCCM) upon receiving a presentation of BPCCM's annual report and update on its activities. The most recent economic development grants awarded to BPCCM are as follows:

September 18, 2012, for \$25,000

June 25, 2013 for \$25,000

September 16, 2014 for \$10,000

These funds have allowed BPCCM to make infrastructure improvements, expand its Museum displays, improve its research capabilities offered to the public, and improve virtual and audio/video presentations.

Evaluation

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

In an effort to maintain the grounds, update current exhibits, add new exhibits, update their website, and add signage on the road to inform the public of the museum, the Board of Directors of the Bullion Plaza Cultural Center & Museum has requested

an Economic Development Grant in the amount of \$10,000.

Conclusion

Pursuant to A.R.S. §11-254, Gila County may provide an Economic Development Grant to the BPCCM to further the economic development of the County.

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

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

Recommendation

County staff recommend that the Board of Supervisors approve the Agreement-Economic Development Grant between Gila County and the Bullion Plaza Cultural Center & Museum in an amount not to exceed \$10,000 for improvements to the Museum.

Suggested Motion

Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 062615) between Gila County and the Bullion Plaza Cultural Center Museum whereby the County will disburse \$10,000 to the Museum that will be used for Museum maintenance and improvements; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

Agreement No. 062615

2015 Grant Request Letter

AGREEMENT NO. 062615
BETWEEN
GILA COUNTY
AND
BULLION PLAZA CULTURAL CENTER & MUSEUM

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "County" and the Bullion Plaza Cultural Center & Museum, hereinafter referred to as "BPCCM".

RECITALS

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

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

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

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

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

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$10,000 in an Economic Development Grant to the BPCCM Board to further the economic development of the County.

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

1. The Gila County Board of Supervisors will contribute the sum of \$10,000 in the form of an Economic Development Grant to BPCCM for the benefit of the public.
2. The Grant will be used by BPCCM for the upgrade of the existing exhibits, development of new exhibits, upgrade of the website infrastructure, grounds maintenance, and road signage to inform the public and traveling visitors of the Cultural Center and Museum.

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

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

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

GENERAL TERMS

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

7. Legal Arizona Workers Act Compliance: As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

BPCCM shall register with and participate with the E-Verify program. Before receiving the Economic Development incentive, BPCCM shall provide proof to the County that it is registered with and is participating in the E-Verify program.

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

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

BULLION PLAZA CULTURAL CENTER & MUSEUM



Jose M. Sanchez
Museum Board President

ATTEST

Marian Sheppard
Clerk of the Board of Supervisors

APPROVED AS TO FORM

Jefferson R. Dalton
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



June 23, 2015

Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

Attn: Marian Sheppard
Clerk of the Board

Dear Ms. Sheppard:

As per our phone conversation, I would like to request placement on the Gila County Board of Supervisors' July 7, 2015 meeting agenda. This agenda item will include two items:

- Brief report on last year's \$10,000.00 economic development grant, awarded to Bullion Plaza Cultural Center & Museum in Miami, AZ
- A consideration for an additional \$10,000.00 economic development grant for 2015

This additional funding will be used to continue the work in progress at Bullion Plaza Cultural Center & Museum. We continue to improve in the following areas:

- Mexican Exhibit, Local History and Military Room
- Improvement to photo enlargements to the Mine Hall Exhibit and Ranch Exhibit
- Continue to improve our research capabilities offered to the public
- Various improvements to the second floor, as we move forward to develop that space for further exhibits and activities
- Additional improvements to virtual and audio/video presentations

P.O. BOX 786, MIAMI, AZ 85539

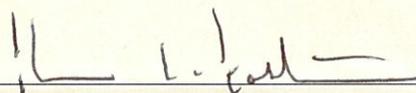
We will plan for a 15-minute report to discuss improvements to the museum, and its capacity to serve the public and the community.

Should you need further information, or have questions, either of us can be reached at the numbers listed below.

With Regards,



Jose M. Sanchez
President of the Board of Directors
Bullion Plaza Cultural Center & Museum
P.O. Box 786
Miami, Arizona 85539
Mobile: 928.200.2012



Thomas N. Foster
Executive Director
Bullion Plaza Cultural Center & Museum
Mobile: 602.432.7474

ARF-3391

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Eric Mariscal, Director

Submitted By: Eric Mariscal, Director, Elections Department

Department: Elections Department

Information

Request/Subject

Approval to establish five vote centers within Gila County, and authorize the Elections Director to submit a request for pricing from various vendors for the purchase of elections equipment which is necessary to operate vote centers.

Background Information

With the establishment of the Help America Vote Act (HAVA) of 2002, Gila County purchased new voting equipment. The Accu Vote precinct scanners went into service in the 2004 election cycle. The TSX accessible units were deployed in 2006. The quoted life span of both systems was 10 years. In the 2016 election cycle, the Accu Vote units will have been in use for 12 years and the TSX units will have been 10 years in operation. Since 2012, the voter turnout at the precinct level has been on the decline (see Attachment A). There is also the added difficulty in finding poll workers willing to staff the polling sites. In order to provide efficient and cost effective elections with the highest level of integrity as directed by the Gila County Board of Supervisors, the Elections Director and the Gila County Recorder, it is recommended that the County establish vote centers and proceed with the process to purchase new elections equipment that will be used to operate vote centers.

Evaluation

Due to the above mentioned issues, Gila County must look to significant consolidation of polling places in order to more effectively utilize our resources. It is recommended that vote centers be established, which will consolidate larger numbers of people into far fewer polling places. If vote centers are equipped properly with Electronic Poll Books, Ballot on Demand Printers and new elections software, voters will be able to vote in any vote center in the entire County without regard to an assigned precinct. Cost savings over time include a reduction in the total number of poll workers, polling place rental fees, a reduction in the cost associated

with processing and tabulating ballots and the cost of printing excess ballots. Currently Graham, Yavapai and Yuma Counties utilize the vote center method and have procured new equipment. Apache, Cochise, Greenlee, Mohave and Navajo Counties are in the process of elections equipment upgrades.

Conclusion

The Gila County Recorder and the Elections Director recommends the establishment of five vote centers in Gila County. A list of the proposed centers is included herein as Attachment B. In order to implement the vote centers in Gila County, it is recommended by the Gila County Recorder and the Gila County Elections Director to formally submit a request for pricing for elections equipment.

Recommendation

The Gila County Recorder and the Gila County Elections Director recommend that the Board of Supervisors establish five vote centers, and authorize the Elections Director to formally submit a request for pricing to equip the vote centers, the Recorder's Office and the Elections Department.

Suggested Motion

Information/Discussion/Action to establish five vote centers within Gila County while maintaining eleven existing voting precincts, and authorize the Elections Director to submit a request for pricing from various vendors for the purchase of elections equipment. **(Eric Mariscal)**

Attachments

Attachment A-2014 General Election Voter Turnout Results

Attachment B-Draft Vote Center Locations

Attachment C-Maps Polling Sites

Attachment A

Gila County Arizona
 General Election
 November 4, 2014

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
100	Globe #1	569	301	52.90%	6	1.05%	251	44.11%	44	7.73%
105	Globe #2	222	121	54.50%	2	0.90%	107	48.20%	12	5.41%
110	Globe #3	132	84	63.64%	1	0.76%	75	56.82%	8	6.06%
115	Globe #4	575	296	51.48%	-	0.00%	256	44.52%	40	6.96%
120	Globe #6	858	473	55.13%	-	0.00%	416	48.48%	57	6.64%
125	Globe #7	456	262	57.46%	2	0.44%	214	46.93%	46	10.09%
130	Globe #8	568	291	51.23%	6	1.06%	259	45.60%	26	4.58%
135	Globe #11	697	427	61.26%	1	0.14%	357	51.22%	69	9.90%
140	East Globe	728	435	59.75%	-	0.00%	385	52.88%	50	6.87%
150	Miami #1	408	191	46.81%	38	9.31%	144	35.29%	9	2.21%
155	Miami #3	565	245	43.36%	79	13.98%	158	27.96%	8	1.42%
160	Claypool #1	785	414	52.74%	2	0.25%	322	41.02%	90	11.46%
165	Claypool #2	690	372	53.91%	4	0.58%	285	41.30%	83	12.03%
170	Claypool #3	457	212	46.39%	54	11.82%	153	33.48%	5	1.09%
175	Central Heights	484	222	45.87%	4	0.83%	166	34.30%	52	10.74%
180	Pinal Creek	233	139	59.66%	1	0.43%	111	47.64%	27	11.59%
185	Wheatfields	152	74	48.68%	17	11.18%	49	32.24%	8	5.26%
200	Payson #1	1,070	533	49.81%	8	0.75%	479	44.77%	46	4.30%
205	Payson #2	1,674	1,038	62.01%	-	0.00%	969	57.89%	69	4.12%
210	Payson #3	2,237	1,555	69.51%	4	0.18%	1,453	64.95%	98	4.38%
215	Payson #4	953	562	58.97%	5	0.52%	523	54.88%	34	3.57%
220	Payson #5	1,416	879	62.08%	3	0.21%	805	56.85%	71	5.01%
225	Payson #6	886	476	53.72%	3	0.34%	435	49.10%	38	4.29%
230	Payson #7	722	422	58.45%	3	0.42%	388	53.74%	31	4.29%
235	Payson #8	1,220	733	60.08%	3	0.25%	683	55.98%	47	3.85%
240	Star Valley	1,750	1,183	67.60%	5	0.29%	1,089	62.23%	89	5.09%
300	Copper Basin	734	316	43.05%	63	8.58%	246	33.51%	7	0.95%
305	Gisela	457	251	54.92%	57	12.47%	186	40.70%	8	1.75%

Gila County Arizona
 General Election
 November 4, 2014

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
310	Pine-Strawberry East	510	350	68.63%	95	18.63%	245	48.04%	10	1.96%
315	Pine-Strawberry West	1,384	933	67.41%	230	16.62%	671	48.48%	32	2.31%
320	Roosevelt	197	138	70.05%	25	12.69%	108	54.82%	5	2.54%
325	Sierra Ancha	113	70	61.95%	13	11.50%	55	48.67%	2	1.77%
330	Tonto Basin	1,013	632	62.39%	158	15.60%	454	44.82%	20	1.97%
335	Whispering Pines	201	142	70.65%	30	14.93%	110	54.73%	2	1.00%
340	Young	484	293	60.54%	84	17.36%	198	40.91%	11	2.27%
345	Zane Grey	454	272	59.91%	48	10.57%	221	48.68%	3	0.66%
400	Canyon Day	610	252	41.31%	203	33.28%	47	7.70%	2	0.33%
405	Carrizo	67	12	17.91%	12	17.91%	-	0.00%	-	0.00%
410	San Carlos	2,741	560	20.43%	359	13.10%	130	7.00%	71	2.59%
	TOTALS	29,472	16,161	54.84%	1,628	5.52%	13,203	44.80%	1,330	4.51%

Gila County Arizona
 General Election
 November 6, 2012

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
100	Globe #1	626	434	69.33%	133	21.25%	289	46.17%	12	1.92%
105	Globe #2	266	173	65.04%	52	19.55%	120	45.11%	1	0.38%
110	Globe #3	148	95	64.19%	22	14.86%	70	47.30%	3	2.03%
115	Globe #4	672	448	66.67%	127	18.90%	304	45.24%	17	2.53%
120	Globe #6	926	640	69.11%	177	19.11%	438	47.30%	25	2.70%
125	Globe #7	495	339	68.48%	139	28.08%	189	38.18%	11	2.22%
130	Globe #8	640	408	63.75%	131	20.47%	261	40.78%	16	2.50%
135	Globe #11	755	528	69.93%	178	23.58%	345	45.70%	5	0.66%
140	East Globe	802	617	76.93%	164	20.45%	436	54.36%	17	2.12%
150	Miami #1	448	283	63.17%	91	20.31%	178	39.73%	14	3.13%
155	Miami #3	633	367	57.98%	133	21.01%	213	33.65%	21	3.32%
160	Claypool #1	881	562	63.79%	209	23.72%	330	37.46%	23	2.61%
165	Claypool #2	805	510	63.35%	190	23.60%	293	36.40%	27	3.35%
170	Claypool #3	503	290	57.65%	118	23.46%	161	32.01%	11	2.19%
175	Central Heights	530	358	67.55%	147	27.74%	185	34.91%	26	4.91%
180	Pinal Creek	217	155	71.43%	27	12.44%	114	52.53%	14	6.45%
185	Wheatfields	177	111	62.71%	38	21.47%	69	38.98%	4	2.26%
200	Payson #1	1,190	764	64.20%	220	18.49%	500	42.02%	44	3.70%
205	Payson #2	1,841	1,331	72.30%	329	17.87%	957	51.98%	45	2.44%
210	Payson #3	2,321	1,881	81.04%	323	13.92%	1,483	63.89%	75	3.23%
215	Payson #4	1,055	780	73.93%	166	15.73%	579	54.88%	35	3.32%
220	Payson #5	1,600	1,155	72.19%	276	17.25%	823	51.44%	56	3.50%
225	Payson #6	1,000	656	65.60%	177	17.70%	431	43.10%	48	4.80%
230	Payson #7	820	598	72.93%	149	18.17%	416	50.73%	33	4.02%
235	Payson #8	1,375	956	69.53%	234	17.02%	673	48.95%	49	3.56%
240	Star Valley	1,879	1,419	75.52%	305	16.23%	1,059	56.36%	55	2.93%
300	Copper Basin	798	428	53.63%	125	15.66%	292	36.59%	11	1.38%
305	Gisela	515	348	67.57%	99	19.22%	223	43.30%	26	5.05%

Gila County Arizona
 General Election
 November 6, 2012

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
310	Pine-Strawberry East	588	470	79.93%	148	25.17%	303	51.53%	19	3.23%
315	Pine-Strawberry West	1,492	1,154	77.35%	319	21.38%	788	52.82%	47	3.15%
320	Roosevelt	206	142	68.93%	27	13.11%	109	52.91%	6	2.91%
325	Sierra Ancha	143	111	77.62%	30	20.98%	79	55.24%	2	1.40%
330	Tonto Basin	1,055	815	77.25%	253	23.98%	522	49.48%	40	3.79%
335	Whispering Pines	200	167	83.50%	35	17.50%	126	63.00%	6	3.00%
340	Young	523	390	74.57%	113	21.61%	247	47.23%	30	5.74%
345	Zane Grey	508	364	71.65%	88	17.32%	257	50.59%	19	3.74%
400	Canyon Day	621	345	55.56%	295	47.50%	42	6.76%	8	1.29%
405	Carrizo	70	36	51.43%	33	47.14%	3	4.29%	-	0.00%
410	San Carlos	2,837	1,195	42.12%	826	29.12%	219	7.00%	150	5.29%
	TOTALS	32,161	21,823	67.86%	6,646	20.66%	14,126	43.92%	1,051	3.27%

Gila County Arizona
 General Election
 November 2, 2010

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
100	Globe #1	590	359	60.85%	143	24.24%	206	34.92%	10	1.69%
105	Globe #2	421	245	58.19%	95	22.57%	134	31.83%	16	3.80%
110	Globe #3	222	133	59.91%	59	26.58%	72	32.43%	2	0.90%
115	Globe #4	509	325	63.85%	91	17.88%	227	44.60%	7	1.38%
120	Globe #5	215	118	54.88%	43	20.00%	73	33.95%	2	0.93%
125	Globe #6	889	526	59.17%	199	22.38%	314	35.32%	13	1.46%
130	East Globe	588	403	68.54%	154	26.19%	238	40.48%	11	1.87%
135	Globe #7	494	275	55.67%	125	25.30%	145	29.35%	5	1.01%
140	Globe #8	542	308	56.83%	137	25.28%	156	28.78%	15	2.77%
145	San Carlos	2,676	717	26.79%	483	18.05%	189	7.06%	45	1.68%
150	Canyon Day	540	261	48.33%	225	41.67%	24	4.44%	12	2.22%
155	Globe #11	733	467	63.71%	195	26.60%	263	35.88%	9	1.23%
160	Miami #1	436	254	58.26%	93	21.33%	154	35.32%	7	1.61%
165	Miami #3	556	302	54.32%	140	25.18%	150	26.98%	12	2.16%
175	Central Heights	517	300	58.03%	143	27.66%	146	28.24%	11	2.13%
180	Claypool #1	829	461	55.61%	210	25.33%	241	29.07%	10	1.21%
185	Claypool #2	931	554	59.51%	253	27.18%	279	29.97%	22	2.36%
190	Claypool #3	546	266	48.72%	115	21.06%	147	26.92%	4	0.73%
195	Hayden	416	193	46.39%	79	18.99%	114	27.40%	-	0.00%
200	Winkelman	219	111	50.68%	49	22.37%	62	28.31%	-	0.00%
205	Christmas	148	75	50.68%	27	18.24%	43	29.05%	5	3.38%
210	Roosevelt	219	157	71.69%	51	23.29%	103	47.03%	3	1.37%
215	Sierra Ancha	104	76	73.08%	17	16.35%	59	56.73%	-	0.00%
220	Tonto Basin	959	676	70.49%	268	27.95%	384	40.04%	24	2.50%
225	Payson #1	1,073	625	58.25%	217	20.22%	373	34.76%	35	3.26%
230	Payson #2	1,721	1,140	66.24%	348	20.22%	766	44.51%	26	1.51%
235	Payson #3	2,204	1,611	73.09%	382	17.33%	1,199	54.40%	30	1.36%
240	Payson #4	1,005	657	65.37%	189	18.81%	445	44.28%	23	2.29%

Gila County Arizona
 General Election
 November 2, 2010

Voter Turn-out

Precinct Code	Precinct	No. Reg. Voters	All County Ballots		Polling Place Ballots		Early Ballots		Provisional Ballots	
			Total Ballots Tabulated	Overall % Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout	Number Ballots	% Turnout
241	Payson #6	903	540	59.80%	172	19.05%	343	37.98%	25	2.77%
242	Payson #7	769	501	65.15%	148	19.25%	334	43.43%	19	2.47%
243	Payson #8	1,201	736	61.28%	229	19.07%	489	40.72%	18	1.50%
245	Payson #5	1,516	1,025	67.61%	299	19.72%	694	45.78%	32	2.11%
246	Star Valley	1,784	1,206	67.60%	332	18.61%	814	45.63%	60	3.36%
250	Whispering Pines	193	150	77.72%	42	21.76%	101	52.33%	7	3.63%
255	Zane Grey	469	315	67.16%	100	21.32%	193	41.15%	22	4.69%
260	Gisela	478	311	65.06%	121	25.31%	175	36.61%	15	3.14%
265	Young	500	342	68.40%	112	22.40%	223	7.00%	7	1.40%
275	Pine-Strawberry	1,985	1,421	71.59%	506	25.49%	890	44.84%	25	1.26%
280	Carrizo	59	14	23.73%	13	22.03%	-	0.00%	1	1.69%
	Non-Resident PSWD		361	N/A	-	N/A	346	N/A	15	N/A
	TOTALS	30,159	18,517	61.40%	6,604	21.90%	11,308	37.49%	605	2.01%

Attachment B

Proposed Gila County Vote Center Locations

Pursuant to the provisions of A.R.S. §16-411(B) the following have been designated as Vote Centers/Polling Places for the 2016 Elections held in Gila County.

VOTE CENTER – A polling location in which any voter may receive an appropriate ballot for that voter on Election Day and lawfully cast their ballot. Gila County has 5 vote centers.

- Gila County has 5 vote centers. ANY registered voter can vote at any of the 5 vote centers.
- Gila County has 11 Precinct specific polling sites, voters must be registered in those precincts in order to cast a valid ballot.

VOTE CENTER OR PRECINCT	LOCATION	ADDRESS
Globe Vote Center	Gila County Recorder's Office	1400 E. Ash Street- Globe
Miami Vote Center	Miami High School	4635 E Ragus Road - Miami
Payson Voter Center #1	Expedition Church	302 S Ash Street - Payson
Payson Voter Center #2	Ponderosa Baptist Church	1800 N Beeline Hwy
Star Valley Vote Center	Star Valley Baptist Church	4180 E Hwy 60 - Star Valley
Copper Basin	Hayden/Winkelman School	824 Thorn Ave -Winkelman
Gisela	Gisela Community Center	136 S Tatum Trail - Gisela
Pine Strawberry East Pine Strawberry West	First Baptist Church of Pine	4039 N Hwy 87 - Pine
Roosevelt Sierra Ancha	Roosevelt Baptist Church	18659 Hwy 188 - Roosevelt
Tonto Basin	Tonto Basin Chamber of Commerce	45675 Hwy 188 - Tonto Basin
Whispering Pines	Whispering Pines Fire Station	10603 N Houston Mesa Rd - Whispering Pines
Young	Pleasant Valley Community Center	HWY 288 - Young
Zane Grey	Christopher Creek Bible Fellowship Church	1036 E Christopher Creek Loop - Christopher Creek
Canyon Day	Canyon Day Jr High School Library	4621 S 9th Street - Cedar Creek
Carizzo	Carrizo Assembly of God Church	V-10 Road - Carrizo
San Carlos	Rice Gym	Mohave Avenue & Yavapai St - San Carlos

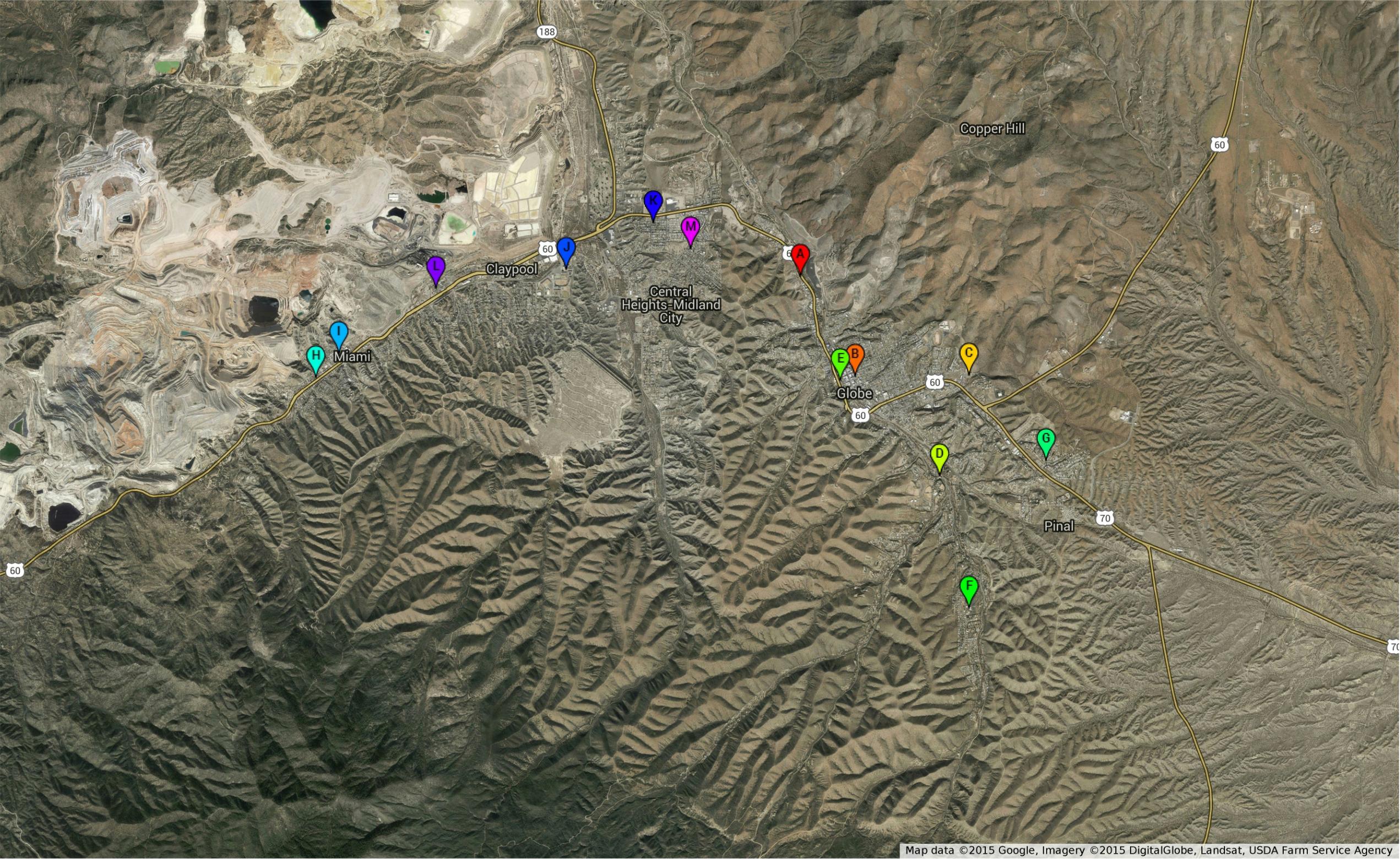
POLL / VOTE CENTERS ARE OPEN FROM 6 A.M. TO 7 P.M ON ELECTION DAY

Attachment C

Globe/Miami Polling Sites 2015

Polling Location

- 1360 N Broad St
- 185 E Oak St
- 1910 E Maple St
- S Jesse Hayes Rd
- 150 N Pine St
- Gila Community College
- 105 Holly Rd
- 1008 Live Oak St
- 500 Sullivan St
- S Ragus Rd
- 750 Paxton Ave
- 3654 Gordon St
- 5468 S Apache Ave



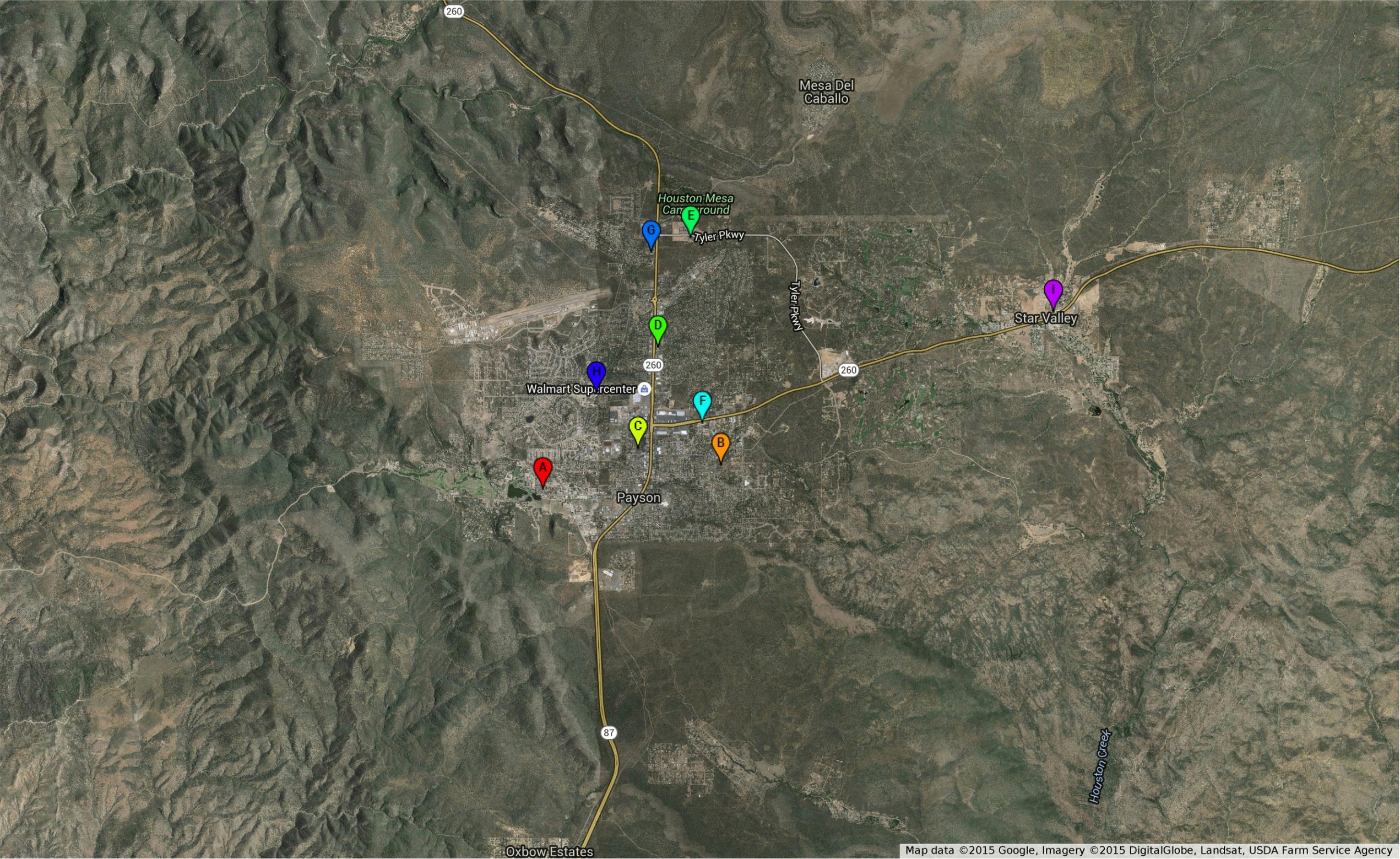
Proposed Globe/Miami Vote Centers

- Polling Location
-  Globe Vote Center - Recorder's Office
 -  Miami Vote Center - Miami High School



Payson Polling Sites 2015

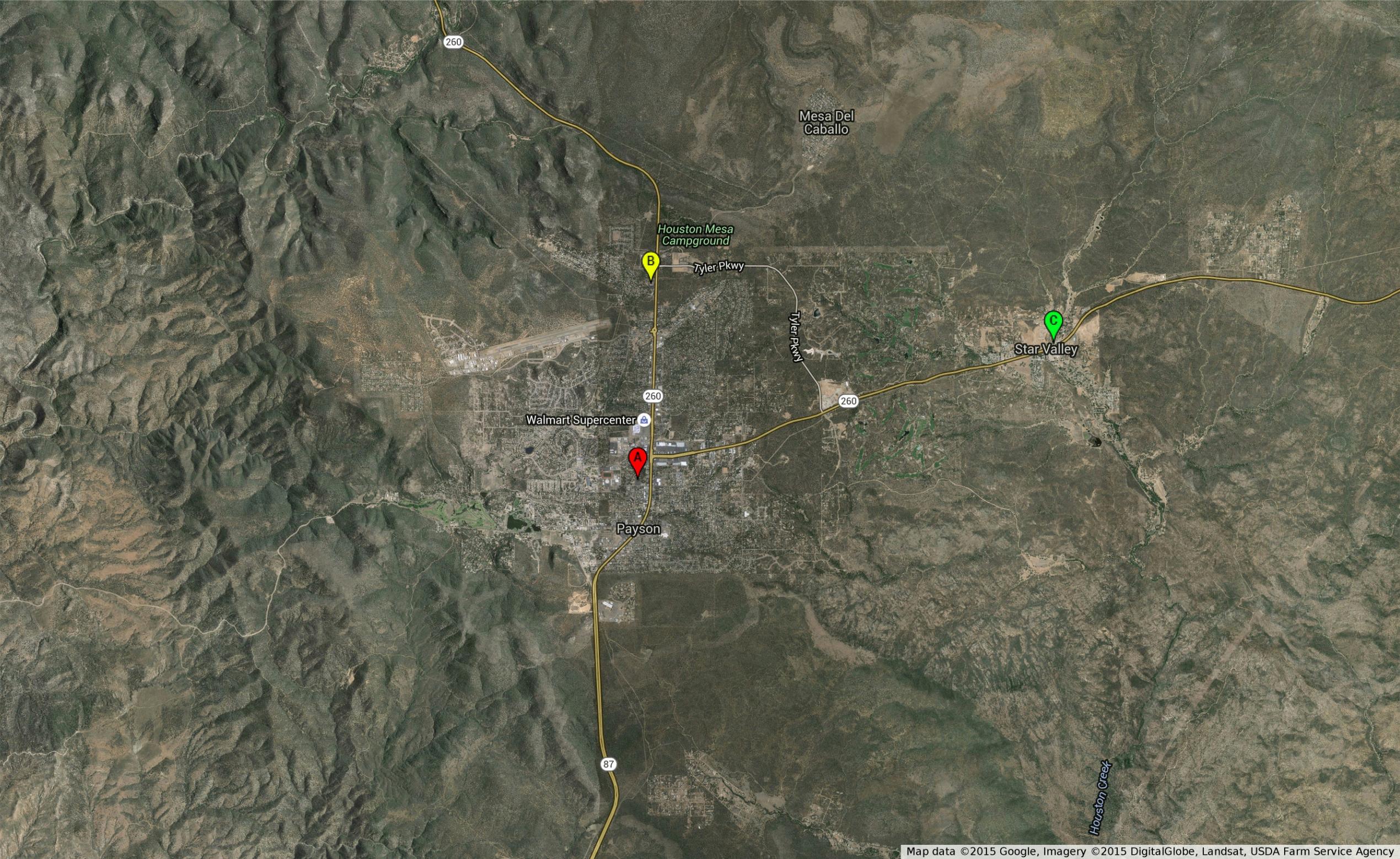
- Polling Location
- 800 W Main St
 - 511 S St Phillips St
 - 302 S Ash St
 - 801 N Beeline Hwy
 - 401 Tyler Pkwy
 - Mt Cross Lutheran Church
 - 1800 N Beeline Hwy
 - 328 N McLane Rd
 - Star Valley Southern Baptist



Proposed Payson/Star Valley Vote Centers

Polling Location

-  Payson Vote Center #1 - Expedition Church
-  Payson Vote Center #2 - Ponderosa Baptist Church
-  Star Valley Vote Center - Star Valley Baptist Church



Map data ©2015 Google, Imagery ©2015 DigitalGlobe, Landsat, USDA Farm Service Agency

Regular BOS Meeting

<u>Meeting Date:</u>	10/06/2015		
<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>	2016	<u>Budgeted?:</u>	No
<u>Contract Dates</u>	2016/2017	<u>Grant?:</u>	Yes
<u>Begin & End:</u>			
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Gila County Community Services Division's request to submit a 12D Fund Application to the San Carlos Apache Tribe and the Apache Gold Casino Resort.

Background Information

The 12D funding is offered through the Revised Gaming Compact of 2003 whereby tribes with casinos are required to contribute a portion of their net wins to state and local governments and to economic development endeavors. The funding is distributed through a competitive process by the casinos.

The San Carlos Apache Tribe and the Apache Gold Casino Resort set aside what is commonly known as 12D funding to be distributed to surrounding cities, towns and counties on an annual basis through a selection process based on the total amount of available funding.

Evaluation

To be considered for this funding, a qualified organization must submit an application by the deadline of October 11, 2015. Applications must have the signature of a city, town or county official verifying that the organization is, indeed, a qualifying group or cause that will provide government services that benefit the general public, including public safety, mitigation of impacts of gaming or promotion of commerce and economic development.

Conclusion

By the Gila County Board of Supervisors approving the request to submit this 2D Fund Application, it will allow the Gila County Community Services Division to meet all requirements for the submission of the application. If this funding request is approved, the Gila County Community Services Division will invest in certification and training courses for local contractors.

Recommendation

The Gila County Community Services Division Director recommends that the Gila County Board of Supervisors approve the 12D Fund Application being submitted by the Gila County Community Services Division to the San Carlos Apache Tribe and the Apache Gold Casino Resort before the deadline of October 11, 2015.

Suggested Motion

Information/Discussion/Action to authorize the Gila County Community Services Division to submit a 12D Fund Application in the amount of \$19,890 to the San Carlos Apache Tribe and the Apache Gold Casino Resort which, if approved, will be used to fund certification and training programs for local contractors. **(Malissa Buzan)**

Attachments

12D Fund Application



12D FUND APPLICATION

Pursuant to the Indian Gaming Regulatory Act of 1988, the San Carlos Apache Tribe and the State of Arizona entered into a compact agreement for the purposes of governing all Class III gaming activities conducted within the territorial jurisdiction of the Tribe. In accordance with Arizona Tribal-State Gaming Compact under Section 12 D the San Carlos Apache Tribe shall make 12% of its total contribution in either or both of the following forms:

- (1) Distributions to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impact of gaming, or promotion of commerce and economic development;
- (2) Deposits to the Commerce or Economic Development Commission Local Communities Funds established by A.R.S. 41-1505.12 (www.az.gaming.gov).

The Apache Gold Casino Resort elected to meet section 12D requirements by distribution of funds thru the cities, towns, or counties for government services. As a result an application and review selection process was created for the parties who are interested in potentially be awarded 12D funds. We thank you in advance for your interest and request that you take note of the qualifiers listed in section 1 above prior to completing your application.

The application deadline is October 11, 2015 and selections will be made shortly thereafter. The application packet is following, please feel free to attach additional information that you feel will help us better understand your cause.

Attachment A

Our contracts and funding sources require that all general contractors and sub-contractors possess specific certifications. Gila County contractors are small business owners who often cannot afford these additional costs. Since 2011, Gila County Community Services Housing Department has provided ten local contractors with funds for training and certifications. In return, these local contractors agree to bid on Gila County Housing projects for three consecutive years after the completion of their training.

There is an increased challenge in providing funds for these essential programs due to decreased training budgets, the natural progression of attrition, and coming layoffs from the mines. The requested funds would ensure certifying, recertifying and training some of Gila County's local contractors so they can continue assisting local homeowners with energy efficient improvements.



12D Fund Request Application



Page 2

Identification of mechanism for reporting on use of funds (recommended at quarterly intervals).

Quarterly reports will be provided which will include the training and certification course description and total funds spent. Back up documentation which will include: invoices and sales receipts will also be provided.

Additional comments (if more space is needed, please attach additional sheets to application).

* See Attachment B

* See Attachment C

Signature of Contact Person

Date

Signature of City, Town or County Official supporting the application must be provided here for application to be complete (Examples: Mayor, Vice-Mayor, Council, Supervisor, Treasurer or Town Manager):

Signature City, Town or County Official

Title

Date

Please submit to:
General Manager
Apache Gold Casino Resort
P.O. Box 1210
San Carlos, AZ 85550
Phone: (928) 475-7800 Ext.3261
Fax: (928) 475-7692

and

Tribal Secretary
San Carlos Apache Tribe
P.O. Box 0
San Carlos, AZ 85550
Phone: (928) 475-2361
Fax: (928) 475-2567

Attachment C

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Signature of Gila County Legal Representative

Title

ARF-3358

Regular Agenda Item 3. H.

Regular BOS Meeting

<u>Meeting Date:</u>	10/06/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Josh Beck, EM, PHEP Manager, Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2015-2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u> <u>Begin & End:</u>	10/1/15 to 9/30/18	<u>Grant?:</u>	Yes
<u>Matching</u> <u>Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Accept award offer from the Arizona Nutrition Network for the Supplemental Nutrition Assistance and Education Program Grant Application No. ADHS15-00004836.

Background Information

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, Grantees must select one (1) or more Policy, Systems, and Environmental Change (PSE) strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

On March 3, 2015, the Board of Supervisors authorized the Gila County Health Department to submit Request for Grant Application (RFGA) No. ADHS15-00004836 to the Arizona Department of Health Services to obtain \$200,638 in grant funds from Arizona Nutrition Network for the Supplemental Nutrition Assistance and Education Program Grant.

On August 17, 2015, the Board approved Amendment numbers 1 through 4 to RFGA No. ADHS15-00004836. As there was a short turnaround time to submit the amendments to ADHS, Chairman Pastor signed the amendments on July 9, 2015, so they could be submitted on time. Approval of the amendments were placed on the next scheduled Board meeting.

On August 28, 2015, the Gila County received notification from ADHS of a grant award in the amount of \$200,638 to provide AzNN Snap-Ed, Local Implementation Services effective October 1, 2015, for federal fiscal year 2016.

Evaluation

For many years, health programs have focused on individual behavior, assuming that if you teach people what will make them healthy, they will find a way to do it. Unfortunately, being healthy is not just about individual choices. Where you live affects how you live - you simply can't make healthy decisions if healthy options aren't available to you.

Acceptance of this funding will enable the Gila County Health Department to implement a policy, systems and environmental change focus that makes healthier choices a real, feasible option for every community member by looking at the laws, rules and environments that impact our behavior. Policy, systems and environmental change is a way of modifying the environment to make healthy choices practical and available to all community members. By changing laws and shaping physical landscapes, a big impact can be made with little time and resources. By changing policies, systems and/or environments, communities can help tackle health issues like obesity, diabetes, cancer and other chronic diseases.

The award letter required verification of insurance to be submitted within 5 days of receipt of the award letter. The Certificate of Insurance was submitted on September 3, 2015.

The budgeted amount requested of \$200,638.00 was awarded at the full amount requested of \$200,638.00.

Conclusion

Acceptance of this grant award will allow the Gila County Health and Emergency Services Division to implement a policy, systems and environmental change focus that makes healthier choices a real, feasible option for every community member by looking at the laws, rules and environments that impact our behavior. By influencing policies, systems and/or environments, Gila County will have an additional effective medium to impact health issues such as obesity, diabetes, cancer and other chronic diseases.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors accept a grant award from the Arizona Nutrition Network for Grant No. ADHS15-00004836 in the amount of \$200,638 in funding each year for a period of three years.

Suggested Motion

Information/Discussion/Action to accept an Arizona Nutrition Network Supplemental Nutrition Assistance and Education Program award offer for Request for Grant Application (RFGA) No. ADHS15-00004836 from the Arizona Department of Health Services in the amount of \$200,638 per year for a 3-year period which, if accepted, will enable the Health and Emergency Management Division to implement a policy, systems and environmental change focus to be used for population health initiatives in the areas of food systems, active living, school health, and early childhood education. **(Paula Horn)**

Attachments

Award letter

Amendment 4

Amendment 3

Amendment 2

Amendment 1

Request for Grant Application No. ADHS15-00004836



Division for Planning and Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

DOUGLAS A. DUCEY, GOVERNOR
CARA M. CHRIST, MD, DIRECTOR

August 28, 2015

Gila County Division of Health & Emergency Services
Attn: Michael A. Pastor
5515 S. Apache Avenue, Ste. 100
Globe, Arizona 85501

RE: Request for Grant Application (RFGA) No. ADHS15-00004836, for AzNN, SNAP-Ed, Local Implementation Services

Dear Mr. Pastor,

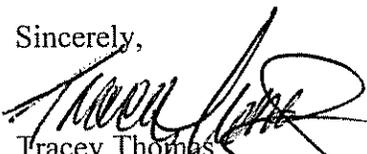
Gila County Division of Health & Emergency Services (Grantee) has been awarded a Grant pursuant to the Arizona Department of Health Services (ADHS) RFGA #ADHS15-00004836 to provide AzNN, Snap-Ed, Local Implementation Services effective October 1, 2015 for FFY16. The budgeted amount for FFY16 is \$200,638.00. The Program Manager may be contacting you to discuss revisions to the Budget and Application to match this amount of available funding. Enclosed is a copy of the executed Acceptance of Application and Grant Award.

This Grant requires verification of insurance to be provided to ADHS. A Certificate of Insurance (COI) must be submitted to ADHS within five (5) days of receipt of this correspondence. The COI must exactly match the requirements and language provided in the RFGA Terms and Conditions, Provision 27, Risk and Liability, Item 27.3, Insurance Requirements.

The Grantee must not begin work pursuant to the enclosed award notice until the ADHS Procurement Officer assigned to your Grant issues a written notice to proceed or a Purchase Order is executed. Such notice may be provided by email.

Thank you for doing business with the ADHS. If you have any questions, please contact me at 602-542-1011.

Sincerely,



Tracey Thomas
Senior Procurement Specialist

Enclosure
cc: Procurement File



**ATTACHMENT A
GRANT APPLICATION
RFGA NO. ADHS15-00004836**

Arizona Department of
Health Services
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: N/A

Applicant's Federal Employer Identification Number: 86-6000-444

Gila County Division of Health & Emergency Services

Applicant's Name

5515 S. Apache Ave. Ste 100

Street Address

Globe AZ 85501

City State Zip Code

Telephone Number: 928-402-8813

E-Mail Address: phom@gilacountyaz.gov

Michael A. Pastor

Name of Person Authorized to Sign Application
(Please type or print)

Chairman, Board of Supervisors

Title of Authorized Person

Michael A. Pastor 7/9/15

Signature of Authorized Person Date

Facsimile Number: 928-425-0794

Acknowledgement of Amendment(s):
*(Applicant acknowledges receipt of amend-
ment(s) to the Request for Grant Application
and related documents numbered and dated*

Amendment No.	Date
<u>No. 1.</u>	<u>03/04/2015</u>
<u>No. 2.</u>	<u>03/09/2015</u>
<u>No. 3.</u>	<u>04/22/2015</u>

Amendment No.	Date
<u>No. 4.</u>	<u>05/01/2015</u>
_____	_____
_____	_____

**ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)**

Your Application, dated 5/7/2015, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number: _____

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this 28 day of August 2015

[Signature]

State Government Administrator



**RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 4**

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

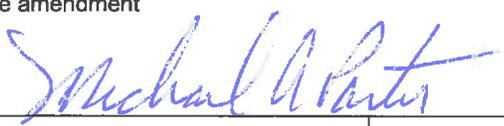
Acknowledge receipt of Solicitation Amendment in ProcureAZ

Solicitation ADHS15-00004836 Request For Grant Application (RFGA) is amended as follows:

1. RFGA, Page Two (2), Table of Contents, Exhibits, is revised by adding:
Exhibit Seven (7), Pre-Application Conference Attendance List;
2. RFGA, Page Four (4), Fund Distribution, first (1st) paragraph, is revised and replaced with:
Available funds listed in Table One (1), are projections for the FFY2016 year. All grants are pending USDA approval and federal appropriations. Applicants should anticipate a two – three percent (2-3%) annual budget reduction beginning FF&2017;
3. RFGA, Page Seven (7), Special Instructions to Applicants, Section Three (3), Required Application Information, Item 3.1.3.1, Table of Contents for the entire Application with page numbers is hereby deleted.

The RFGA has been revised to reflect the changes made by this Solicitation Amendment 4.

End of Solicitation Amendment No. 4

Vendor hereby acknowledges receipt and understanding of above amendment		The above referenced Solicitation Amendment is hereby executed this _____ day of _____, 2015 in Phoenix, Arizona.
		
Signature	Date	On File
	7-9-15	
Michael A. Pastor, Chairman, Board of Supervisors		
Name and Title		Signature
Gila County Division of Health & Emergency Services		Title: Rebecca O'Brien, Acting Chief Procurement Officer
Name of Company		



**RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 3**

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

Acknowledge receipt of Solicitation Amendment in ProcureAZ

Solicitation ADHS15-00004836 Request For Grant Application (RFGA) is amended as follows:

- Attachment D, Project Narrative, Page 3, Project Description and Educational Strategies has been revised and replaced with the following:

Write a brief narrative describing how you will implement your project within each policy, systems, or environmental change (PSE) Focus Area. The narrative must include all of the following for each proposed focus area: (a) selected strategies and communities- how and where it will be delivered, (b) the project duration, (c) the frequency and number of contacts (i.e. all contacts generated from all program interventions), (d) the projected number of participants, and (e) the key messages. Include descriptions of the comprehensive approach(s) being used. Describe how the PSE strategies will support and enhance the direct education proposed within the same communities. Provide definition/boundaries for select communities.

- Exhibit Four (4), Obesity Prevention Resource Guide, Curricula "Building a Healthy Me" link has been revised.
- Exhibit Four (4), Obesity Prevention Resource Guide, Curricula "Eating Smart Being Active" has been revised.
- Pre-Application Conference Attendance List is an attachment as Exhibit Seven (7)

The RFGA has been revised to reflect the changes made by this Solicitation Amendment 3.

End of Solicitation Amendment No. 3

Vendor hereby acknowledges receipt and understanding of above amendment		The above referenced Solicitation Amendment is hereby executed this _____ day of _____, 2015 in Phoenix, Arizona.
		
Signature	Date	On File
	7-9-15	
Michael A. Pastor, Chairman, Board of Supervisors		
Name and Title	Signature	
Gila County Division of Health & Emergency Services	Title: Rebecca O'Brien, Deputy Chief Procurement Officer	
Name of Company		



RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 3

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas



**RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 2**

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

Acknowledge receipt of Solicitation Amendment in ProcureAZ

Solicitation ADHS15-00004836 Request For Grant Application (RFGA) is amended as follows:

1. Introduction, Section 2, Geographic Services Area, has been revised and replaced with the following:

Applicants must apply at a minimum of providing services at the county level. Applicants may apply to provide services regionally or statewide. The selected geographic area for each program must be identified in the application as well as the specific communities the Applicant intends to serve. Eligible Applicants include community-based organizations (private or public), non-profits, government agencies, school districts and tribal government agencies.

2. Introduction, Section 3, Grant Focus Areas and Strategies, has been deleted in its entirety.
3. Introduction, Section 4, Fund Distribution is hereby now Section 3 and has been revised and replaced with the following:

Funds have been allocated per county jurisdiction. Multiple Grantees may be awarded in the same geographic area, but total funds awarded per county will not exceed the funding levels shown in Table One (1). Coordination and collaboration between Applicants in the same county jurisdiction is encouraged. Duplication of services will not be allowed. Funds identified as "General Funds" may be used for any allowable activities targeting eligible audiences, while funds identified as "Native American Funds" shall only be made available to Applicants specifically targeting the Native American population on or off reservations. Interventions and/or program delivery sites targeting the Native American population shall be clearly identified in the Project Narrative (Attachment D). For funding purposes County boundaries determine available funds.

4. Introduction, Section 3, Fund Distribution Table 2: Available Funds is now Table 1: Available Funds.

Continued on Next Page

Vendor hereby acknowledges receipt and understanding of above amendment		The above referenced Solicitation Amendment is hereby executed this _____ day of _____, 2015 in Phoenix, Arizona.	
		On File	
Signature	Date		
Michael A. Pastor, Chairman, Board of Supervisors		7-9-15	
Name and Title		Signature	
Gila County Division of Health & Emergency Services		Title: Rebecca O'Brien, Deputy Chief Procurement Officer	
Name of Company			



RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 2

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

5. Introduction, Section 4, Definitions of Terms of this RFGA is hereby now Section 4 and has been revised by adding the following Item 4.9:

“Duplication” means multiple entities providing the same services within the same community to the same population. It may not be duplication if multiple entities are collaborating to serve the same community by providing different activities from different focus areas through a coordinated approach.

6. Special Instructions to Applicants, Section 3, Required Application Information, Item 3.1.3.1 has been deleted.
7. Special Instructions to Applicants, Section 3, Required Application Information, Items 3.1.3.5, 3.1.3.6, and 3.1.3.8 has been revised and replaced with the following:

3.1.3.5. Attachment D – AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative Revision 1; (See Exhibit 1, Exhibit 4 Revised, Exhibit 5 for informational purposes)

3.1.3.6. Attachment E – AzNN Nutrition Education and Obesity Prevention Plan Template Project Workplan Revision 1; (See Exhibit 2 Revision 1, Exhibit 4 Revision 1, Exhibit 5, for informational purposes)

3.1.3.8. Attachment G – AzNN Nutrition Education and Obesity Prevention Plan Template Site-Listing Revision 1; (See Exhibit 3 Revision 1 for informational purposes)

8. Special Instructions to Applicants, Section 3, Required Application Information, Item 3.1.3.12 has been deleted.
9. Special Instructions to Applicants, Section 3, Required Application Information, Item 3.1.3.13 has been revised and replaced with the following:

After an Application is submitted, the ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.

10. Special Instructions to Applicants, Section 16, AzNN Annual Conference has been added:

AzNN Annual Conference

The AzNN is conducting its annual conference. The conference content will focus on allowable activities within the focus areas. (See Exhibit 6)

When: April 22, 2015
7:30 a.m. - 5:00 p.m.
April 23, 2015
7:30 a.m. - 3:00 p.m.
Hilton Tucson East
7600 East Broadway Blvd
Tucson, AZ 85710
(520) 721-5600

	RFGA No. ADHS15-00004836 SOLICITATION AMENDMENT No. 2	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, AZ 85007 (602) 542-1040 (602) 542-1741 fax
	Solicitation Due Date: May 7, 2015 at 3:00 P.M. Local Arizona Time	Procurement Officer : Mr. Tracey Thomas

11. Terms and Conditions, Section 1, Grant Term has been revised and replaced with the following:

The initial term of this Grant shall commence October 1, 2015 or upon award of and signature by the State Government Administrator, whichever is later, and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.

12. Term and Conditions, Section 11, Financial Management, Federal Funding, has been revised and replaced with the following:

Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. With prior approval up to ten percent (10%) of funds may be moved between funded lines per fiscal year; however, funds cannot be redistributed between county jurisdictions.

13. Terms and Conditions, Section 27.3, Insurance Requirements, Item 27.3.8, Subgrantees is hereby revised and replaced with the following:

27.3.8. SUBGRANTEES: Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum requirements identified above.

27.3.8.1. If the Grantee is a public entity but its subgrantee(s) are not, the Grantee shall still furnish to the State of Arizona separate certificate and endorsements for each subgrantee(s). All coverages for subgrantee(s) shall be subject to the minimum requirements identified above.

14. Terms and Conditions, Section 27.3, Insurance Requirements, Item 27.3.10 is hereby revised and replaced with the following:

EXCEPTIONS: In the event the Grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

15. Scope of Work, Section 2, Purpose of Grant is hereby deleted.

16. Scope of Work, Section 3, Geographic Services Area is hereby deleted.

17. Scope of Work, Section 4, Grant Focus Areas and Strategies is hereby now Scope of Work, Section 2, Grant Focus Areas and Strategies.

18. Scope of Work, Section 2, Grant Focus Area, Items 2.1 and 2.2 are hereby revised and replaced with the following:

2.1. Applicants shall submit one (1) Application regardless of the number of strategies or number of counties included in the Application. Separate budgets and work plans will be required for each county jurisdiction included in the Application. Native American funds shall not be budgeted separately.



RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 2

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

- 2.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants shall select the direct education strategy as well as one (1) or more PSE strategies from a minimum of two (2) focus areas per county jurisdiction. Focus Areas include: (a) Food Systems, (b) Active Living, (c) School Health, and (d) Early Childhood.
19. Scope of Work, Section 5, Tasks and Responsibilities is hereby now Scope of Work, Section 3, Tasks and Responsibilities.
20. Scope of Work, Section 3, Tasks and Responsibilities, is hereby renumbered to the following:
- 3.1.3.2. Attachment A – Signed Application and Award Document;
 - 3.1.3.3. Attachment B – Designation of Confidential, Trade Secret & Proprietary Information;
 - 3.1.3.4. Attachment C – Notices, Correspondence, Reports and Invoices completed;
 - 3.1.3.5. Attachment D – AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative Revision 1; (See Exhibit 1, Exhibit 4 Revised, Exhibit 5 for informational purposes)
 - 3.1.3.6. Attachment E – AzNN Nutrition Education and Obesity Prevention Plan Template Project Workplan Revision 1; (See Exhibit 2 Revision 1, Exhibit 4 Revision 1, Exhibit 5, for informational purposes)
 - 3.1.3.7. Attachment F – AzNN Nutrition Education and Obesity Prevention Plan Template Budget Revision 1;
 - 3.1.3.8. Attachment G – AzNN Nutrition Education and Obesity Prevention Plan Template Site-Listing Revision 1; (See Exhibit 3 Revision 1 for informational purposes)
 - 3.1.3.9. Attachment H – AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances;
 - 3.1.3.10. Other Attachments: As applicable-for example, copies of subcontracts, examples of Applicant's program materials.
 - 3.1.3.11. After an Application is submitted, the ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.
 - 3.1.3.12. Keep a copy of this solicitation and submitted Application. If awarded, the Grantee shall be bound to the services listed by the Application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
 - 3.1.3.13. Complete the Pricing under the Items Tab in ProcureAZ. Failure to enter the Pricing in the Items Tab will be considered as 'no bid' by ProcureAZ. If offering items at no charge select and check the "no charge" option per line item and provide an alternate description, if necessary. Using the "no charge" option ensures that the Applicant is providing response to a specific item yet is not charging for that line item. Leaving an item blank or using a zero (0) dollar amount generates a "No Bid" for the item.
21. Scope of Work, Section 6, Requirements is hereby now Section 4 and is hereby revised and replaced with the following:



RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 2

Solicitation Due Date: May 7, 2015 at
3:00 P.M. Local Arizona Time

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Procurement Officer :
Mr. Tracey Thomas

4.1 Provide fully executed and pending documentation of collaborative partnerships prior to award, including but not limited to: contracts, letters of agreement/support, memoranda of understanding/agreement, or other documentation to support the collaboration/partnership;

4.1.1. When pending documentation of collaborative partnerships are fully executed Grantee shall provide to the ADHS; and

4.2. Provide a current and accurate Certificate of Insurance (COI) within five (5) days of Grant award that exactly matches the language provided in the Terms of the Grant. A Master Blanket Purchase Order Release will not be provided without a valid COI on file at ADHS. Grantees shall not provide any services without the issuance of a Master Blanket Purchase Order Release.

22. In order to view the Q&A in a solicitation the Applicant must be logged into ProcureAZ.

The RFGA has been revised to reflect the changes made by this Solicitation Amendment 2.

End of Solicitation Amendment No. 2



RFGA No. ADHS15-00004836
SOLICITATION AMENDMENT No. 1

Solicitation Due Date: May 7, 2015 at
 3:00 P.M. Local Arizona Time

**ARIZONA DEPARTMENT OF
 HEALTH SERVICES**
 1740 West Adams, Room 303
 Phoenix, AZ 85007
 (602) 542-1040
 (602) 542-1741 fax

Procurement Officer :
 Mr. Tracey Thomas

Acknowledge receipt of Solicitation Amendment in ProcureAZ or

Submit a signed copy of this Solicitation Amendment with your Solicitation Response

Solicitation ADHS15-00004836 Request For Grant Application (RFGA) is amended as follows:

1. The Due Date for the Grant Application is hereby revised from April 16, 2015 at 3:00:59 PM Arizona Time To: May 7, 2015 at 3:00:59 PM Arizona Time.
2. RFGA Special Instructions to Applicant has been revised and adds the following Section 15, Training Session:
 - 15.1 The ADHS will provide a training session for completing the FFY2016 Nutrition Education and Obesity Prevention Plan. The training will be held:

Date: March 10, 2015
 Time: 2:00 PM
 Location: 1740 West Adams Street, Room 411
 Phoenix, Arizona 85007
 - 15.2 iLinc Online Meeting:

Prospective Applicants may attend the training session via online meeting. Applicants can connect by following these instructions:

 - 15.2.1 Applicants are invited to attend an online meeting on Tuesday, March 10, 2015. Below is the log-in and dial-in information needed to access this session. Please remember to use the **Prepare your PC** link below to ensure you are able to connect successfully.

Continued on Next Page

Vendor hereby acknowledges receipt and understanding of above amendment		The above referenced Solicitation Amendment is hereby executed this _____ day of _____, 2015 in Phoenix, Arizona.
 Signature		
Date  7-9-15		On File
Michael A. Pastor, Chairman, Board of Supervisors		
Name and Title		
Gila County Division of Health & Emergency Services		Signature
Name of Company		Title: Rebecca O'Brien, Deputy Chief Procurement Officer

	<p style="text-align: center;">RFGA No. ADHS15-00004836 SOLICITATION AMENDMENT No. 1</p> <p style="text-align: center;">Solicitation Due Date: May 7, 2015 at 3:00 P.M. Local Arizona Time</p>	<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, AZ 85007 (602) 542-1040 (602) 542-1741 fax</p>
		<p>Procurement Officer : Mr. Tracey Thomas</p>

15.2.2 What Do I need to join the Session?

15.2.2.1 A computer with internet connection;

15.2.2.2 Successful PC System test prior to the session (see link below). (Have your information technology staff assist you if you have problems connecting.); and

15.2.2.3 Speakerphone with mute capabilities.

15.2.3 Online iLinc Meeting Details

15.2.3.1 Meeting Title: AzNN Training for RFGA

15.2.3.2 Date & Time: March 10, 2015 at 02:00 PM Arizona - Arizona Time

15.2.3.3 Duration: Two (2) hours

15.2.3.4 Primary Dial-In: 1-888-450-5996

15.2.3.5 Passcode: 204505

15.2.3.6 **Join This Meeting:** To ensure your meeting is successful, please join 15 minutes before the start time. Click on the following link to join this meeting:
<https://azdhs.ilinc.com/join/jrtpwwwv>

15.2.3.7 **View Meeting Content:** To view the content for this meeting go to:
<https://azdhs.ilinc.com/content/jrtpwwwv>

15.2.3.8 **Prepare Your PC:** Automatically prepare your PC ahead of time by clicking on the following link: <https://azdhs.ilinc.com/systest/jrtpwwwv>.

The RFGA has been revised to reflect the changes made by this Solicitation Amendment.

End of Solicitation Amendment No. 1



State of Arizona

Department of Health Services

Request For Grant Application (RFGA)

RFGA Number: ADHS15-00004836

RFGA Due Date / Time: Thursday, April 16, 2015 at 3:00:59 PM Arizona Time

Submittal Location: Submit via ProcureAZ
<https://procure.az.gov/bsol/login.jsp>

Description of Procurement: AzNN SNAP-Ed Local Implementation Services

Pre-Application Conference: February 19, 2015 at 2:00 PM

Duration: Two (2) Hours

Date, Time and Location 150 North 18th Avenue, Conference Room 540A
Phoenix, Arizona 85007

Online Meeting: via iLinc

In accordance with A.R.S. § 41-2701 through 41-2706, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, procure.az.gov (ProcureAZ). Applications received by the due date and time will be opened. The name of each Offeror will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.

Grant Solicitation Contact Person:

Mr. Tracey Thomas
Name

(602) 542-1011
Telephone

Tracey.thomas@azdhs.gov
Email Address

INTRODUCTION

RFGA NO. ADHS15-00004836

<u>Title</u>	<u>Page</u>
COVER PAGE.....	1
TABLE OF CONTENTS.....	2
GRANT APPLICATION.....	3
INTRODUCTION:	
STATEMENT OF PURPOSE.....	4
WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION	7
SPECIAL INSTRUCTIONS TO APPLICANTS	
HOW TO PREPARE AND SUBMIT APPLICATION.....	11
TERMS AND CONDITIONS.....	13
SCOPE OF WORK.....	21
ATTACHMENTS:	
ATTACHMENT A – Grant Application and Acceptance	26
ATTACHMENT B – Designation of Confidential, Trade Secret & Proprietary Information.....	27
ATTACHMENT C – Notices, Correspondence, Reports & Invoices	29
ATTACHMENT D – Application Project Narrative	ProcureAZ
ATTACHMENT E – Application Project Work Plan	ProcureAZ
ATTACHMENT F – Application Budget	ProcureAZ
ATTACHMENT G– Application Site Listing	ProcureAZ
ATTACHMENT H – Application Signed Assurances.....	ProcureAZ
EXHIBITS:	
EXHIBIT ONE (1) Needs Assessment.....	ProcureAZ
EXHIBIT TWO (2) Evaluation Framework	ProcureAZ
EXHIBIT THREE (3) Qualifying Site Instructions	ProcureAZ
EXHIBIT FOUR (4) Obesity Prevention Resource Guide.....	ProcureAZ
EXHIBIT FIVE (5) Contractor's Expenditure Report.....	ProcureAZ

INTRODUCTION

RFGA NO. ADHS15-00004836

STATEMENT OF PURPOSE

1. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, Grantees must select one (1) or more Policy, Systems, and Environmental Change (PSE) strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

2. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

3. Grant Focus Areas and Strategies

- 3.1. Applicants will submit one (1) Application regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans shall be required for each county jurisdiction included in the application.
- 3.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants shall select the direct education strategy as well as one (1) or more PSE strategies from a minimum of two (2) focus areas. Focus Areas include:
 - 3.2.1. Food Systems,
 - 3.2.2. Active Living,
 - 3.2.3. School Health, and
 - 3.2.4. Early Childhood.

Table 1: Strategy List

FFY2016 Strategies	
Policy, Systems, and Environmental Change	
<i>Food Systems (access to nutritious foods)</i>	
Food Access	
<u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores.	
<u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens.	
<u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.	
Food Security	
<u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP).	

INTRODUCTION

RFGA NO. ADHS15-00004836

Strategy 5: Encourage use of farmers' market with SNAP and WIC access at key community outlets.

Active Living (access to physical activity)

Strategy 6: Build capacity to implement active living policy at the community level and by community organizations.

Strategy 7: Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations.

Strategy 8: Support family-friendly physical activity opportunities throughout the year, throughout the community.

Strategy 9: Use point-of-decision prompts to encourage use of stairs.

School Health

Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

Early Childhood

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

Direct Education²

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

¹ All Applicants selecting Food Systems strategies must include both Food Access **and** Food Security

² Direct Education is required for all Applications and must compliment the selected PSE strategies

INTRODUCTION

RFGA NO. ADHS15-00004836

WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION

4. Fund Distribution

Funds have been allocated per county jurisdiction. Multiple Grantees may be awarded in the same geographic area, but total funds awarded per county will not exceed the funding levels shown in Table 2. Coordination and collaboration between Applicants in the same county jurisdiction is encouraged. Duplication of services will not be allowed. Funds identified as "General Funds" may be used for any allowable activities targeting eligible audiences, while funds identified as "Native American Funds" shall only be made available to Applicants specifically targeting the Native American population. Interventions and/or program delivery sites targeting the Native American population shall be clearly identified in the Application.

Table 2: Available Funds

County	General Funds	Native American	Total Available Funds
Apache	272,608	200,271	472,879
Cochise	247,778	3,582	251,360
Coconino	238,368	115,045	353,414
Gila	168,193	33,379	201,572
Graham	125,414	24,103	149,517
Greenlee	80,844	624	81,469
La Paz	105,257	9,245	114,502
Maricopa	4,257,860	198,598	4,456,458
Mohave	312,734	10,058	322,792
Navajo	253,427	187,359	440,787
Pima	1,213,467	118,837	1,332,305
Pinal	419,139	77,153	496,292
Santa Cruz	168,279	165	168,444
Yavapai	279,660	12,737	292,397
Yuma	329,426	8,843	338,269
Total	8,472,456	1,000,000	9,472,456

Available funds listed in Table 2, are projections for FFY2016 year. All grants are pending USDA approval and federal appropriations. Applicants should anticipate a two – three percent (2-3%) annual budget reduction beginning in FFY2017.

Applications should reflect actual anticipated costs of the proposed activities and correspond to the reach estimates within the identified communities. Any un-awarded funds will return to AzNN for state level activities.

5. Definition of Terms used in this RFGA:

- 5.1. **Activities** are day-to-day and periodic things that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.
- 5.2. **ADHS** means the Arizona Department of Health Services.
- 5.3. **Attachment** means a document that must be filled out and included as part of the Grant Application.
- 5.4. **Exhibit** means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

INTRODUCTION

RFGA NO. ADHS15-00004836

- 5.5. **"Key personnel"** means staff involved in the planning, administration, operation, or monitoring of this Grant.
- 5.6. **"Shall or Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.
- 5.7. **"Evidence Based"** means the integration of the best research evidence with the best available practice-based evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions.
- 5.8. **"Comprehensive Approach"** means multi-level interventions at multiple complementary organization and institutional levels.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

1. Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application conference. Attendance is not required, although it is encouraged. The date, time and location of this Conference are indicated on the cover page. This Conference will be to clarify the contents of this RFGA in order to prevent any misunderstanding of the ADHS' position. Any doubt as to the requirements of this Request for Grant Applications or any apparent omission or discrepancy should be presented to the Program at this Conference. ADHS will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to this RFGA.

1.1. iLinc Online Meeting:

Prospective Applicants may attend the Pre-Application conference via online meeting. Applicants can connect by following these instructions:

1.1.1. Applicants are invited to attend an online meeting on Thursday, February 19, 2015. Below is the log-in and dial-in information needed to access this session. Please remember to use the **Prepare your PC** link below to ensure you are able to connect successfully.

1.1.2. What Do I need to join the Session?

1.1.2.1. A computer with internet connection;

1.1.2.2. Successful PC System test prior to the session (see link below). (Have your information technology staff assist you if you have problems connecting.); and

1.1.2.3. Speakerphone with mute capabilities.

1.1.3. Online Meeting Details

1.1.3.1. **Meeting Title:** AzNN SNAP-Ed Local Implementation RFGA iLinc

Date & Time: February 19, 2015 at 2:00 PM Arizona Time

Duration: 2 hour(s)

Primary Dial-In: 1-888-205-5513

Passcode: 115160

Join Link: <https://azdhs.ilinc.com/join/bfvphhx>

1.1.4. **Join This Meeting:** To ensure your meeting is successful, please join fifteen (15) minutes before the start time. Click on the following link to join this meeting:
<https://azdhs.ilinc.com/join/wzchstm>

1.1.5. **View Meeting Content:** To view the content for this meeting go to:
<https://azdhs.ilinc.com/content/wzchstm>

1.1.6. **Prepare Your PC:** Automatically prepare your PC ahead of time by clicking on the following link: <https://azdhs.ilinc.com/systest/bfvphhx>.

1.1.7. What do I do once I join the session:

1.1.7.1. If possible, use the 'Call Me' feature to connect via phone.

1.1.7.2. If you have additional people sitting with you, enter their names in chat.

1.1.7.3. To communicate during an iLinc:

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

- 1.1.7.3.1. Use *6 to unmute/mute your phone line, OR
- 1.1.7.3.2. Type your question/comment in the chat box (bottom left corner of window), OR
- 1.1.7.3.3. Raise your hand (click on 'hand' icon from toolbar).

1.1.8. As a courtesy to other attendees, please:

- 1.1.8.1. Keep your phone line muted (*6) unless asking a question or making a comment,
- 1.1.8.2. Do not place your phone line on "hold" anytime during an iLinc. If you must conduct business, disconnect from the phone completely and dial back in when you are ready to rejoin the iLinc.
- 1.1.8.3. Instructions to Prepare, Complete and Submit the Application

2. Submission Required in ProcureAZ

- 2.1. Application shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of the Application by means other than the ProcureAZ system **will not** be accepted. Prospective Applicants with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.
- 2.2. Applicants must register in the ProcureAZ e-Procurement system to submit an Offer. Follow the these Step by Step online instructions:
 - 2.2.1. Vendor Registration
http://spo.az.gov/sites/default/files/Step-by-Step_Vendor_Registration.pdf;
 - 2.2.2. Respond to a Bid (Solicitation)
http://spo.az.gov/sites/default/files/Step-by-Step_Responding_to_Solicitations.pdf; and
 - 2.2.3. To submit an offer Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

3. Required Application Information

- 3.1. The following shall be submitted concurrent with and as part of the Application:
 - 3.1.1. One (1) electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word version 2003 or higher), xls spreadsheet (Microsoft Excel 2003 or higher) and .pdf (Adobe Acrobat portable documents format).
 - 3.1.2. Each Application shall include an attachment for each response section. The material should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant's Application. Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document that is not locked specify the Name of the Applicant, Name of the Attachment, Solicitation number and Page Number in the footer.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

- 3.1.3. The ADHS will not provide any reimbursement for the cost of developing in response to this RFGA. The Applicant shall submit at least the following information:
- 3.1.3.1. Table of Contents for entire Application with page numbers;
 - 3.1.3.2. Attachment A – Signed Application and Award Document;
 - 3.1.3.3. Attachment B - Designation of Confidential, Trade Secret & Proprietary Information;
 - 3.1.3.4. Attachment C – Notices, Correspondence, Reports and Invoices completed;
 - 3.1.3.5. Attachment D – AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative;
 - 3.1.3.6. Attachment E – AzNN Nutrition Education and Obesity Prevention Plan Template Project Workplan;
 - 3.1.3.7. Attachment F – AzNN Nutrition Education and Obesity Prevention Plan Template Budget;
 - 3.1.3.8. Attachment G – AzNN Nutrition Education and Obesity Prevention Plan Template Site-Listing;
 - 3.1.3.9. Attachment H - AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances;
 - 3.1.3.10. Complete the Pricing under the Items Tab in ProcureAZ. Failure to enter the Pricing in the Items Tab will be considered as 'no bid' by ProcureAZ. If offering items at no charge select and check the "no charge" option per line item and provide an alternate description, if necessary. Using the "no charge" option ensures that the Applicant is providing response to a specific item yet is not charging for that line item. Leaving an item blank or using a zero (0) dollar amount generates a "No Bid" for the item.

ProcureAZ Items	BUDGET CATEGORIES	Frequency
Item 1	PERSONNEL COSTS/SALARY	Annually
Item 2	FRINGE BENEFITS	Annually
Item 3	CONTRACTS/GRANTS/AGREEMENTS	Annually
Item 4	NON-CAPITAL EQUIPMENT SUPPLIES	Annually
Item 5	MATERIALS	Annually
Item 6	TRAVEL	Annually

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

Item 7	BUILDING/SPACE	Annually
Item 8	MAINTENANCE	Annually
Item 9	EQUIPMENT & OTHER CAPITAL	Annually
Item 10	INDIRECT COSTS	Annually

- 3.1.3.11. Other Attachments: As applicable-for example, copies of subcontracts, examples of Applicant's program materials.
- 3.1.3.12. Complete Scope of Work for the Work plans.
- 3.1.3.13. ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.
- 3.1.3.14. Keep a copy of this solicitation and submitted Application. If awarded, the Grantee shall be bound to the services listed by the Application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

4. Application Opening:

Applicants responding to a solicitation in ProcureAZ must submit their Applications electronically through ProcureAZ. Applications shall be received before the due date and time stated in the solicitation. Applications submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.

5. Evaluation Criteria:

Grant Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:

- 5.1. Overall Approach and Program Design from the Narrative, Work Plan, and Site Listing;
- 5.2. Needs Assessment from Narrative;
- 5.3. Coordination and Collaboration as described in the Narrative and demonstrated with memorandums of understanding, sub-contracts and letters from collaborative agencies describing support of the proposed partnership;
- 5.4. Itemized budget, budget justification, and price sheet showing proposed cost(s) including other sources of funds;
- 5.5. Applicant Capability from Budget and Signed Assurances; and
- 5.6. Conformance to all other RFGA requirements and conditions.

6. Questions:

All questions regarding this solicitation shall be submitted within the ProcureAZ system via the Q & A Tab no later than five (5) calendar days prior to the solicitation due date.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

7. Discussion:

The ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.

8. Multiple Awards:

In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, the ADHS reserves the right to award Grants to multiple Applicants.

9. Application Acceptance Period:

To be eligible for Grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

10. Collaborative Partnerships within Program Areas:

ADHS encourages partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When the Applicant is proposing utilizing subgrantees, it shall provide documentation (e.g. contracts, line item budgets, letters of agreement, memoranda of understanding, etc. describing the roles and responsibilities each subcontractor will assume and signed by authorized individuals.

11. Authorized Signature:

11.1. For any document that requires the Applicant's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.

11.1.1. Privately Owned: The Owner must sign the Grant Application;

11.1.2. Partnership: A Partner must sign the Grant Application.

11.1.3. Corporation: A duly authorized Corporate Officer must sign the Grant Application.

11.2. If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

12. Application Status

Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information will be deemed not to be proprietary or confidential;

13. Suspension or Debarment Status

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

14. Confidential Information:

Should the Applicant have any information they wish to hold as confidential, the Applicant shall submit an itemized and separate attachment on company letterhead explaining the reasons why the information should be held confidential. This attachment shall be uploaded under the Attachment Tab in ProcureAZ. Simply checking the confidential box in ProcureAZ does not hold the information confidential. No other entity may view the submitted proposal, bid or offer except the Procurement Officer. All proposals, bids, or offers remain confidential until an award is made.

- 14.1. If an Applicant believes that their Application contains information that should be withheld from public disclosure, it *must* be clearly marked "**Confidential/Proprietary**" on every page. Applicant shall complete Attachment B, Designation of Confidential, Trade Secret and Proprietary Information, and upload under the "Attachments Tab" in ProcureAZ;
- 14.2. A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis for its claim that the information is confidential; and
- 14.3. The information identified by the Applicant as confidential shall not be disclosed until the State Government Administrator (or his/her designee) makes a written determination. The Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Administrator determines the information is not confidential, the Administrator shall inform the Applicant in writing of such determination.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

1. **Grant Term.** The initial term of this Grant shall commence upon award of and signature by the State Government Administrator, and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in two additional one (1)-year increments, not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.
3. **Grant Reimbursement:** Payment shall be made on a Cost Reimbursement basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written Grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence within ninety (90) days of award. Work shall not be performed without a Purchase Order.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility (**Attachment F**). Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.
8. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.
9. **Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
10. **Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
11. **Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

Federal Funding. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

12. **Grant Restrictions.** Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Nutrition and Physical Activity as made available through the Arizona Department of Health Services."
13. **Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
14. **Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
15. **Subcontracts.** The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.
16. **Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
17. **Federal Procurement Suspension/Debarment.** All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

19. Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.

20. Arbitration: The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

21. Purchase Orders: The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

22. Pandemic Contractual Performance:

22.1. The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

22.1.1. Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.

22.1.2. Alternative methods to ensure there are products in the supply chain.

22.1.3. An up to date list of company contacts and organizational chart.

22.2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

22.2.1. After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.

22.2.2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

22.2.3. Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).

22.3. The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

23. Grant Termination:

23.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

Grant as provided in A.R.S. § 38-511.

- 23.2. **Gratuities.** The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Grantee.
- 23.3. **Termination for Convenience.** The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 23.4. **Termination for Default.**
- 23.4.1. In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 23.4.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand.
- 23.4.3. The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.
- 23.5. **Continuation of Performance through Termination.** The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.
- 24. Non-Discrimination:** The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 25. Federal Immigration and Nationality Act:** The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.
- 26. E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

27. Risk and Liability.

27.1. To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

27.2. *This indemnity shall not apply if the Grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.*

27.3. Insurance Requirements:

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

27.3.2. The insurance requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or Subgrantees, and Grantee is free to purchase additional insurance.

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

27.3.3.1. **Commercial General Liability** – Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.3.3.2. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee."
- 27.3.3.3. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Grantee.
- 27.3.3.4. **Worker's Compensation and Employers' Liability**
- | | |
|-------------------------|--------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 1,000,000 |
| Disease – Each Employee | \$ 1,000,000 |
| Disease – Policy Limit | \$ 1,000,000 |
- 27.3.3.5. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Grantee.
- 27.3.3.6. This requirement shall not apply to: Separately, EACH Grant or Grantee exempt under A.R.S. 23-901, and when such Grant or Subgrantee executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 27.3.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:
- 27.3.4.1. The Grantee's policies shall stipulate that the insurance afforded the Grantee shall be primary insurance and that any insurance carried by the Department, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 27.3.4.2. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 27.3.5. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Health Services, 1740 W Adams St., Room 303, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.
- 27.3.6. **ACCEPTABILITY OF INSURERS:** Grantees insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.3.7. VERIFICATION OF COVERAGE: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Grant.

All certificates required by this Grant shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W Adams St., Room 303, Phoenix, AZ 85007. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 27.3.8. SUBGRANTEES: Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subgrantees shall be subject to the minimum requirements identified above.
- 27.3.9. APPROVAL: Any modification or variation from the insurance requirements in this Grant shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 27.3.10. EXCEPTIONS: In the event the Grantee or sub-grantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.4. Force Majeure.

- 27.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 27.4.2. Force Majeure shall not include the following occurrences:

27.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

27.4.2.2. Late performance by a Subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;
or

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.4.2.3. Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.
- 27.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.
- 27.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

SCOPE OF WORK

RFGA NO. ADHS15-00004836

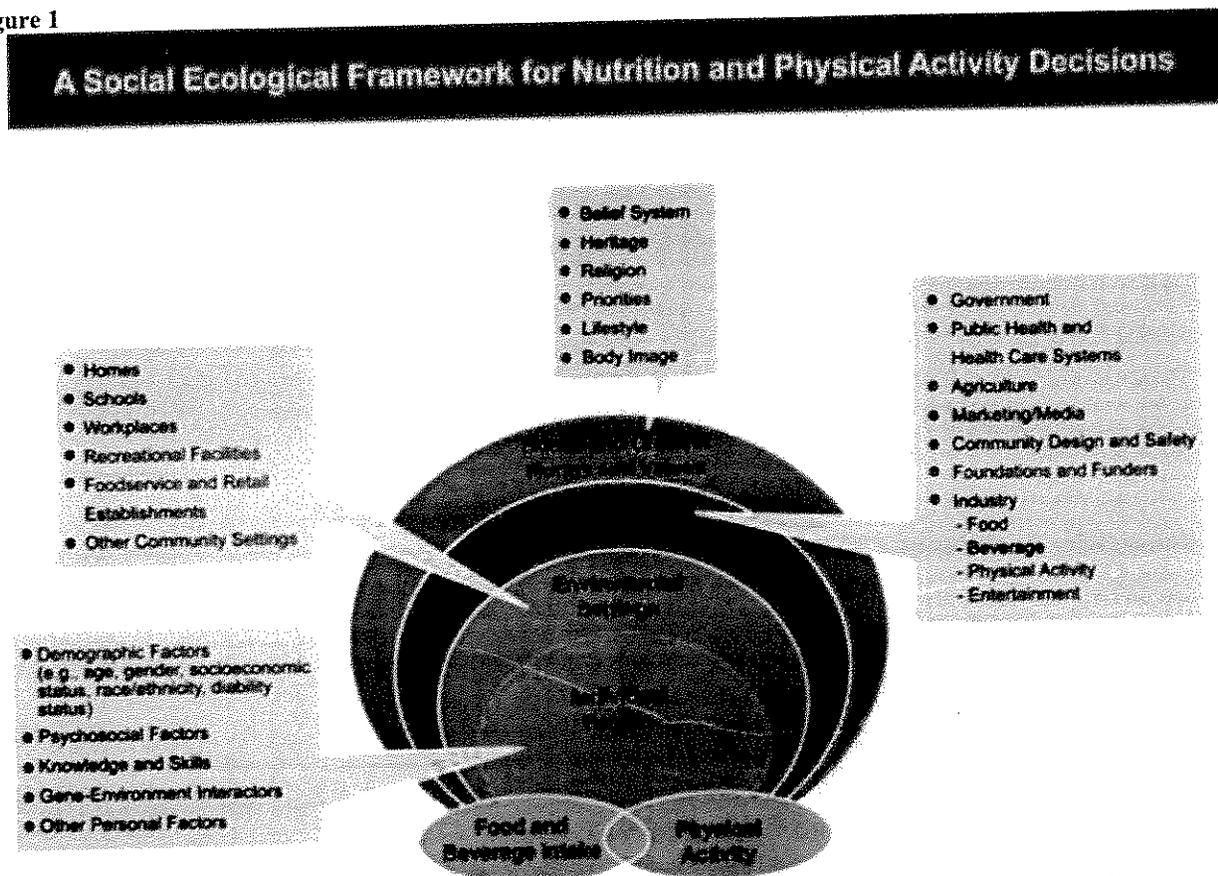
AzNN SNAP-Ed Local Implementation

1. Introduction and Background

The Arizona Department of Health Services (ADHS), Bureau of Nutrition and Physical Activity (BNPA) with the Arizona Department of Economic Security (DES), Family Assistance Administration (FAA), provides a program called the Supplemental Nutrition Assistance Program Education (SNAP-Ed) – also known as the Arizona Nutrition Network (AzNN). The purpose of the AzNN is to provide nutrition education and obesity prevention programs to Arizona's Supplemental Nutrition Assistance Program (SNAP) participants and those who are eligible (eligibles) in an effort to improve healthy lifestyle choices and reduce the risk of chronic disease.

In late 2010 congress passed the Healthy Hunger Free Kids Act (HHFK) which transitioned the AzNN from a nutrition education program to an obesity prevention program which includes education on nutrition and physical activity as well as PSE strategies to facilitate broad, population level effects at multiple levels of the Social Ecological Model (see Figure 1).

Figure 1



Source: Dietary Guidelines for Americans, 2010. Adapted from: (1) Centers for Disease Control and Prevention. Division of Nutrition, Physical Activity, and Obesity. State Nutrition, Physical Activity and Obesity (NPAO) Program: Technical Assistance Manual. January 2008, page 36. Accessed April 21, 2010. http://www.cdc.gov/obesity/downloads/TA_Manual_1_31_08.pdf. (2) Institute of Medicine. Preventing Childhood Obesity: Health in the Balance, Washington (DC): The National Academies Press; 2005, page 85. (3) Story M, Kaphingst KM, Robinson-O'Brien R, Glanz K. Creating healthy food and eating environments: Policy and environmental approaches. *Annu Rev Public Health* 2008;29:253-272.

The AzNN hired an outside consultant in FFY2014 to identify best practices among other SNAP-Ed Implementing Agencies and to engage local stakeholders in discussions around the future direction of the SNAP-Ed program including program strategies, materials, and funding options.

SCOPE OF WORK

RFGA NO. ADHS15-00004836

2. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, grantees must select one or more PSE strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

3. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

4. Grant Focus Areas and Strategies

- 4.1. Applicants will submit one proposal regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans will be required for each county jurisdiction included in the application.
- 4.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants must select the direct education strategy as well as one or more PSE strategies from a minimum of two focus areas. Focus Areas include: (a) Food Systems, (b) Active Living, (c) School Health, and (d) Early Childhood.

Table 1: Strategy List

FFY2016 Strategies
Policy, Systems, and Environmental Change
<i>Food Systems (access to nutritious foods)</i>
Food Access <u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores. <u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens. <u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.
Food Security <u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP). <u>Strategy 5:</u> Encourage use of farmers' market with SNAP and WIC access at key community outlets.
<i>Active Living (access to physical activity)</i>
<u>Strategy 6:</u> Build capacity to implement active living policy at the community level and by community organizations. <u>Strategy 7:</u> Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations. <u>Strategy 8:</u> Support family-friendly physical activity opportunities throughout the year, throughout the community. <u>Strategy 9:</u> Use point-of-decision prompts to encourage use of stairs.
<i>School Health</i>

SCOPE OF WORK

RFGA NO. ADHS15-00004836

Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

Early Childhood

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

Direct Education²

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

¹ All applicants selecting Food Systems strategies must include both Food Access **and** Food Security

² Direct Education is required for all applications and must compliment the selected PSE strategies

5. Tasks and Responsibilities

The Grantee shall:

- 5.1. Have an approved AzNN Nutrition Education and Obesity Prevention Plan on file with ADHS prior to Grant award. An approved application includes:
 - 5.1.1. AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative (Attachment D);
 - 5.1.2. AzNN Nutrition Education and Obesity Prevention Plan Template Project Work Plan (per county jurisdiction) (Attachment E),
 - 5.1.3. AzNN Nutrition Education and Obesity Prevention Plan Template Budget (per county jurisdiction) (Attachment F),
 - 5.1.4. AzNN Nutrition Education and Obesity Prevention Plan Template Site Listing (Attachment G), and
 - 5.1.5. AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances (Attachment H);
- 5.2. Attend and participate in AzNN trainings and Partner Meetings;
- 5.3. Implement the activities approved in the work plan;
- 5.4. Coordinate with AzNN staff for all marketing and research projects, even if prior approved;
- 5.5. Abide by the most current AzNN Policies and Procedures Manual;
- 5.6. Utilize materials and messages as identified by the AzNN;

SCOPE OF WORK

RFGA NO. ADHS15-00004836

- 5.7. Staffing requirements (contracted or on staff) include: Program Director, Registered Dietitian, and Physical Activity degreed/experienced professional;
- 5.8. Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System available from the USDA website; and
- 5.9. Follow the current Physical Activity Guidelines for Americans available on the Office of Disease Prevention and Health Promotion website.

6. Requirements:

The Grantee requirements shall include, but not be limited to the following:

- 6.1. Providing documentation of collaborative partnerships prior to award, including but not limited to: contracts, letters of agreement/support, memoranda of understanding/agreement, or other documentation to support the collaboration/partnership;
- 6.2. Providing a current and accurate Certificate of Insurance (COI) within five (5) days of Grant award that exactly matches the language provided in the Terms of the Grant. A Master Blanket Purchase Order Release will not be provided without a valid COI on file at ADHS. Grantees shall not provide any services without the issuance of a Master Blanket Purchase Order Release.

7. Reference Documents

- 7.1. SNAP-Ed Guidance: <http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>
- 7.2. AzNN P&P: <http://www.eatwellbewell.org/contractors/housekeeping/policies-and-procedures>
- 7.3. Dietary Guidelines: http://www.cnpp.usda.gov/sites/default/files/dietary_guidelines_for_americans/PolicyDoc.pdf
- 7.4. Physical Activity Guidelines: <http://www.health.gov/paguidelines/pdf/paguide.pdf>

8. STATE PROVIDED ITEMS

ADHS will provide the following items:

- 8.1. AzNN Annual Nutrition Education and Obesity Prevention Plan;
- 8.2. Nutrition Education and Obesity Prevention Plan instructions;
- 8.3. List of links for site with data needed to prove eligibility of service sites;
- 8.4. The Arizona Nutrition Network Policies and Procedures Manual;
- 8.5. List of allowable materials to be utilized within the program activities;
- 8.6. Some education materials created, published, or purchased through the AzNN, such as brochures, posters, etc;
- 8.7. Training sessions and meetings sponsored by the AzNN and BNPA; and
- 8.8. Financial and program reporting templates.

9. APPROVALS

SCOPE OF WORK

RFGA NO. ADHS15-00004836

The Grantee shall receive approval from ADHS for the following:

- 9.1. Annual AzNN Nutrition Education and Obesity Prevention Plan;
- 9.2. Nutrition Education and Obesity Prevention Plan Revisions;
- 9.3. Monthly CERs;
- 9.4. Monthly Reports;
- 9.5. Quarterly Narrative Reports; and
- 9.6. Quarterly Evaluation Reports.

10. DELIVERABLES

The Grantee shall submit to ADHS:

- 10.1. An AzNN approved Nutrition Education and Obesity Prevention Plan;
- 10.2. All revisions to the Nutrition Education and Obesity Prevention Plan prior to implementation of the proposed revisions;
- 10.3. Prepare and submit a Contractor Expenditure Report (CER) utilizing the standard reporting form issued by the ADHS AzNN as provided in the current AzNN Policies and Procedures Manual. All expenses requested for reimbursement must adhere to the allowable/unallowable guidelines outlined in the Federal SNAP-Ed Guidance and AzNN Policies and Procedures Manual. Final CERs are due in accordance with the current AzNN Policies and Procedures Manual;
- 10.4. Prepare and submit a Monthly Report utilizing the standard reporting form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;
- 10.5. Prepare and submit a Quarterly Narrative report for the first three (3) quarters, utilizing the form provided in the current AzNN Policies and Procedures Manual;
- 10.6. Prepare and submit a Quarterly Evaluation report, utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual. Accompanying data or evaluation instruments should be submitted at this time;
- 10.7. Prepare and submit a Fourth (4TH) Quarter Narrative report which summarizes the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;

11. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- 11.1. Notices, Correspondence, Reports and Invoices from the Grantee to the ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Nutrition and Physical Activity
Nutrition Network Manager
150 N 18th Ave, Suite 310
Phoenix, AZ 85007
Telephone: 602.542.1886
Facsimile: 602.542.1890



**ATTACHMENT A
GRANT APPLICATION
RFGA NO. ADHS15-00004836**

Arizona Department of
Health Services
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: N/A

Applicant's Federal Employer Identification Number: 86-6000-444

Gila County Division of Health & Emergency Services

Applicant's Name

Michael A. Pastor

Name of Person Authorized to Sign Application
(Please type or print)

Chairman, Board of Supervisors

Title of Authorized Person

Michael A. Pastor 7/9/15

Signature of Authorized Person Date

Facsimile Number: 928-425-0794

Facsimile Number:

5515 S. Apache Ave. Ste 100

Street Address

Globe AZ 85501
City State Zip Code

Telephone Number: 928-402-8813

E-Mail Address: phorn@gilacountyaz.gov

Acknowledgement of Amendment(s):
*(Applicant acknowledges receipt of amend-
ment(s) to the Request for Grant Application
and related documents numbered and dated*

Amendment No.	Date
No. 1.	<u>03/04/2015</u>
No. 2.	<u>03/09/2015</u>
No. 3.	<u>04/22/2015</u>

Amendment No.	Date
No. 4	<u>05/01/2015</u>
_____	_____
_____	_____

ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)

Your Application, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number: _____

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2015

State Government Administrator



Attachment B
Designation of Confidential, Trade Secret & Proprietary Information

Arizona Department
of Health Services
Division for
Planning and Operations
Office of Procurement
1740 W. Adams St., RM 303
Phoenix, AZ 85007

Solicitation No.: ADHS15-00004836

PAGE
27

Description: AzNN SNAP-Ed Local Implementation

OF
29

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

_____ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

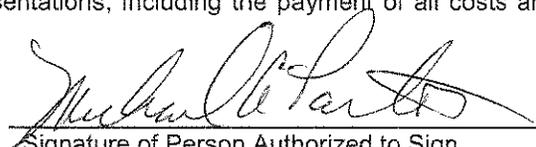
By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Gila County Division of Health & Emergency Services

Company Name
5515 S. Apache Ave. Ste 100

Address
Globe AZ 85501

City State Zip



Signature of Person Authorized to Sign
Michael A. Pastor

Printed Name
Chairman, Board of Supervisors

Title

	Attachment B Designation of Confidential, Trade Secret & Proprietary Information		Arizona Department of Health Services Division for Planning and Operations Office of Procurement 1740 W. Adams St., RM 303 Phoenix, AZ 85007
	Solicitation No.: ADHS15-00004836	PAGE 28	
	Description: AzNN SNAP-Ed Local Implementation	OF 29	

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

ATTACHMENT C

RFGA NO. ADHS15-00004836

Notices, Correspondence, Reports and Payments to the Grantee shall be sent to:

(Print and complete the information below and attach to your Application in the "Attachments Tab" in ProcureAZ)

Grantee: Gila County Division of Health & Emergency Services

Attention: Paula Horn

Address: 5515 S. Apache Ave., Ste. 100

Address: _____

City, State, Zip: Globe, AZ 85501

Telephone: 928-402-8813

E-Mail: phorn@gilacountyaz.gov

ARF-3405

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: John Marcanti, Member, Board of Supervisors

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

Department: Board of Supervisors-District 3

Information

Request/Subject

Sale of Assessor's Parcel Number 101-12-109A to the Town of Winkelman

Background Information

John Marcanti, District 3 Supervisor, was recently contacted by the Town of Winkelman with a request to purchase Assessor's tax parcel number 101-12-109A. This property was deeded to the State of Arizona in care of the Board of Supervisors by the County Treasurer in 2014 and it did not sell at the Board's annual property tax sale/auction that was held on August 4, 2015.

The Board of Supervisors adopted Resolution No. 15-05-05 on May 26, 2015, which established revised procedures for the sale of land held by the State under tax deed. The process allows the Board to consider accepting a bid in an amount less than the lien amount from an adjoining property owner.

Evaluation

The lien on this property is \$6,509,50. In February 2007, the Town of Winkelman placed a lien on the subject property in the amount of \$2,988.80. The property is a vacant lot that adjoins parcel number 101-12-109B, which is owned by the Town of Winkelman. The Town of Winkelman has requested to purchase this property in the amount of \$1.00.

Conclusion

This property was advertised for sale at the Board of Supervisors' annual property tax sale/auction which was held on August 4, 2015, and no one submitted a bid to purchase it. It would benefit the Town of Winkelman to purchase this property as the Town owns adjoining property. By selling the property to the Town of Winkelman for \$1.00, the property

would once again be on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider selling Assessor's parcel number 101-12-109A to the Town of Winkelman in the amount of \$1.00 as it would be a win-win situation for both the County and the Town.

Suggested Motion

Information/Discussion/Action to consider selling Assessor's parcel number 101-12-109A, which is owned by the State of Arizona in care of the Board of Supervisors, to the Town of Winkelman in the amount of \$1.00. **(John Marcanti)**

Attachments

Information for 101-12-109A

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 9th / 16th day of April, 2014 notice according to law was published in the ARIZONA SILVER BELT , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 28th day of July, 2014, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 101 12 109A ACCOUNT NUMBER: R000930

DESCRIBED AS : All of Lots 1 and 2, Block 15, Winkelman Twns according to Map # 36, record of Gila County, Arizona, Except the North 62.5 feet.

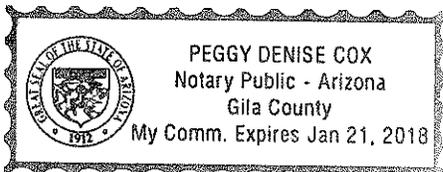
IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21st day of November, 2014 .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 21st day of November, 2014 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1. 21. 2018



Gila County Property Report Thursday, December 18, 2014

Account #: R000000732 Parcel #: 101-12-109A Appraisal Year: 2014
 Acct Type: Residential Tax District: 4190 Map #: 12 Parcel Size: 0.04 acres

Owner Name and Address :

MACHADO AGNES
 PO BOX 183
 WINKELMAN AZ 85192

Property Location :

201 N THORNE AVE No #
 WINKELMAN AZ 85192-0000 MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
11/21/2014	11/21/2014	-	-	TRD	\$0.00	MACHADO AGNES	STATE OF ARIZONA

Legal Description :

WINKELMAN TWNS LOT 1; LOT 2 LESS N 62.5' BLK 15

There is no longer a house on this property

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	760	1964

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	\$13,686.00	Use Code:	0121
		Limited Value (LPV):	\$13,686.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	\$1,369.00		
		Assessed LPV:	\$1,369.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

Machado Agnes

and situated in Gila County, Arizona:

PARCEL # 101 12 109A ACCOUNT # R000930

**Legal Description: All of Lots 1 and 2 Block 15, Winkelman Twms
according to Map # 36 record of Gila County, Arizona, Except the
North 62.5 feet.**

which on **17 th day of February, 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ 6,459.50

as represented in Tax Sale Certificate No. **09-032024**

If redemption according to law be not made before the **28 th day of
July, 2014** .

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

\$ 6,459.50
- 50.00 Clerk's

\$ 6,509.50 fee

Debora Savage
Treasurer of Gila County, Arizona

2015 PROPERTY TAX NOTICE

Gila County

ARIZONA

Account Number	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	IRRIGATION DISTRICT \$ PER ACRE	2015 TAX SUMMARY	
R000934	4190	0.21867500	0.00392500		PRIMARY PROPERTY TAX	0.00
ASSESSMENT					LESS STATE AID TO EDUCATION	0.00
	VALUE IN DOLLARS	ASST. %	NET ASSESSED VALUE	EXEMPTIONS	TAX RATE	TAX
LIMITED LAND, BLOOD, ETC	2,073	0.00	207	-207	21.8875	0.00
LIMITED PERSONAL PROPERTY	0	0.00	0	0	21.8875	0.00
LIMITS TOTALS	2,073		207	-207		0.00
FULL CASH LAND	2,073	0.99	207	-207	0.3925	0.00
FULL CASH BUILDINGS, ETC	0	0.00	0	0	0.3925	0.00
FULL CASH PERSONAL PROPERTY	0	0.00	0	0	0.3925	0.00
FULL CASH TOTALS	2,073		207	-207		0.00
					TOTAL TAX DUE	0.00
R000934	<u>10112109B</u>	JURISDICTION			2014 TAXES	2015 TAXES

SITUS ADDRESS: 205 N THORNE AVE

LEGAL DESCRIPTION:

Section: 24 Township: 5S Range: 15E WINKELMAN
 TWNS N 62.5' LOTS 1 2 BLK 15 185/494

This is the only notice you will receive.

Debora Savage
 Gila County Treasurer
 PO Box 1093
 Globe, AZ 85502

**THIS IS A
 CALENDAR YEAR
 TAX NOTICE**

TOTALS: 0.00 0.00

R000934 10112109B

TOWN OF WINKELMAN
 PO BOX 386
 WINKELMAN, AZ 85192

PAYMENT INSTRUCTIONS

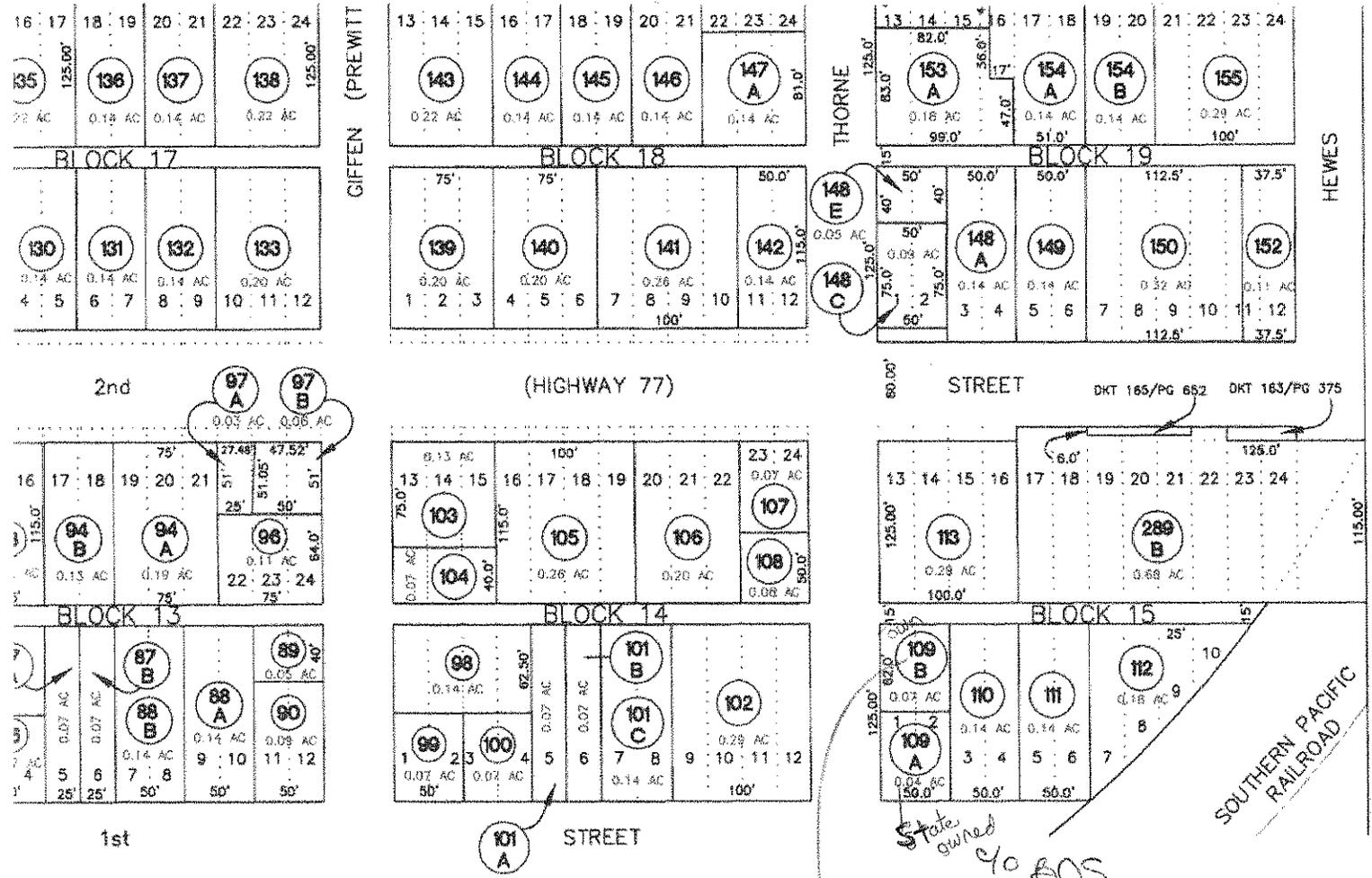
To pay the 1st half instalment, send the 1st half coupon with your payment postmarked no later than Nov 2, 2015. To pay the 2nd half instalment, send the 2nd half coupon with your payment postmarked no later than May 2, 2016. To pay taxes for the full year, send the 1st half coupon with your payment postmarked no later than Dec. 31, 2015, and no interest will be charged for the current year.

Make your check payable to and mail to:

**Gila County Treasurer
 PO Box 1093
 Globe, AZ 85502**

THERE WILL BE A CHARGE FOR EACH RETURNED CHECK
 AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.

PLEASE INCLUDE YOUR
**ACCOUNT NUMBER
 ON YOUR CHECK.**



SEE MAP 101-12 3 of 3

owned by the Town of Winkelman

ARF-3407

Regular Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 10/06/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed Bid for Assessor's Tax Parcel Number 101-07-116

Background Information

The Board of Supervisors adopted Resolution No. 15-05-05 on May 26, 2015, which established revised procedures for the sale of land held by the State under tax deed. The process allows the Board to consider accepting a bid in an amount less than the lien amount from an adjoining property owner.

In 2014, this property was deeded to the State of Arizona in care of the Board of Supervisors because the previous owner had not paid property taxes for seven consecutive years. The parcel was included in the Board's August 4, 2015, property tax sale/auction of all properties that were deeded to the State by the County Treasurer in 2014; however, no one submitted a bid on the property. The property was later added to a list of State-owned properties that is comprised of all previous State-owned properties that did not sell at previous Board property tax sales/auctions.

The subject property is located at 718 N. San Pedro Road, Hayden, Arizona, and it contains a small vacant house. When posting signs at the subject property, the Treasurer noted that the house is a fire hazard as are other vacant houses in the immediate area.

Evaluation

A sealed bid has been submitted by an owner of property that adjoins the subject property. Proof of adjoining ownership was submitted at the time the sealed bid was submitted as required by Gila County's process for the sale of State-owned land.

If the Board of Supervisors accepts the bid, the property will go back on the County's tax rolls.

Conclusion

The Board of Supervisors needs to determine if the sealed bid offer should be accepted.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-116, that is owned by the State of Arizona in care of the Board of Supervisors. **(Marian Sheppard)**

Attachments

Information for parcel number 101-07-116

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **9 th / 16 th** day of **April, 2014** notice according to law was published in the **ARIZONA SILVER BELT**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **July, 2014**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101 07 116** ACCOUNT NUMBER: **R000928**

DESCRIBED AS : **Lot 5 Block 21 of Hayden Twns , According to the plat thereof of record as Map #170, Fee # 218735 in the office of the County Recorder of Gila County, Arizona**

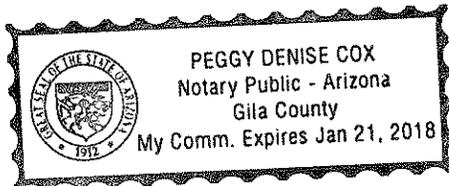
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **November, 2014**.

Debora Savage

Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **November, 2014** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox

Notary Public
My Commission Expires: **1-21-2018**

Gila County Property Report

Thursday, December 18, 2014

Account #: R00000232 Parcel #: 101-07-116 - Appraisal Year : 2014
 Acct Type : Residential Tax District : 4160 Map #: 07 Parcel Size : 0.11 acres

Owner Name and Address :

CRUZ AMPARO L
 C/O STELLA MANRIQUEZ
 PO BOX 104
 HAYDEN AZ 85135

Property Location :

718 N SAN PEDRO RD No #
 HAYDEN AZ 85135-0000 MH Space

Business/Complex :**Property Sales History**

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
3/15/1998	3/15/1998	230	59	WD	\$0.00	LOPEZ YNEZ V	CRUZ AMPARO L
11/21/2014	11/21/2014	-	-	TRD	\$0.00	CRUZ AMPARO L	STATE OF ARIZONA

Legal Description :

HAYDEN TWNS LOT 5 BLK 21

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Low	550	1915

Valuation:

Value Method:	Assr Ovrd	Full Cash Value (FCV):	\$4,328.00	Use Code:	0111
		Limited Value (LPV):	\$4,328.00	Property Use:	0111-SFR-010-1 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	\$433.00		
		Assessed LPV:	\$433.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

**Cruz Amparo L
C/O Stella Manriquez**

and situated in Gila County, Arizona:

PARCEL # 101 07 116 ACCOUNT # R000928

**Legal Description: Lot 5 Block 21 of Hayden Twns , According to
the plat thereof of record as Map #170, Fee # 218735 in the
office of the County Recorder of Gila County, Arizona**

which on **17 th day of February, 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to
\$ 1,137.96

as represented in Tax Sale Certificate No. **09-031980**

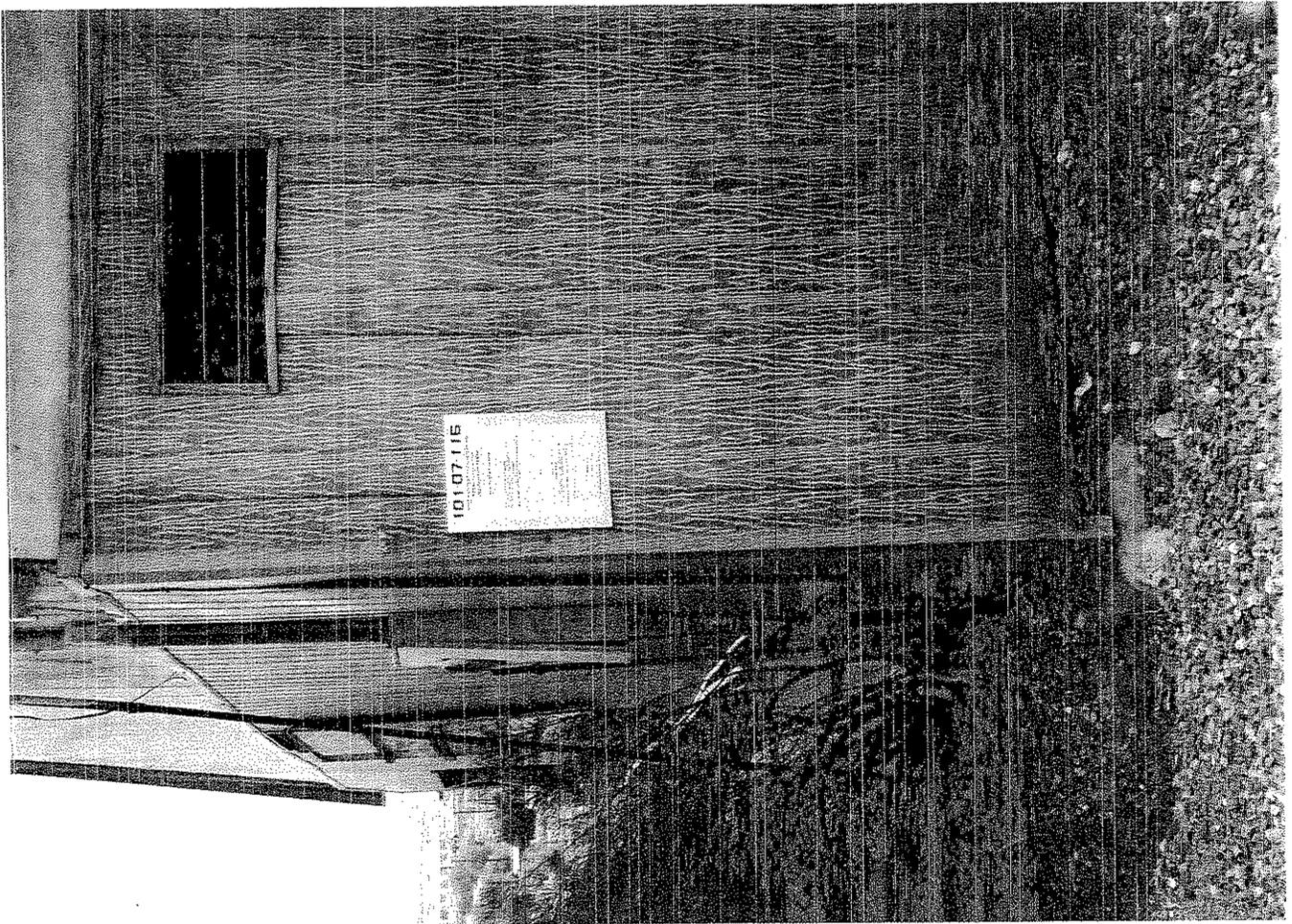
If redemption according to law be not made before the **28 th day of
July, 2014 .**

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

*\$ 1,137.96
50.00 clerk's fee

1,187.96*

Debora Savage
Treasurer of Gila County, Arizona



ARF-3397

Regular Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016 Budgeted?: No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amended project plan and approach for the Copper Administration Building (CAB) Project.

Background Information

On September 30, 2014, the Board of Supervisors approved the purchase of a used 20,160 SF modular structured building to relocate existing County departments and personnel from private leased offices to County owned offices. The County site selected for the modular building was previously used as a maintenance yard and shop. Both the site and the used modular structured building require various improvements and modifications to fulfill their newly designated purpose as the CAB.

On January 27, 2015, the Board of Supervisors approved a \$1.95M financing package with Stifel Nicolaus & Company to finance the purchase, relocation and refurbishment of the CAB.

On September 1, 2015, the Board of Supervisors, upon staff recommendation, tabled an agenda item to award a contract for interior renovation of the CAB. During an earlier meeting to review the status of the CAB Project, the new Deputy County Manager, the Finance Director and the new Public Works Director determined that the \$1.95M budget would be insufficient to complete the project as planned. Subsequently, staff formed a Copper Administration Building Project Team (CABPT) for the purpose of evaluating the options with respect to the completion of the project on time and within a revised budget.

On September 29, 2015, CABPT presented two options to the Board of Supervisors as the result of their extensive review of available avenues to deliver the project at a cost which approximates the amount of funding that was initially made available when the project was first conceived, and to deliver the project as soon as practicable.

Evaluation

In evaluating the options, the CABPT considered the objectives that the Board of Supervisors had set for the project. Those objectives are: 1) to deliver a project as soon as is practicable so that the County can vacate rented space that carries a significant cost; and, 2) to deliver the project at a cost which approximates the amount of funding that was made available when the project was first conceived.

OBJECTIVE (1): In completing the analysis, the CABPT evaluated several options and reduced them to the two (2) most viable. Option "A" would be to proceed on the path we are presently on, but secure the services of a Construction Manager. This would require considerable additional time and could jeopardize a reasonable completion date. A Construction Manager would serve as the County's representative during the life of the project.

Option "B" would be to utilize the Job Order Contract (JOC) model of construction management and administration. The CABPT believes the JOC model would be the most beneficial to the County because the Arizona Department of Administration State Procurement Office (ADSPO) already has a JOC model which is employed by multiple counties in the State of Arizona. ADSPO awarded a contract to The Gordian Group to create a JOC Model of Construction for the State of Arizona and provide the subsequent consultation for the program. A JOC program consists of a list of qualified contractors, which have been issued JOC contracts by ADSPO and under the State's procurement protocols, agreeing to be bound by a uniform pricing schedule for all facets of a project. The CABPT believes that using the State's JOC model will be more cost effective than Option "A." The CABPT believes that utilizing Option "B" eliminates costly change orders, provides for value engineering, and will increase the probability of delivering a project that will be fully functional and on time.

OBJECTIVE (2): The CABPT spent considerable time fine tuning and revising the original cost estimate. The CABPT is fairly confident that, even without input from contracting professionals, a revised cost estimate will be approximately \$1.2M in excess of the \$1.95M available. The primary contributing factor in the discrepancy between the initial estimate and a revised estimate relates to the level of refurbishment to the interior of the modular building. The initial estimate was made with the understanding that the building could be used "as is," without significant modification. During the design phase of the project it was determined by the proposed occupants of the building that the offices and spaces as configured would not meet their needs. Efficient and effective use of the building could only be achieved through a complete internal demolition and rebuild. Additionally, the amount originally estimated for site preparation and engineering was significantly less than the amount currently estimated. The CABPT determined that regardless of whether the Board chooses Option "A" (Construction Manager) or Option "B" (Job Order Contract), the previously completed project cost estimate is significantly understated, and consequently, Objective (2) will not be achieved.

However, the CABPT also believes that utilizing Option "B" eliminates costly change orders, provides for value engineering, and will increase the probability of delivering a project that will be fully functional and within a revised budget.

Conclusion

The CABPT has concluded that the most viable, direct route of accomplishing the County's objectives in completing the CAB to help mitigate the County's need to lease costly private office space on time and within a revised budget, is by approving Option "B" utilizing the JOC method of construction.

Further, staff has identified two (2) sources of funds in the adopted 2015/2016 Budget to pay for the estimated additional \$1.2M to implement the CAB Project. One source is \$885,000 in the General Fund Contingency and the second is \$3.557M in Capital Projects Reserves. Staff has concluded that the most logical source would be from the Capital Projects Reserves.

The CABPT concludes that the Board should reject all construction bids for the Copper Administration Building Renovation Project previously submitted. At the Board of Supervisors' September 1, 2015 Regular Meeting, the Board unanimously voted to "table" any action to award a contract for this project.

Recommendation

Staff recommends the following actions: 1) Reject all bids submitted for the Copper Administration Building Renovation Project, which was tabled at the Board's Regular Meeting on September 1, 2015; 2) Approve Option "B" utilizing the Job Order Contract method of construction; 3) Approve a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building Remodel Project; 4) Instruct staff to replenish the Capital Projects Reserves fund as soon as reasonably possible; and, 5) Endorse the continuation of the Copper Administration Building Project Team's involvement for the duration of the project.

Suggested Motion

Information/Discussion/Action to: 1) Reject all bids submitted for the Copper Administration Building Renovation Project, which item was tabled at the Board's Regular Meeting of September 1, 2015; 2) Approve Option "B" utilizing the Job Order Contract method of construction; 3) Approve a budget amendment transferring \$1.2M from Capital Projects Reserves to the Copper Administration Building Remodel Project; 4) Instruct staff to replenish the Capital Projects Reserves fund as soon as reasonably possible; and, 5) Endorse the continuation of the Copper Administration Building Project Team's involvement for the duration of the project. **(Jeff Hassenius and Steve Sanders)**

Attachments

Option "A"

Option "B"

Expenses Worksheet

OPTION "A"

1. Hire a Construction Manager

Per Bureau of Labor Statistics: May 2014

Percentile	10%	25%	50% (Median)	75%	90%
Hourly Wage	\$24.51	\$31.42	\$41.17	\$54.98	\$72.23
Annual Wage	\$50,990	\$65,350	\$85,630	\$114,360	\$150,250

2. Time Line to Hire a Construction Manager (CM):

HIRE A CONSTRUCTION MANAGER (CM) OPTION "A"	
PREPARE SCOPE OF WORK AND PREPARE REQUEST FOR PROPOSALS TO HIRE A CONSTRUCTION MANAGER (CM)	October 06, 2015 through November 04, 2015
ADVERTISEMENT TO PAPER	Wednesday, November 04, 2015
ADVERTISEMENT #1	Wednesday, November 11, 2015
ADVERTISEMENT #2	Wednesday, November 18, 2015
MANDATORY WALK THROUGH	Monday, November 30, 2015
FINAL QUESTIONS DUE BY	Wednesday, December 09, 2015
FINAL ANSWER FROM COUNTY TO QUESTIONS DUE BY	Friday, December 11, 2015
BIDS DUE	Wednesday, December 16, 2015
BOARD APPROVAL OF AWARD	Tuesday, January 12, 2016

3. Time Line to issue Invitations for Bid: (Approximate)

3-4 weeks to prepare Invitation for Bid

2 weeks to advertise in local newspaper

1 week from last advertisement to hold pre-bid walk through

1-2 weeks for final questions

1 week for County to answer final questions

1 week from final questions answered to submit bids

2 weeks from bid submittal due date to award

10 days from award date for contractor to submit bonds and insurance certs

1-2 weeks from award date for Owner to issue Notice to Proceed

TOTAL: 14-15 Weeks +/- to begin project

ESTIMATED COST FOR A CONSTRUCTION MANAGER: \$112,500.00 Based on the Bureau of Labor Statistics May 2014 report using the 50% rate, adding a 35% labor burden, and multiplying that total by 253 days for project from October 1, 2015 thru September 30, 2016. The 253 days is accounting for weekends and holidays during 10-01-15 thru 09-30-16. **(Does not include cost for any per diem or travel expense).**

Pursuant to A.R.S. §41-2533(E), "Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter". This eliminates the possibility for negotiating a bid that has been obtained through the Invitation for Bid process, which in turn eliminates the possibility for value engineering.

Paragraph G of this statute does state the following: "The contract shall be awarded 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 Bids. If all bids for a construction project exceed available monies, as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such monies by more than 5%, the director may, in situations in which time or economic considerations preclude re-solicitation or work of a reduced scope, negotiate an adjustment of the bid price, including changes in the bid requirements with the low responsible and responsible bidder to bring the bid within the amount of available monies".

OPTION “B”

1. JOC Contracting:
2. Gordian Group has a contract with Procure Arizona – Contract #ADSPO10-000406

GORDIAN PROCESS:

1. The State Procurement Office has issued Job Order Contracting (JOC) contracts to 13 General Contractors and 17 Mechanical/Plumbing/Electrical Contractors through their IFB process. The County would select a contractor from the approved list of Contractors which have contracted with the State. A Joint Scope Meeting would then be held at the project site to allow the Owner (County) and Contractor to agree on the details of the scope of work. This meeting allows the Contractor to inspect the site and ask questions before submitting a Price Proposal. This action is designed to help eliminate the misunderstandings and mistakes that lead to most change orders. This process allows for value engineering to be discussed and results in a more cost-effective project.
2. The Gordian Group was the successful bidder to a Request for Proposals issued by the State Procurement Office to implement and administer a JOC program for them. The Gordian Group will help the Owner prepare a detailed scope of work that describes the work the contractor will perform. The detailed scope of work will be sent, along with the Request for Proposal from The Gordian Group, to the Contractor.
3. The Contractor prepares a proposal based on the Gordian’s Construction Task Catalog. Cost is determined through the following equation:
Task Unit Price x Required Quantities x Contractor’s Competitively-Bid Adjustment Factor. Per the State issued contracts to the Contractors the 5% cost for The Gordian Group’s services is structured into the Contractors pricing in the following way.: JOC System License Fee: 1.95% of the value of the work; Job Order Development Fee: 3.05% of the value of the work.
4. The Gordian Group will review the price proposal and construction schedule in advance of submitting it to Owner for review, to ensure that all tasks, value engineering and quantities have been addressed properly using the correct Task Catalog pricing.
5. Once the Owner is completely satisfied with the price proposal, construction schedule, value engineering and proposed subcontractors, Owner requests final bonds and certificates of insurance, and issues a Notice to Proceed and a Purchase Order.

From Step 1 to Step 5, time line is approximately 30 days to the time the County issues a P.O. for the work to commence.

in a fraction of the time that you normally spend to procure a project.



ADVANTAGES TO USING JOC THROUGH THE GORDIAN GROUP:

1. Fixed unit pricing – no negotiated change orders. Any supplemental work is still priced out of the Construction Task Catalog at the unit pricing locked into at date of P.O. issuance.
2. Allows for value engineering.
3. Single turn-key for solution for multi-trade projects.
4. Reduced procurement time and administrative costs.
5. Increased construction quality by allowing access to reputable contractors.
6. Expert field personnel will review proposal on Owner’s behalf to ensure accuracy of line items and quantities.
7. Owner receives audit worthy proposal.

TOTAL: 30 Days +/- to begin project

COPPER ADMINISTRATION BUILDING PROJECT AT 1350 E. Monroe Street in Globe

9/2/2015 9/3/2015 9/8/2015 9/24/2015

VENDOR	DESCRIPTION	CONTRACT NUMBER	AMOUNT OF		Balance of Contract	Balance of Contract	Balance of Contract	Balance of Contract
			CONTRACT/OR WORK	Invoiced Amt.				
Speedie & Associates	Compaction Testing for Pads	102814	\$ 670.00	\$ 375.00	\$ 295.00	\$ 295.00	\$ 295.00	\$ 295.00
DJ'S Companies	Porta John Rental & Service	100814-1 contract changed	\$ 4,949.60	\$ 827.86	\$ 1,588.74	\$ 1,588.74	\$ 1,588.74	\$ 1,588.74
Earthquest Plumbing	Service Camera Lines	10515	\$ 200.00	\$ 200.00	\$ -			
Bridgers & Paxton Engineers	Electrical Engineering Design	110414	\$ 2,506.00	\$ 1,879.50	\$ 626.50	\$ 626.50	\$ 626.50	\$ 626.50
Modular Solutions	Used Modular Building	GS07F0199L	\$ 482,094.87	\$ 433,711.25	contract complete			
City of Globe	Procurement of Services and/or Goods	Globe IGA111414	\$ 50,000.00	\$ 3,366.34	\$ 46,633.66	\$ 46,633.66	\$ 46,633.66	\$ 46,633.66
Copper State Sanitation	Roll Off Dumpster Service	12715	\$ 18,000.00	\$ 3,419.07	contract complete			
EPS Group	Civil Engineering Design	13015	\$ 54,366.85	\$ 46,123.81	\$ 8,243.04	\$ 8,483.04	\$ 8,483.04	\$ 8,243.04
Pueblo Mechanical	HVAC Design	14G-PMAC2-0903	\$ 13,550.01	\$ 13,550.01	\$ -			
Custom Roofing Company, Inc.	Roofing Membrane, Copper Admin	121014-2	\$ 129,385.45	\$ 116,446.91	\$ 12,938.54	\$ 12,938.54	\$ 12,938.54	\$ 12,938.54
DD Haught Inc.	Install Fire Hydrant	31015	\$ 15,729.74	\$ 15,729.74	\$ -			
Misc. CC Expenses	cc charges for this project to-date		\$ -	\$ 646.01	\$ -			
AZ Silver Belt	Advertising Bid Requests to-date		\$ -	\$ 124.10	\$ -			
Known Totals	Known Contracts and Expenses To-Date		\$ 771,452.52	\$ 636,399.60	\$ 70,325.48	\$ 70,565.48	\$ 70,565.48	\$ 70,325.48

Still need expenses for:	Planned Contract Expenses for Continuation of Project				
Interior Remodel	SD Crane bid amount	\$ 1,038,000.00	\$ 1,038,000.00	\$ 1,038,000.00	\$ 1,038,000.00
Site Work	EPS Engineers estimate minus stairs \$18,750; use asphalt instead of concrete driveway minus \$75,000	\$ 609,000.00	\$ 609,000.00	\$ 515,721.00	\$ 515,721.00
Electrical site work	underground conduit, poles - set electrical site next to SES of Courthouse across driveway	\$ 170,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00
Sewer / Water	not in the site work under EPS estimate-plumber estimate including fire riser hook-up	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
I. T. installation	underground conduit move, server, and inside cabling, by Gila County	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Fuel Station Move	electrical, piping, pad, fire Marshall state fee, move tank	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Exterior Paint or New Siding	depending upon product used	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Building Security	quote from Stanley to conform with rest of the security in the County buildings	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Construction Manager	approx. 9 month contract (JOC approx \$109,839 5% of all costs they would oversee)	\$ 75,000.00	\$ 75,000.00	\$ 112,494.00	\$ 112,494.00
10% Contingency	10% of known contracts and needs estimates	\$ 230,783.00	\$ 225,256.55	\$ 219,678.05	\$ 219,654.05
Approximate Totals of New Expenses		\$ 2,473,108.48	\$ 2,477,822.03	\$ 2,416,458.53	\$ 2,416,194.53
Estimate additional expenses to-date		\$ 2,473,108.48	\$ 2,477,822.03	\$ 2,416,458.53	\$ 2,416,194.53
Plus Amounts already expensed to-date		\$ 631,380.06	\$ 636,484.60	\$ 636,159.60	\$ 636,399.60
Total Est Amount of Project		\$ 3,104,488.54	\$ 3,114,306.63	\$ 3,052,618.13	\$ 3,052,594.13
Borrowed Money		\$ 1,950,000.00	\$ 1,950,000.00	\$ 1,950,000.00	\$ 1,950,000.00
Cost Overrun Estimate		\$ 1,154,488.54	\$ 1,164,306.63	\$ 1,102,618.13	\$ 1,102,594.13

ARF-3404

Regular Agenda Item 3. L.

Regular BOS Meeting

Meeting Date: 10/06/2015

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

Department: Clerk of the Board of Supervisors

Fiscal Year: 2015-2016 Budgeted?: Yes

Contract Dates 150 Calendar Grant?: No

Begin & End: Days from Notice
to Proceed

Matching No Fund?: New

Requirement?:

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.

At their September 1, 2015 Regular Meeting the Board of Supervisors tabled this item pending a further review of the overall total project cost. Subsequently, a staff Copper Administration Building Project Team (CABPT) was formed to review the project schedule, construction management and total project costs. The CABPT report and recommendation was considered by the Board at their September 29, 2015 Work Session and is on the Board's October 6, 2015 Regular Meeting Agenda for action.

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.

The Copper Administration Building Project Team has reviewed the overall project time line, construction management and total projected costs and determined that the bid should not be awarded at this time.

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, and authorize the Chairman's signature on the award contract in the amount of \$1,038,00.

Upon further review by the Copper Administration Building Project Team it is recommended that all bids be rejected to allow the Board to proceed with the Job Order Contracting method of project implementation.

Suggested Motion

Information/Discussion/Action to reject all bids related to IFB No. 032315-1 for the Copper Administration Building Interior Renovation Project allowing the Board to proceed with the Job Order Contracting method of project implementation. **(Jeff Hessenius and Steve Sanders)**

Attachments

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

Bayley Construction

Approval as to Form



GILA COUNTY
GENERAL PROVISIONS

TABLE OF CONTENTS

SECTION 01: NOTIFICATION TO BIDDERGP6-7

SECTION 10: DEFINITION OF TERMSGP8-13

SECTION 20: PROPOSAL REQUIREMENTS AND CONDITIONSGP14-17

- 20-03 CONTENTS OF PROPOSAL FORMS
- 04 ISSUANCE OF PROPOSAL FORMS
- 05 ALLOWANCES
- 06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- 07 PREPARATION OF PROPOSAL
- 08 IRREGULAR PROPOSALS
- 09 PROPOSAL GUARANTY
- 10 DELIVERY OF PROPOSAL
- 11 WITHDRAWAL OR REVISION OF PROPOSALS
- 12 PUBLIC OPENING OF PROPOSALS
- 13 DISQUALIFICATION OF BIDDERS
- 14 PROTESTS

SECTION 30: AWARD AND EXECUTION OF CONTRACTGP18-19

- 30-01 CONSIDERATION OF PROPOSALS
- 02 AWARD OF CONTRACT
- 03 CANCELLATION OF AWARD
- 04 RETURN OF PROPOSAL GUARANTY
- 05 REQUIREMENTS OF CONTRACT BONDS
- 06 EXECUTION OF CONTRACT
- 07 APPROVAL OF CONTRACT
- 08 FAILURE TO EXECUTE CONTRACT

SECTION 40: SCOPE OF WORKGP20-21

- 40-01 INTENT OF CONTRACT
- 02 CHANGES TO THE WORK
- 03 OMITTED ITEMS
- 04 EXTRA WORK
- 05 MAINTENANCE OF TRAFFIC
- 06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK
- 07 FINAL CLEANING UP

SECTION 50: CONTROL OF WORKGP22-28

- 50-01 AUTHORITY OF THE OWNER
 - 02 CONFORMITY WITH PLANS AND SPECIFICATIONS
 - 03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS
 - 04 COOPERATION OF CONTRACTOR
 - 05 COOPERATION BETWEEN CONTRACTOR
 - 06 CONSTRUCTION LAYOUT AND STAKES
 - 07 AUTOMATICALLY CONTROLLED EQUIPMENT
 - 08 AUTHORITY AND DUTIES OF INSPECTORS
 - 09 INSPECTION OF THE WORK
 - 10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK
 - 11 LOAD RESTRICTIONS
 - 12 MAINTENANCE DURING CONSTRUCTION
 - 13 FAILURE TO MAINTAIN THE WORK
 - 14 PARTIAL ACCEPTANCE
 - 15 FINAL ACCEPTANCE
 - 16 CLAIMS FOR ADJUSTMENT AND DISPUTES
 - 17 GUARANTEE OF WORK (ADDITIONAL)
 - 18 CONSTRUCTION SCHEDULE
 - 19 NEGOTIATIONS WITH INDIVIDUAL CONTRACTORS

SECTION 60: CONTROL OF MATERIALGP29-31

- 60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS
 - 02 SAMPLES, TESTS, AND CITED SPECIFICATIONS
 - 03 CERTIFICATION OF COMPLIANCE
 - 04 PLANT INSPECTION
 - 05 OWNER'S ENGINEER'S FIELD OFFICE AND LABORATORY
 - 06 STORAGE OF MATERIALS
 - 07 UNACCEPTABLE MATERIALS
 - 08 OWNER-FURNISHED MATERIALS

SECTION 70: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC.....GP32-37

- 70-01 LAWS TO BE OBSERVED
 - 02 PERMITS, LICENSES, AND TAXES
 - 03 PATENTED DEVICES, MATERIALS, AND PROCESSES
 - 04 RESTORATION OF SERVICES DISTURBED BY OTHERS
 - 05 SANITARY, HEALTH, AND SAFETY PROVISIONS
 - 06 PUBLIC CONVENIENCE AND SAFETY
 - 07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS
 - 08 PROTECTION AND RESTORATION OF PROPERTY
 - 09 RESPONSIBILITY FOR DAMAGE CLAIMS
 - 10 CONTRACTOR'S INSURANCE
 - 11 THIRD PARTY BENEFICIARY CLAUSE
 - 12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY
 - 13 CONTRACTOR'S RESPONSIBILITY FOR WORK
 - 14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

- 15 FURNISHING RIGHTS-OF-WAY
- 16 PERSONAL LIABILITY OF PUBLIC OFFICIALS
- 17 NO WAIVER OF LEGAL RIGHTS
- 18 ENVIRONMENTAL PROTECTION

SECTION 80: PROSECUTION AND PROGRESSGP38-42

- 80-01 SUBLETTING OF CONTRACT
 - 02 NOTICE TO PROCEED
 - 03 PROSECUTION AND PROGRESS
 - 04 CONSTRUCTION LIMITS
 - 05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT
 - 06 TEMPORARY SUSPENSION OF THE WORK
 - 07 DETERMINATION AND EXTENSION OF CONTRACT TIME
 - 08 FAILURE TO COMPLETE ON TIME
 - 09 DEFAULT AND TERMINATION OF CONTRACT
 - 10 TERMINATION FOR NATIONAL EMERGENCIES

SECTION 90: MEASUREMENT AND PAYMENT.....GP43-47

- 90-01 MEASUREMENT AND PAYMENT
 - 02 RETAINAGE
 - 03 CHANGE ORDERS
 - 04 ALLOWANCES
 - 05 SCHEDULE OF VALUES
 - 06 CONSTRUCTION AND PROGRESS SCHEDULES
 - 07 ACCEPTANCE AND FINAL PAYMENT

SPECIAL PROVISIONS:GP48-50

- PROPOSED WORK
- GENERAL REQUIREMENTS
- AS-BUILTS
- CONSTRUCTION LIMITS
- MEETINGS
- CONFLICTING UTILITY SYSTEMS
- UTILITY SHUTDOWNS

TECHNICAL SPECIFICATIONS: SEE TECHNICAL SPECIFICATIONS W/ DRAWINGS

CONTRACT FORMSGP52-74

- 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 (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. 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

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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.

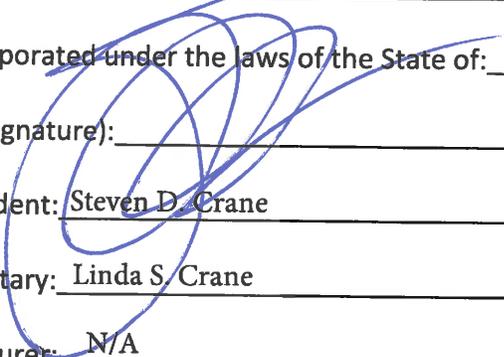
If by a Corporation:

(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

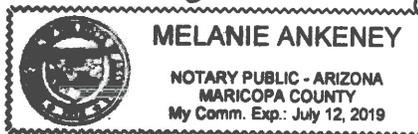
Subscribed and sworn to before me

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

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

JBJ 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

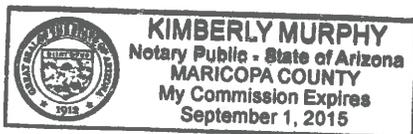
Steven D. Crane

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 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. 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:

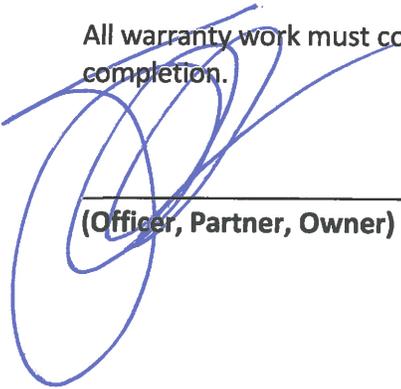
COPPER ADMIN BUILDING, INTERIOR RENOVATION

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 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.

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.

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		

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 Da01 - Certification of Documents Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5592

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)		
GRAND TOTALS									

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

TABLE OF CONTENTS

SECTION 01: NOTIFICATION TO BIDDERGP6-7

SECTION 10: DEFINITION OF TERMSGP8-13

SECTION 20: PROPOSAL REQUIREMENTS AND CONDITIONSGP14-17

- 20-03 CONTENTS OF PROPOSAL FORMS
- 04 ISSUANCE OF PROPOSAL FORMS
- 05 ALLOWANCES
- 06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- 07 PREPARATION OF PROPOSAL
- 08 IRREGULAR PROPOSALS
- 09 PROPOSAL GUARANTY
- 10 DELIVERY OF PROPOSAL
- 11 WITHDRAWAL OR REVISION OF PROPOSALS
- 12 PUBLIC OPENING OF PROPOSALS
- 13 DISQUALIFICATION OF BIDDERS
- 14 PROTESTS

SECTION 30: AWARD AND EXECUTION OF CONTRACTGP18-19

- 30-01 CONSIDERATION OF PROPOSALS
- 02 AWARD OF CONTRACT
- 03 CANCELLATION OF AWARD
- 04 RETURN OF PROPOSAL GUARANTY
- 05 REQUIREMENTS OF CONTRACT BONDS
- 06 EXECUTION OF CONTRACT
- 07 APPROVAL OF CONTRACT
- 08 FAILURE TO EXECUTE CONTRACT

SECTION 40: SCOPE OF WORKGP20-21

- 40-01 INTENT OF CONTRACT
- 02 CHANGES TO THE WORK
- 03 OMITTED ITEMS
- 04 EXTRA WORK
- 05 MAINTENANCE OF TRAFFIC
- 06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK
- 07 FINAL CLEANING UP

SECTION 50: CONTROL OF WORKGP22-28

- 50-01 AUTHORITY OF THE OWNER
 - 02 CONFORMITY WITH PLANS AND SPECIFICATIONS
 - 03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS
 - 04 COOPERATION OF CONTRACTOR
 - 05 COOPERATION BETWEEN CONTRACTOR
 - 06 CONSTRUCTION LAYOUT AND STAKES
 - 07 AUTOMATICALLY CONTROLLED EQUIPMENT
 - 08 AUTHORITY AND DUTIES OF INSPECTORS
 - 09 INSPECTION OF THE WORK
 - 10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK
 - 11 LOAD RESTRICTIONS
 - 12 MAINTENANCE DURING CONSTRUCTION
 - 13 FAILURE TO MAINTAIN THE WORK
 - 14 PARTIAL ACCEPTANCE
 - 15 FINAL ACCEPTANCE
 - 16 CLAIMS FOR ADJUSTMENT AND DISPUTES
 - 17 GUARANTEE OF WORK (ADDITIONAL)
 - 18 CONSTRUCTION SCHEDULE
 - 19 NEGOTIATIONS WITH INDIVIDUAL CONTRACTORS

SECTION 60: CONTROL OF MATERIALGP29-31

- 60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS
 - 02 SAMPLES, TESTS, AND CITED SPECIFICATIONS
 - 03 CERTIFICATION OF COMPLIANCE
 - 04 PLANT INSPECTION
 - 05 OWNER'S ENGINEER'S FIELD OFFICE AND LABORATORY
 - 06 STORAGE OF MATERIALS
 - 07 UNACCEPTABLE MATERIALS
 - 08 OWNER-FURNISHED MATERIALS

SECTION 70: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC.....GP32-37

- 70-01 LAWS TO BE OBSERVED
 - 02 PERMITS, LICENSES, AND TAXES
 - 03 PATENTED DEVICES, MATERIALS, AND PROCESSES
 - 04 RESTORATION OF SERVICES DISTURBED BY OTHERS
 - 05 SANITARY, HEALTH, AND SAFETY PROVISIONS
 - 06 PUBLIC CONVENIENCE AND SAFETY
 - 07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS
 - 08 PROTECTION AND RESTORATION OF PROPERTY
 - 09 RESPONSIBILITY FOR DAMAGE CLAIMS
 - 10 CONTRACTOR'S INSURANCE
 - 11 THIRD PARTY BENEFICIARY CLAUSE
 - 12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY
 - 13 CONTRACTOR'S RESPONSIBILITY FOR WORK
 - 14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

- 15 FURNISHING RIGHTS-OF-WAY
- 16 PERSONAL LIABILITY OF PUBLIC OFFICIALS
- 17 NO WAIVER OF LEGAL RIGHTS
- 18 ENVIRONMENTAL PROTECTION

SECTION 80: PROSECUTION AND PROGRESSGP38-42

- 80-01 SUBLETTING OF CONTRACT
 - 02 NOTICE TO PROCEED
 - 03 PROSECUTION AND PROGRESS
 - 04 CONSTRUCTION LIMITS
 - 05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT
 - 06 TEMPORARY SUSPENSION OF THE WORK
 - 07 DETERMINATION AND EXTENSION OF CONTRACT TIME
 - 08 FAILURE TO COMPLETE ON TIME
 - 09 DEFAULT AND TERMINATION OF CONTRACT
 - 10 TERMINATION FOR NATIONAL EMERGENCIES

SECTION 90: MEASUREMENT AND PAYMENT.....GP43-47

- 90-01 MEASUREMENT AND PAYMENT
 - 02 RETAINAGE
 - 03 CHANGE ORDERS
 - 04 ALLOWANCES
 - 05 SCHEDULE OF VALUES
 - 06 CONSTRUCTION AND PROGRESS SCHEDULES
 - 07 ACCEPTANCE AND FINAL PAYMENT

SPECIAL PROVISIONS:GP48-50

- PROPOSED WORK
- GENERAL REQUIREMENTS
- AS-BUILTS
- CONSTRUCTION LIMITS
- MEETINGS
- CONFLICTING UTILITY SYSTEMS
- UTILITY SHUTDOWNS

TECHNICAL SPECIFICATIONS: SEE TECHNICAL SPECIFICATIONS W/ DRAWINGS

CONTRACT FORMSGP52-74

- 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 (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. 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

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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:

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

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

CEILING SYSTEMS

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

WALL GYP BD / FINISHING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

PLUMBING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

ELECTRICAL

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

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**

[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. 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:



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 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.

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.)

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5592
Users may obtain validation of this document by requesting a completed AIA Document Da01 - Certification of Documents Authenticity from the Licensee.

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)		
GRAND TOTALS									

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

INDEX

Allowances
Demolition
Submittals Required
Rough Carpentry
FRP Fiber Reinforced Plastic Panels
Bathroom Partitions
ADA Grab Bar Details
Architectural Woodwork
Windows
Doors - General
Hollow Metal Frames
Wood Doors
Entrances and Storefronts
Door Hardware
Hardware Groups
Acoustical Treatment
Resilient Flooring
Carpeting
Painting
Mechanical
Plumbing
Electrical
Lighting

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).

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
INTERIOR RENOVATION**

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.

**COPPER ADMIN BUILDING
INTERIOR RENOVATION**

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: 1.0×10^4 psi per ASTM D790 (7.0 kilogram-force/square millimeter).

Flexural Modulus: 3.1×10^5 psi per ASTM D790 (217.9 kilogram-force/square millimeter).

Tensile Strength: 7.0×10^3 psi per ASTM D 638 (4.9 kilogram-force/square millimeter).

Tensile Modulus: 1.6×10^5 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
INTERIOR RENOVATION**

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**

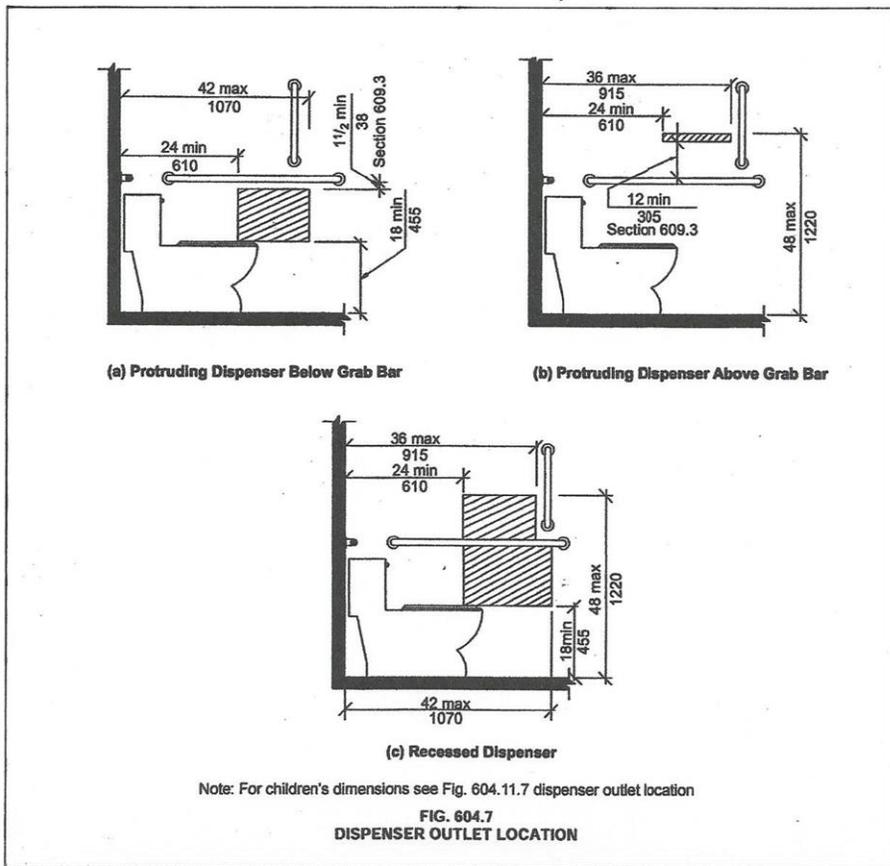
BATHROOM PARTITIONS

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
INTERIOR RENOVATION**

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
INTERIOR RENOVATION**

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
INTERIOR RENOVATION**

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 ² 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"

**COPPER ADMIN BUILDING
INTERIOR RENOVATION**

Yarn Weight: 26 oz./yd²
 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./yd²
 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

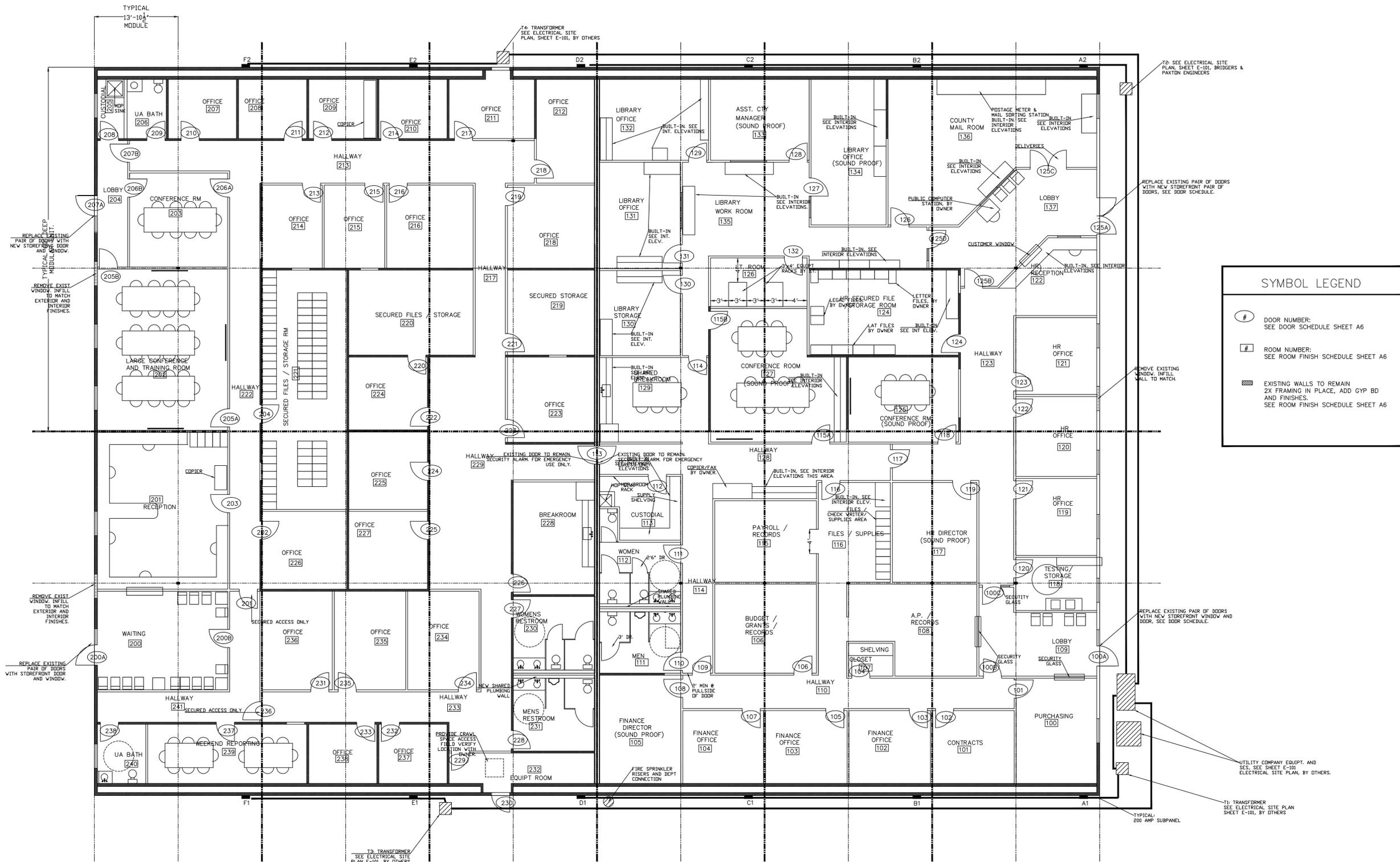
People: 200 People

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 st 50 1/50 for rest		May replace 50% Max WC	1/40 for 1 st 80 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"



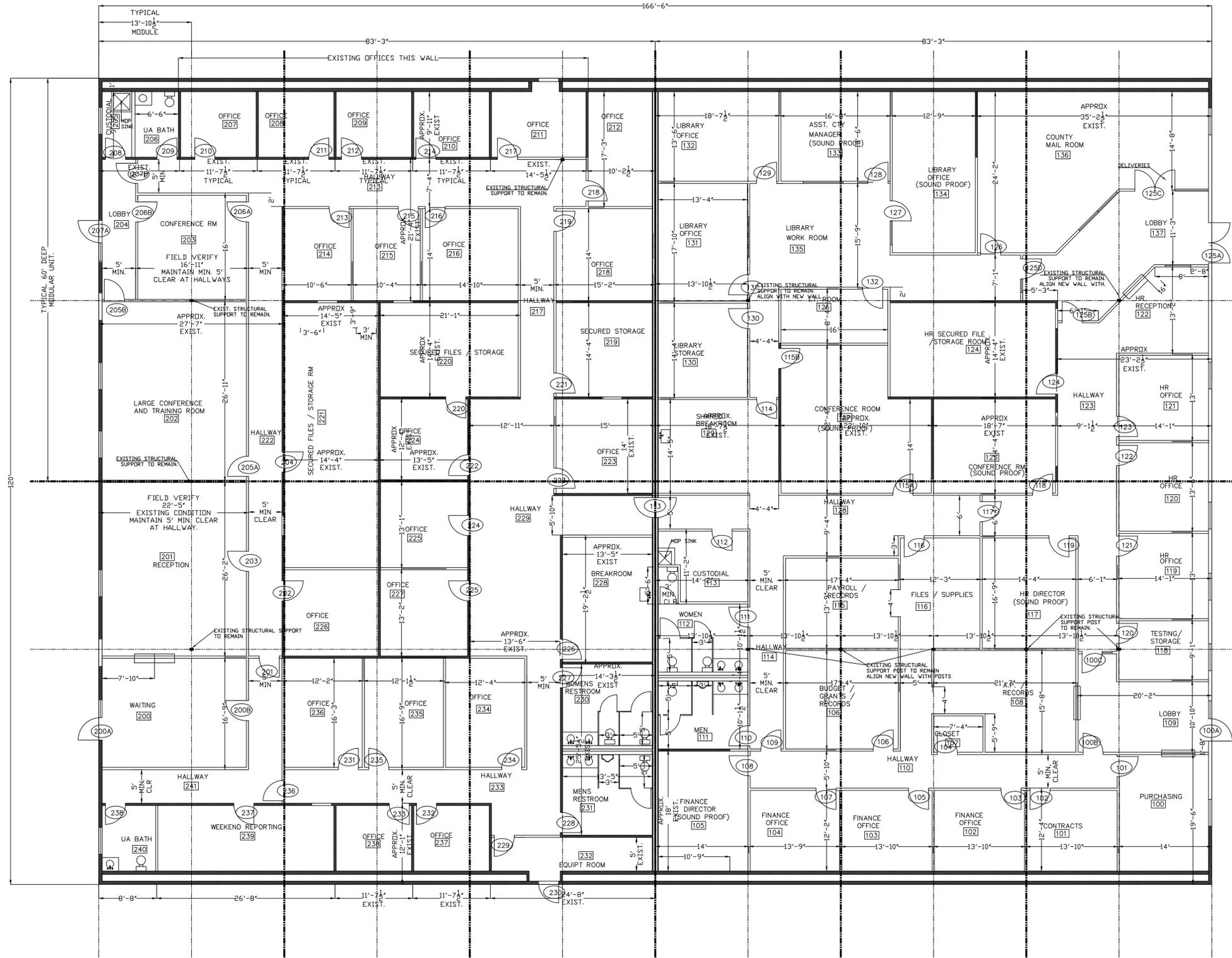
GILA COUNTY
PUBLIC WORKS DEPT.
GLOBE, ARIZONA



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"

GILA COUNTY
 PUBLIC WORKS DEPT.
 GLOBE, ARIZONA

COPPER ADMIN BLDG
 GLOBE, AZ

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.

GILA COUNTY
 PUBLIC WORKS DEPT.
 GLOBE, ARIZONA



COPPER ADMIN BLDG
 GLOBE, AZ

4/20/15
 CARYN PAIGE

A3





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"



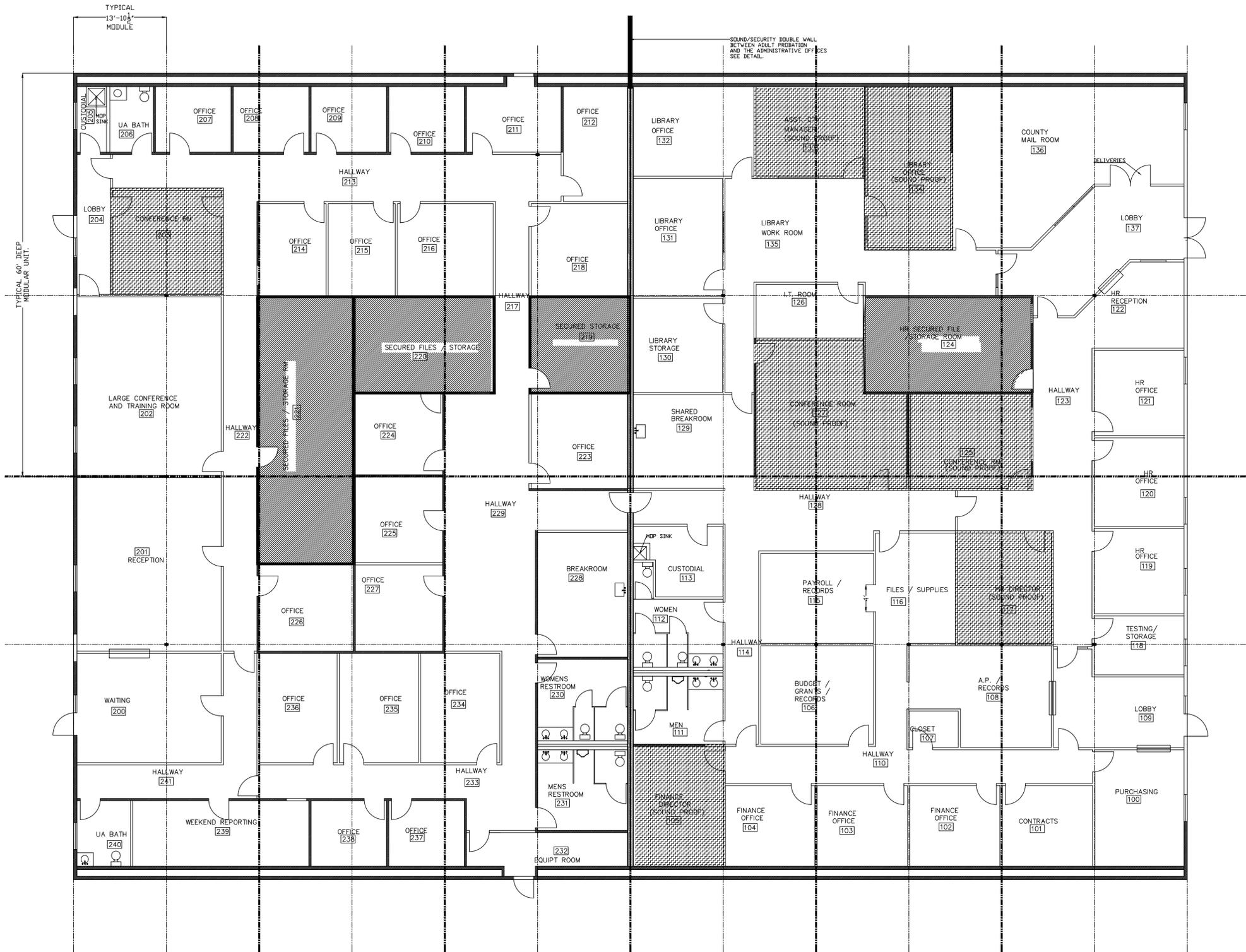
GILA COUNTY
PUBLIC WORKS DEPT.
GLOBE, ARIZONA



COPPER ADMIN BLDG
GLOBE, AZ

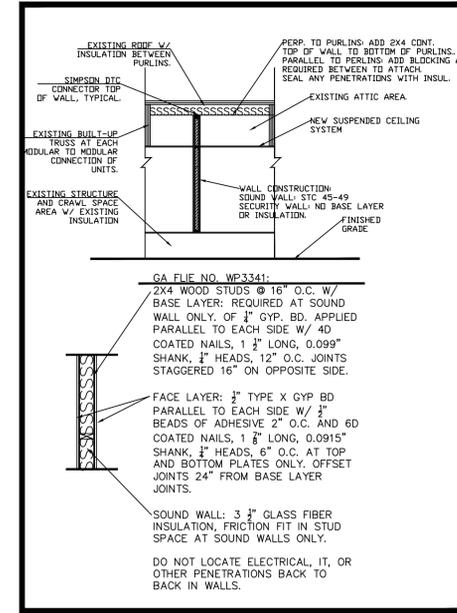
4/20/15
CARYN PAIGE

A4



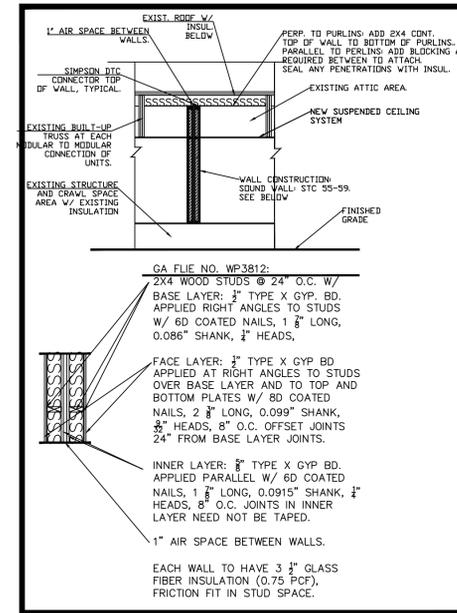
SECURITY / SOUNDPROOF PLAN

SCALE: 1/8" = 1' - 0"



GA FLIE NO. WP3341:
 2X4 WOOD STUDS @ 16" O.C. W/
 BASE LAYER: REQUIRED AT SOUND
 WALL ONLY. OF 1/2" GYP. BD. APPLIED
 PARALLEL TO EACH SIDE W/ 4D
 COATED NAILS, 1 1/2" LONG, 0.099"
 SHANK, 1/2" HEADS, 12" O.C. JOINTS
 STAGGERED 16" ON OPPOSITE SIDE.
 FACE LAYER: 1/2" TYPE X GYP BD
 PARALLEL TO EACH SIDE W/ 1/2"
 BEADS OF ADHESIVE 2" O.C. AND 6D
 COATED NAILS, 1 1/2" LONG, 0.0915"
 SHANK, 1/2" HEADS, 8" O.C. AT TOP
 AND BOTTOM PLATES ONLY. OFFSET
 JOINTS 24" FROM BASE LAYER
 JOINTS.
 SOUND WALL: 3 1/2" GLASS FIBER
 INSULATION, FRICTION FIT IN STUD
 SPACE AT SOUND WALLS ONLY.
 DO NOT LOCATE ELECTRICAL, IT, OR
 OTHER PENETRATIONS BACK TO
 BACK IN WALLS.

SOUND/SECURITY WALL



GA FLIE NO. WP3812:
 2X4 WOOD STUDS @ 24" O.C. W/
 BASE LAYER: 1/2" TYPE X GYP. BD.
 APPLIED RIGHT ANGLES TO STUDS
 W/ 6D COATED NAILS, 1 1/2" LONG,
 0.086" SHANK, 1/2" HEADS.
 FACE LAYER: 1/2" TYPE X GYP. BD.
 APPLIED AT RIGHT ANGLES TO STUDS
 OVER BASE LAYER AND TO TOP AND
 BOTTOM PLATES W/ 8D COATED
 NAILS, 2 1/2" LONG, 0.099" SHANK,
 3/8" HEADS, 8" O.C. OFFSET JOINTS
 24" FROM BASE LAYER JOINTS.
 INNER LAYER: 5/8" TYPE X GYP. BD.
 APPLIED PARALLEL W/ 6D COATED
 NAILS, 1 1/2" LONG, 0.0915" SHANK, 1/2"
 HEADS, 8" O.C. JOINTS IN INNER
 LAYER NEED NOT BE TAPED.
 1" AIR SPACE BETWEEN WALLS.
 EACH WALL TO HAVE 3 1/2" GLASS
 FIBER INSULATION (0.75 PCF).
 FRICTION FIT IN STUD SPACE.

DOUBLE SOUND WALL @ MAIN CENTER WALL

GILA COUNTY
 PUBLIC WORKS DEPT.
 GLOBE, ARIZONA



COPPER ADMIN BLDG
 GLOBE, AZ

4/20/15
 CARYN PAIGE

A5

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

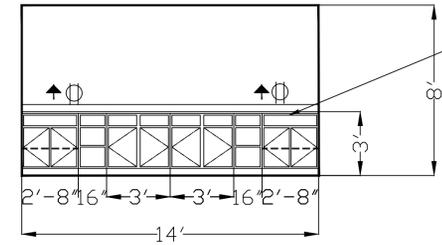
HARDWARE GROUP		H.M.	HOLLOW METAL
1	OFFICE	S.C.	SOLID CORE WOOD
2	STORAGE		
3	RESTROOM		
4	CONFERENCE ROOM		
5	HALLWAY		

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'	PAINTED G.B. ABOVE C.T. TO CEILING
112	WOMENS RESTROOM	C.T.	C.T.	G.B./PAINT	C.T. TO 6' AFF	G.B./PAINT	C.T. TO 6' AFF	ACT	8'	PAINTED G.B. ABOVE C.T. TO CEILING	
113	CUSTOMAL	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'	FRP PANELS TO 6' AFF AT MOP SINK
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'	

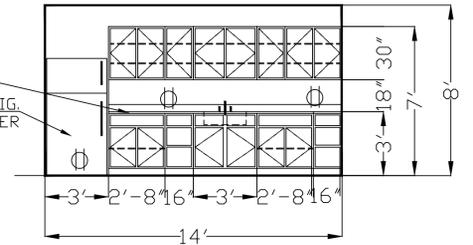
SEE TECHNICAL SPECIFICATIONS FOR PRODUCT INFORMATION

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)		

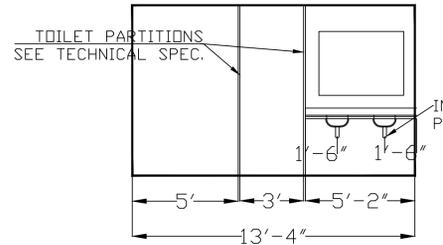
ROOM FINISH SCHEDULE											
ROOM NO.	ROOM NAME	FLOOR				WALL FINISH				CEILING	
		FINISH	BASE	NORTH	SOUTH	EAST	WEST	FINISH	HEIGHT	REMARKS	
200	WAITING	VCT	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	ACT	8'	
201	RECEPTION	CARPET	VINYL	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	G.B./PAINT	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											



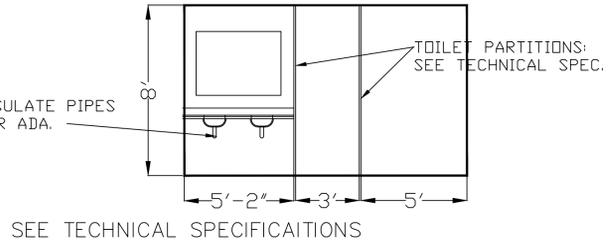
CONFERENCE RM 127
SCALE: 1/4"=1'-0"



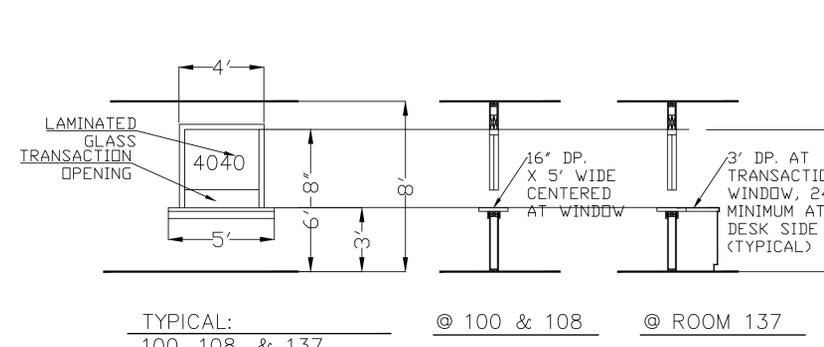
BREAKROOM 129
SCALE: 1/4"=1'-0"



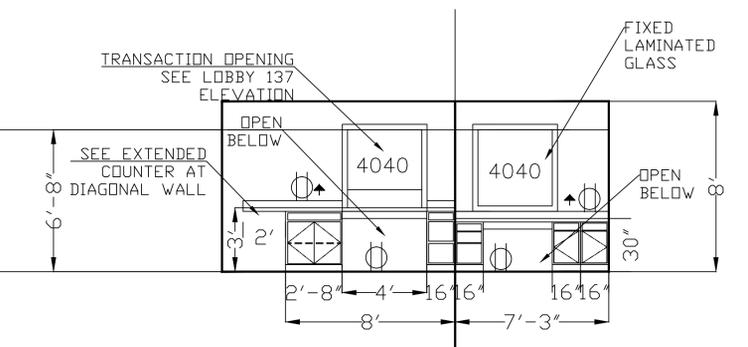
MENS RM 111
SCALE: 1/4"=1'-0"



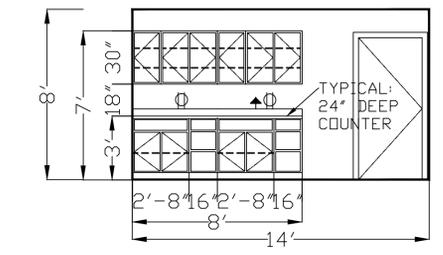
WOMENS RM 112
SCALE: 1/4"=1'-0"
SEE TECHNICAL SPECIFICATIONS
FOR ADA REQUIREMENTS



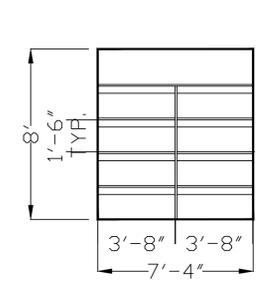
TRANSACTION WINDOWS
SCALE: 1/4"=1'-0"



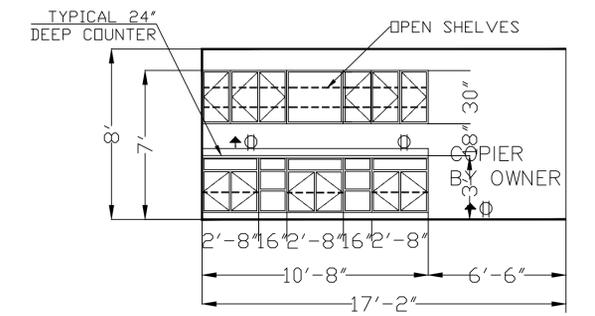
HR RECEPTION 122
SCALE: 1/4"=1'-0"



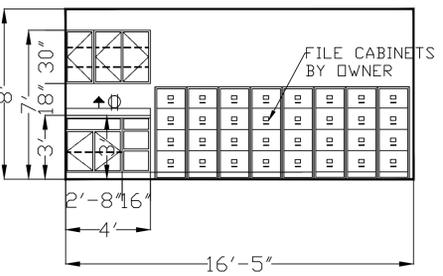
HR SECURED FILE/STG 124
SCALE: 1/4"=1'-0"



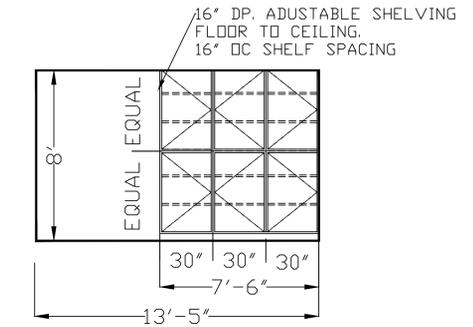
FINANCE STG 107
SCALE: 1/4"=1'-0"



HALLWAY 128 (COPY AREA)
SCALE: 1/4"=1'-0"



FINANCE HALL 116
SCALE: 1/4"=1'-0"

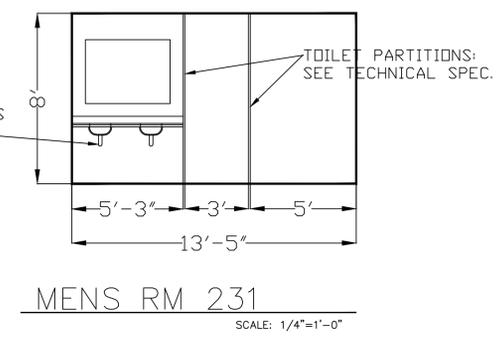
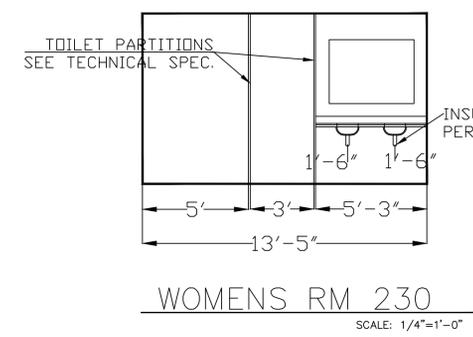
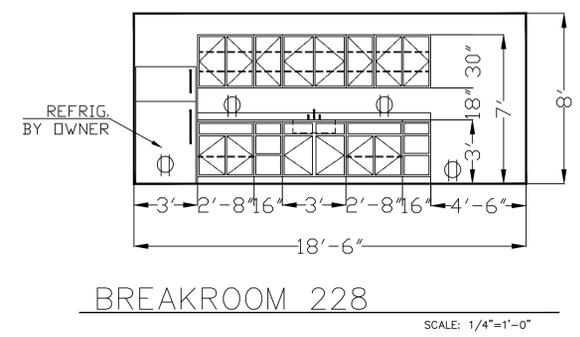
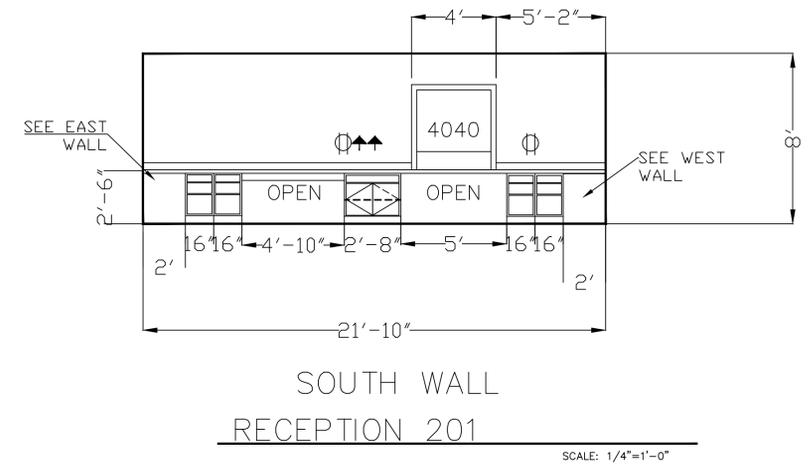
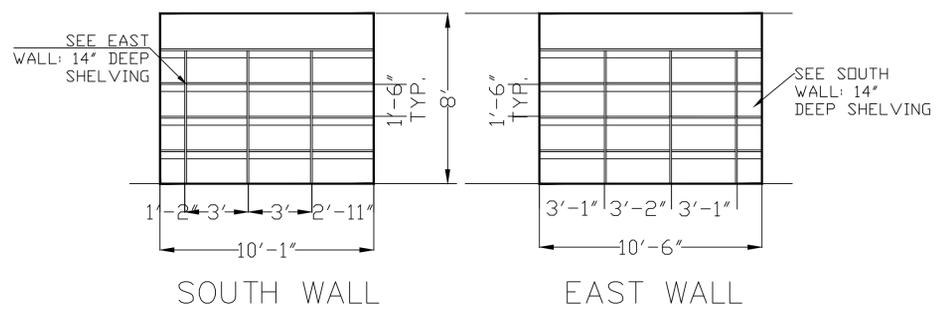
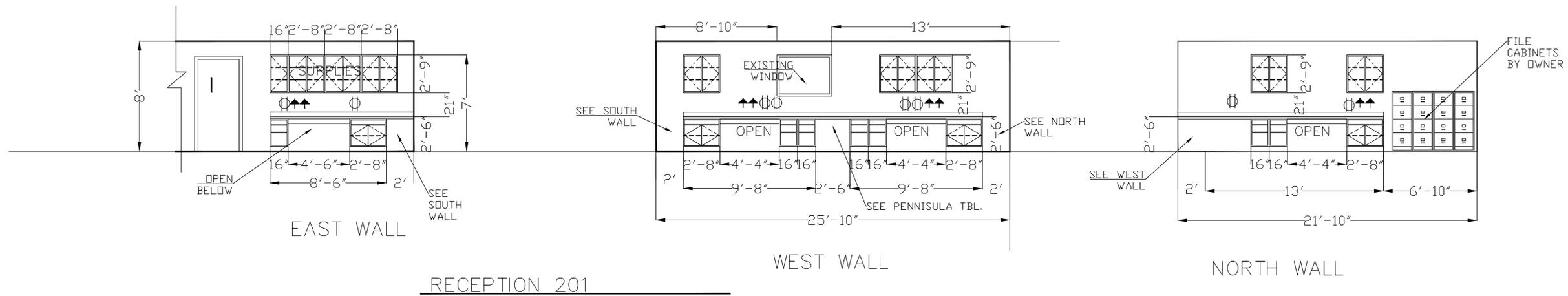


HR TESTING/STORAGE 118
SCALE: 1/4"=1'-0"

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



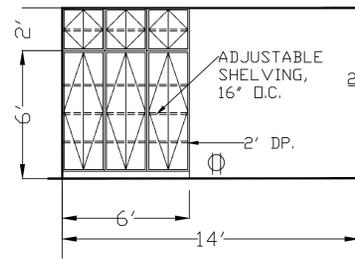
SEE TECHNICAL SPECIFICATIONS FOR ADA REQUIREMENTS

ADULT PROBATION MILLWORK ELEVATIONS

SCALE: 1/4"=1'-0"

GENERAL NOTES:

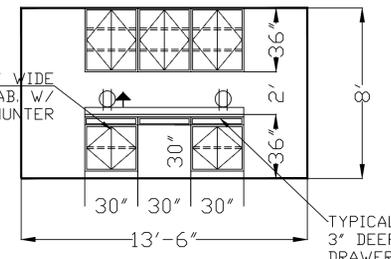
- FIELD VERIFY ALL DIMENSIONS WITH AS BUILT CONDITIONS.
- ALL SHELVING TO BE ADJUSTABLE.
- SEE TECHNICAL SPECIFICATIONS FOR MILLWORK CONSTRUCTION REQUIREMENTS
- ADA ACCESSIBILITY PER ICC A117.1-2009



WEST WALL

LIBRARY STORAGE 130

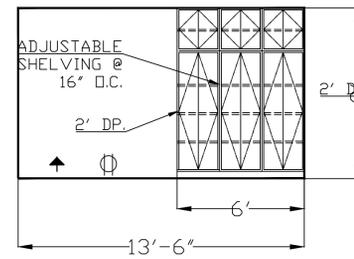
SCALE: 1/4"=1'-0"



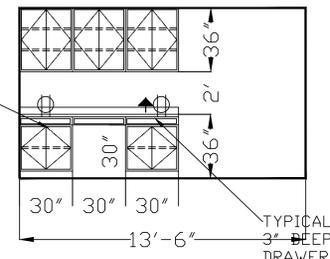
NORTH WALL

LIBRARY OFFICE 131

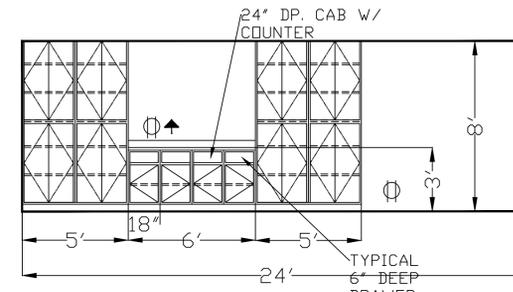
SCALE: 1/4"=1'-0"



NORTH WALL

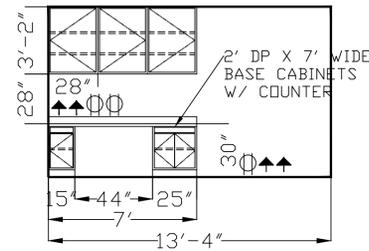


SOUTH WALL



LIBRARY OFFICE 134

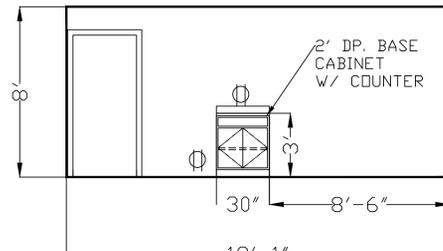
SCALE: 1/4"=1'-0"



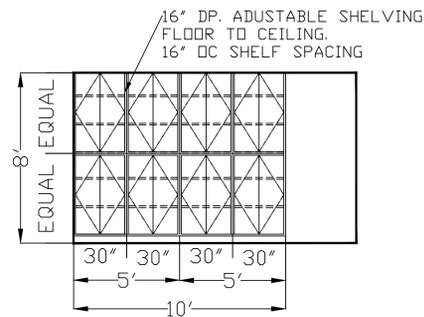
WEST WALL

LIBRARY OFFICE 132

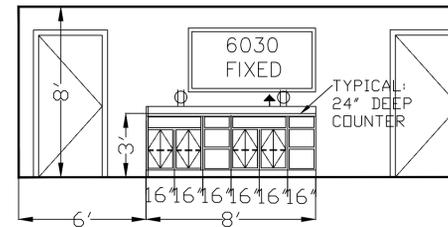
SCALE: 1/4"=1'-0"



SOUTH WALL



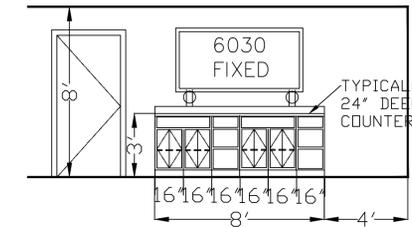
EAST WALL



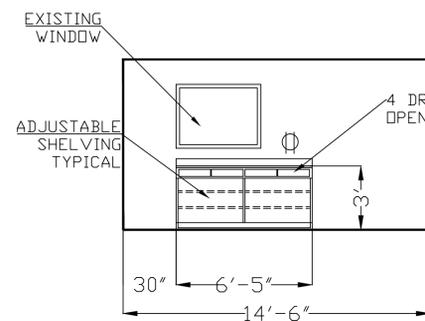
NORTH WALL

LIBRARY WORK ROOM 135

SCALE: 1/4"=1'-0"



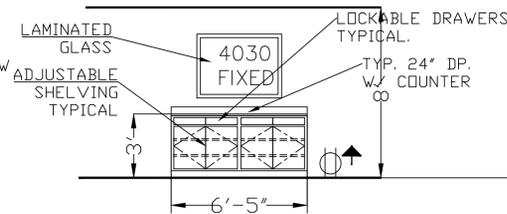
WEST WALL



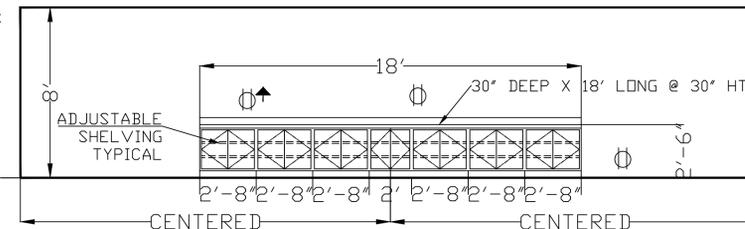
EAST WALL

MAILROOM 136

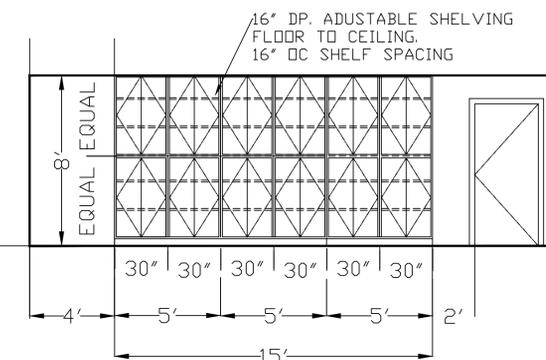
SCALE: 1/4"=1'-0"



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

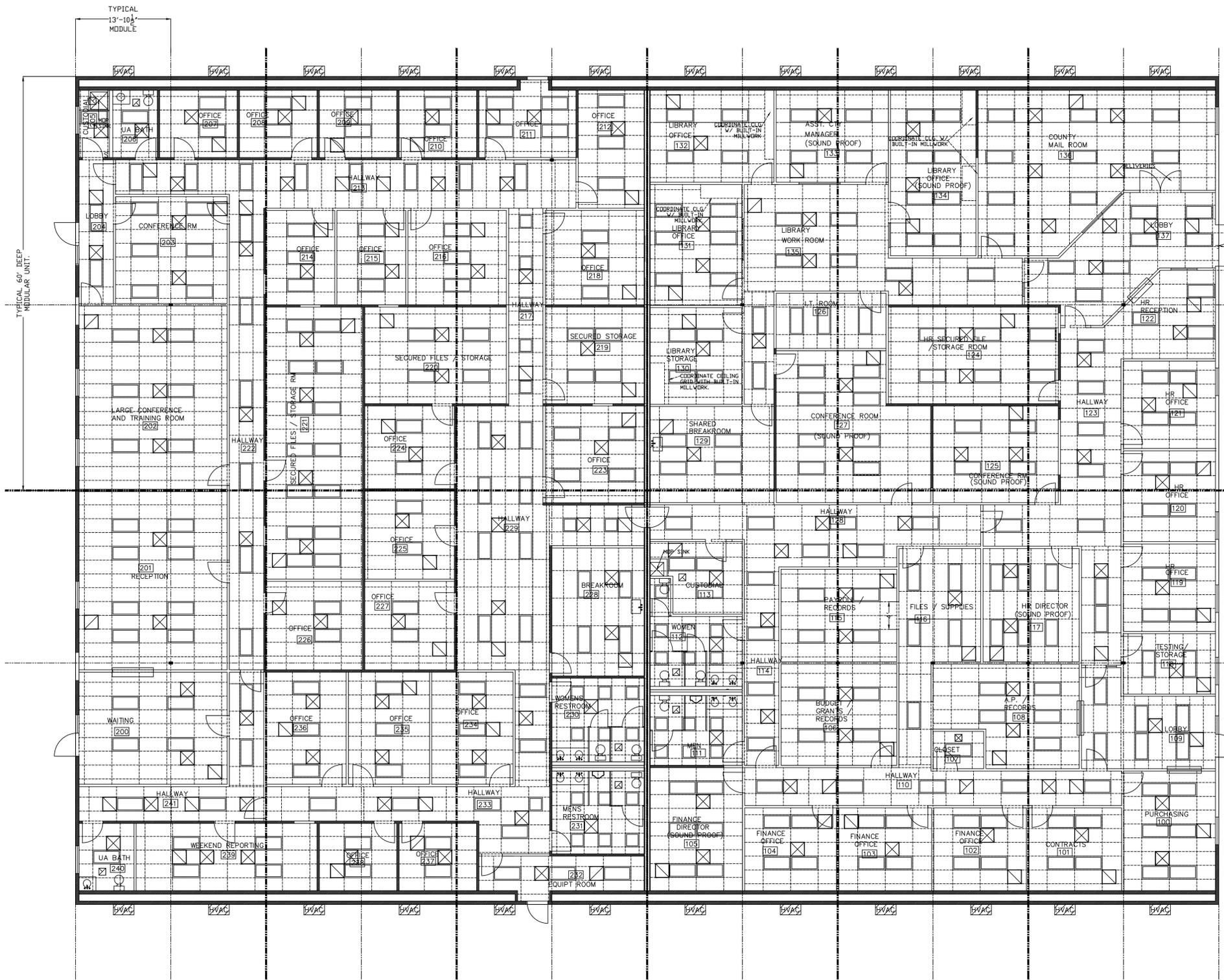
GILA COUNTY
PUBLIC WORKS DEPT.
GLOBE, ARIZONA



COPPER ADMIN BLDG
GLOBE, AZ

4/20/15
CARYN PAIGE

A9



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"

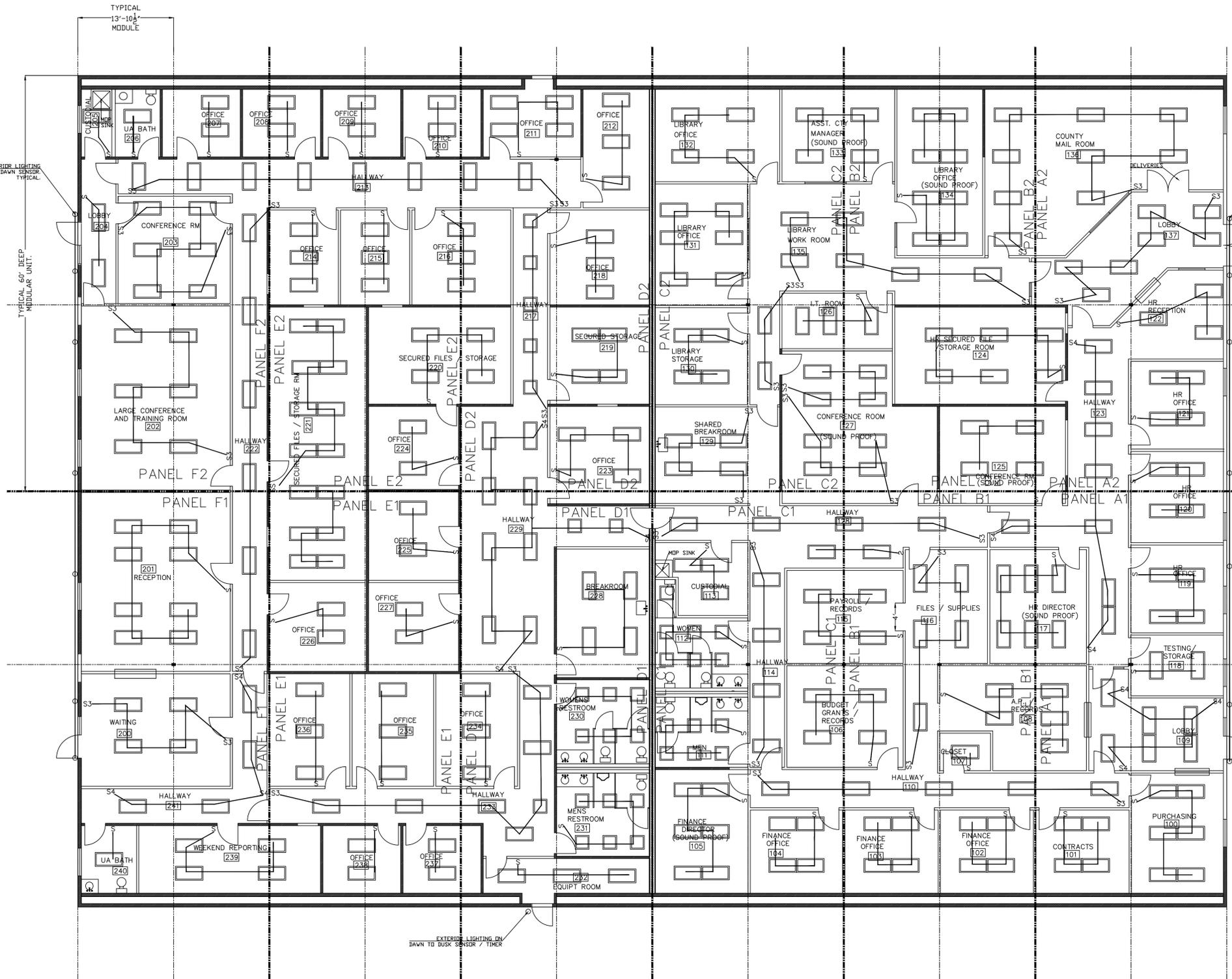


GILA COUNTY
 PUBLIC WORKS DEPT.
 GLOBE, ARIZONA

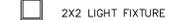
COPPER ADMIN BLDG
 GLOBE, AZ

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

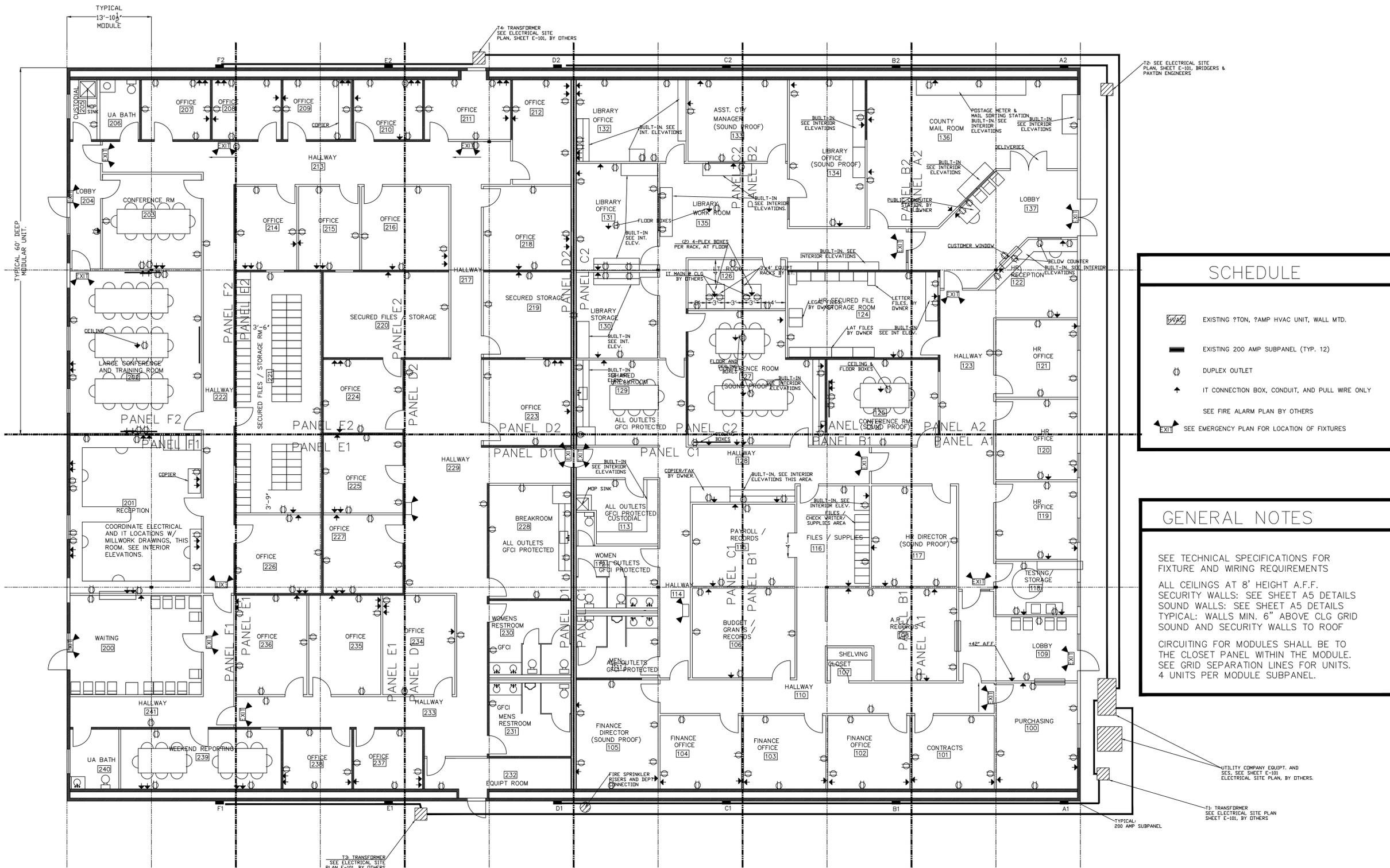
ALL CEILINGS AT 8' HEIGHT A.F.F.
SECURITY WALLS: SEE SHEET A5 DETAILS
SOUND WALLS: SEE SHEET A5 DETAILS
TYPICAL: WALLS MIN. 6" ABOVE CLG GRID
SOUND AND SECURITY WALLS TO ROOF

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"



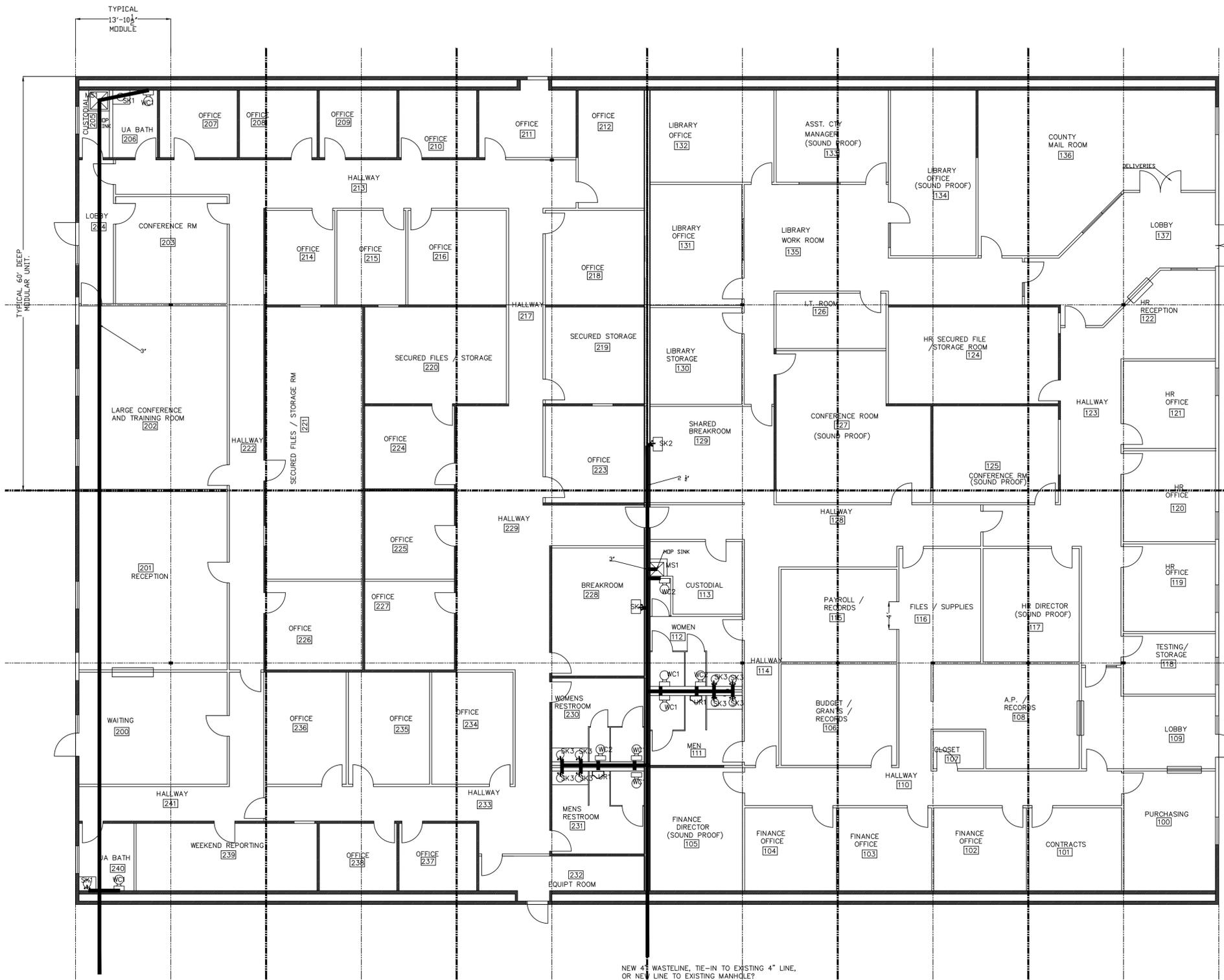
GILA COUNTY
PUBLIC WORKS DEPT.
GLOBE, ARIZONA



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?

PLUMBING PLAN

SCALE: 1/8" = 1' - 0"

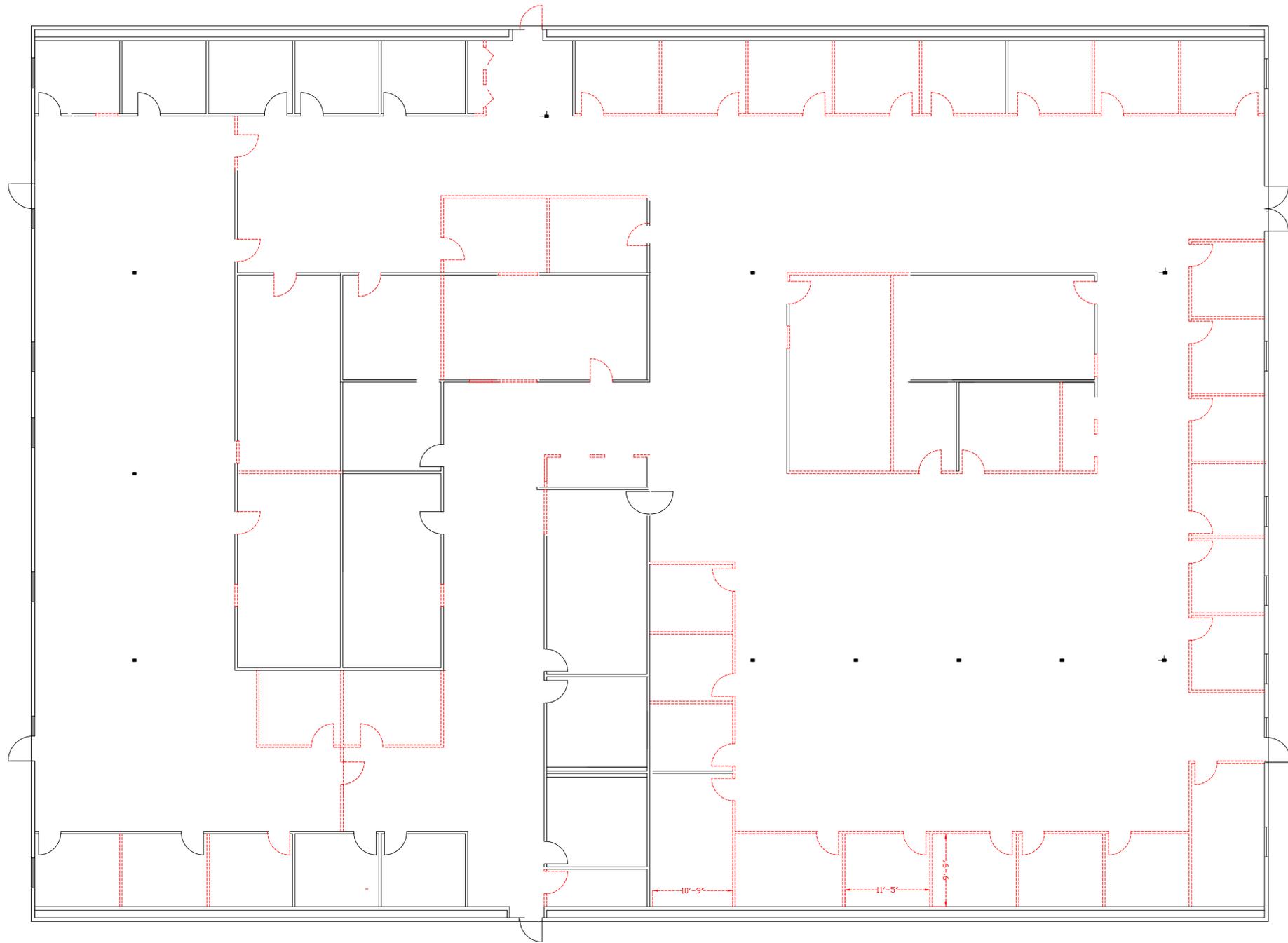
FIXTURE SCHEDULE

	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





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		PRESSURE RELIEF VALVE		HOSE BIBB		PIPE CONTINUATION		PRESSURE REDUCING VALVE
	GLOBE VALVE		OS&Y VALVE		UNION		EXISTING PIPING TO BE REMOVED		NEW PIPING
	MOTORIZED GLOBE VALVE				CONCENTRIC REDUCER				
					ECCENTRIC REDUCER				

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

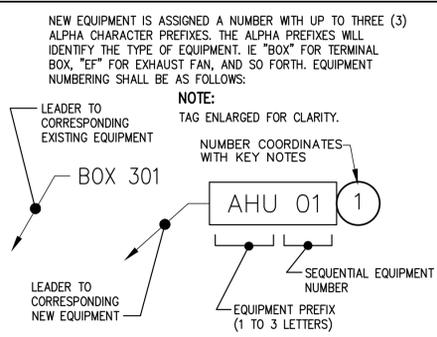
EQUIPMENT PREFIXES

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

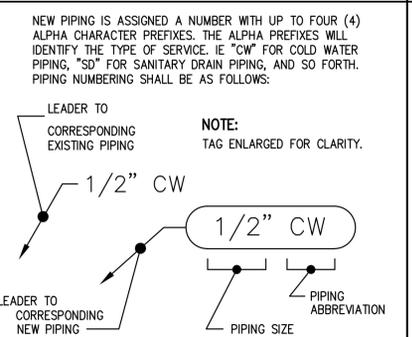
MISC. ABBREVIATIONS

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
PORTBL	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

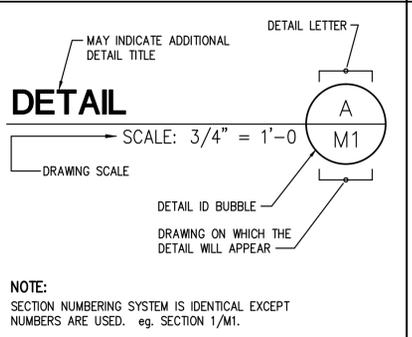
EQUIPMENT IDENTIFICATION



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.

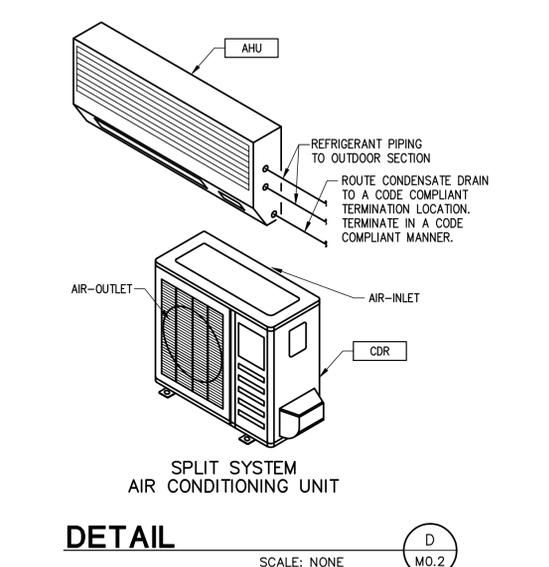
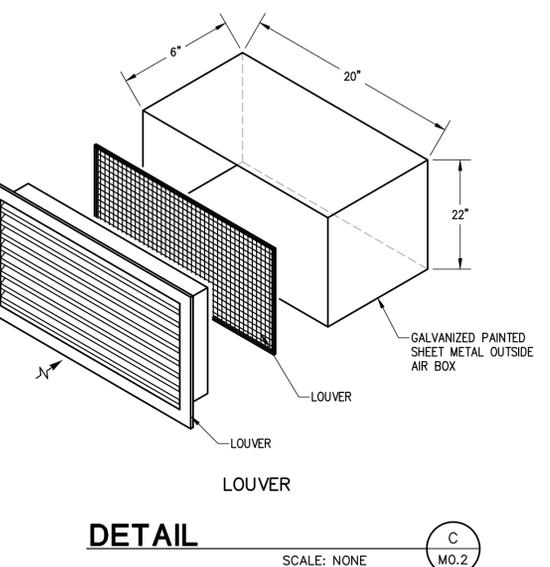
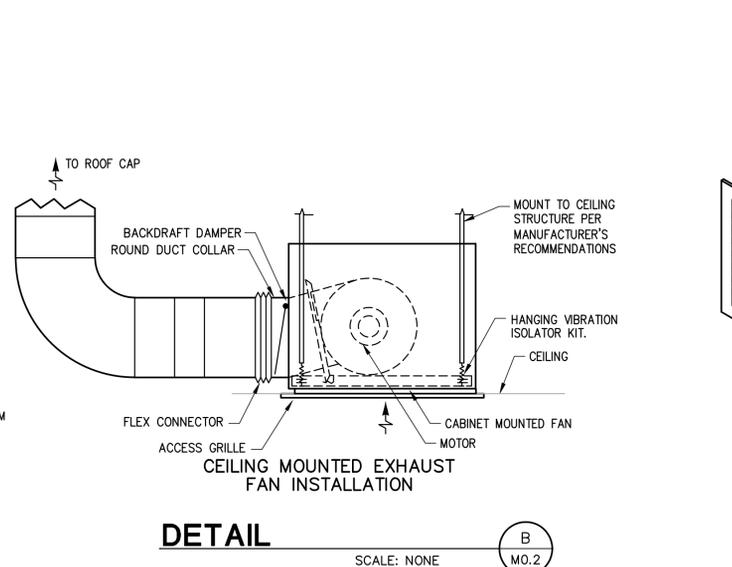
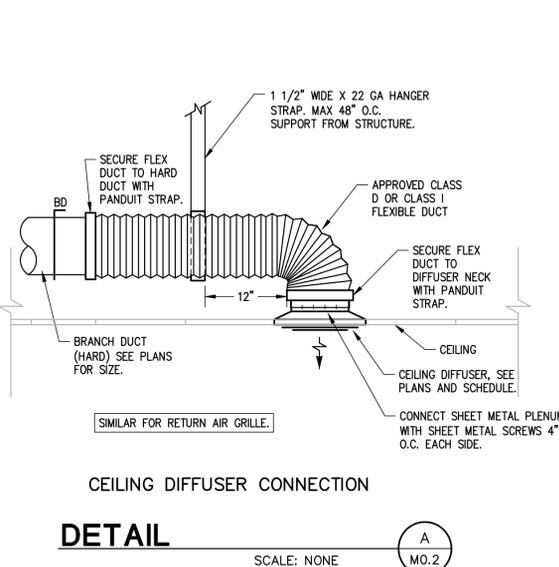
SUBMITTALS GENERAL NOTES:

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.

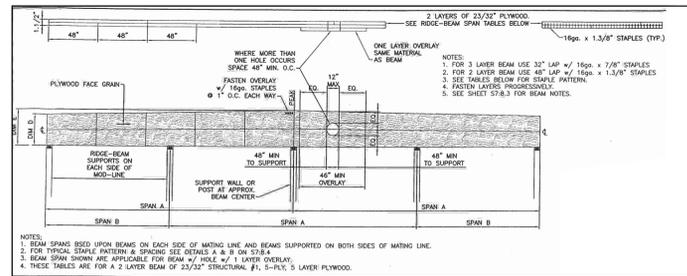
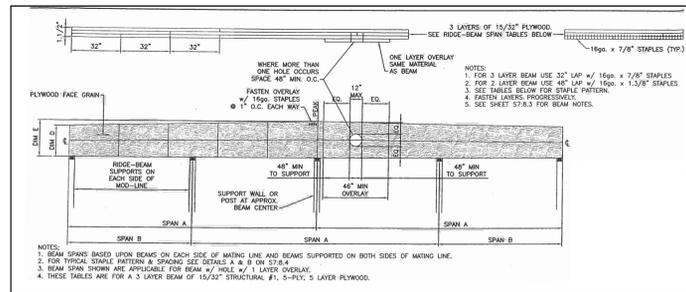
③ WITH HORIZONTAL/ VERTICAL ADJUST.

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.



DEMOLITION NOTES

1. REMOVE ALL EXISTING DUCTWORK, SUPPLY DIFFUSERS, EXHAUST FANS AND RETURN AND EXHAUST GRILLES.

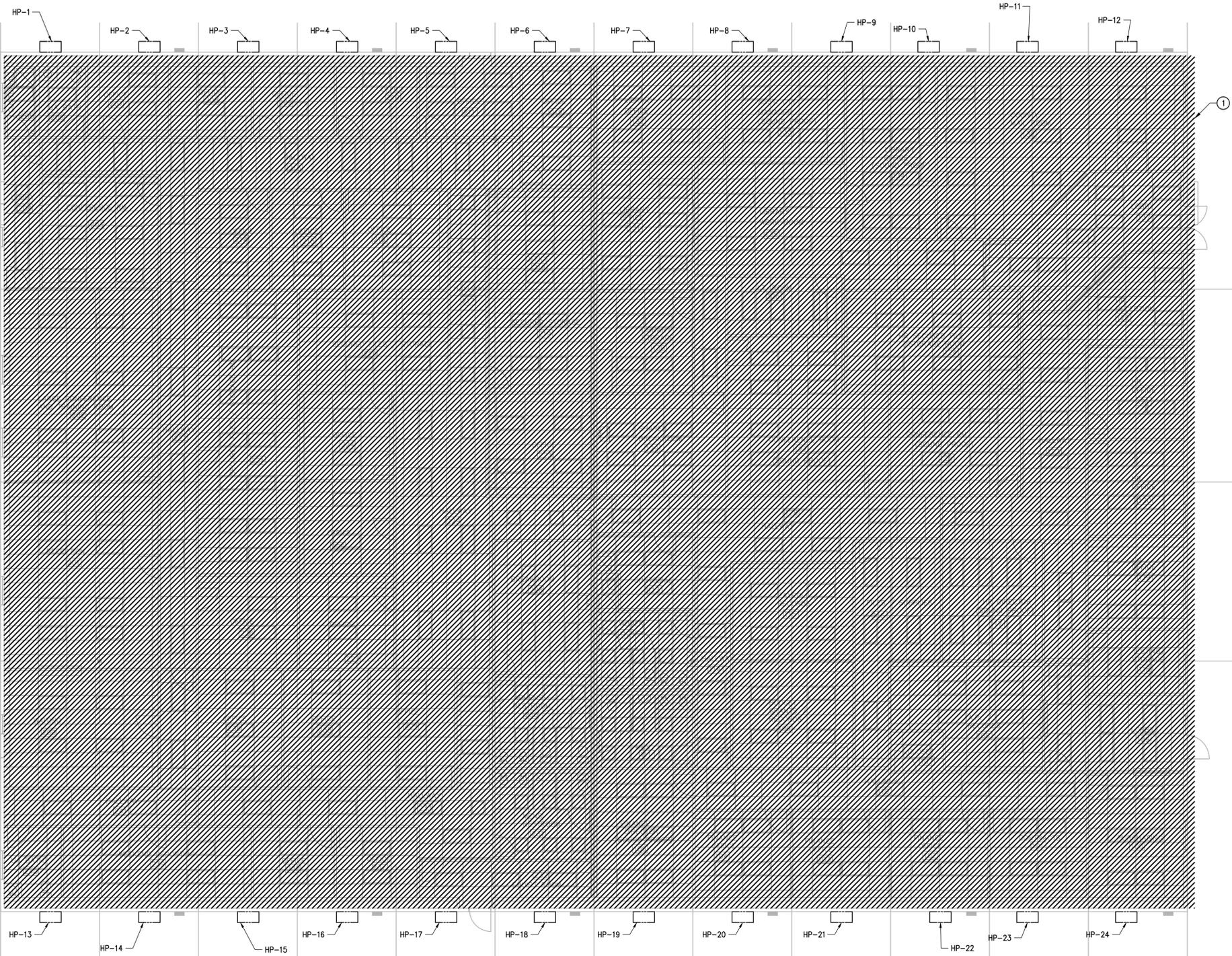
JOHNSTON ENGINEERING COMPANY
HEATING, VENTILATION, AIR CONDITIONING, PLUMBING
9777 N. 91ST ST., STE. 100, SCOTTSDALE, AZ 85258
TELEPHONE (480) 443-8773 • FAX (480) 443-4591



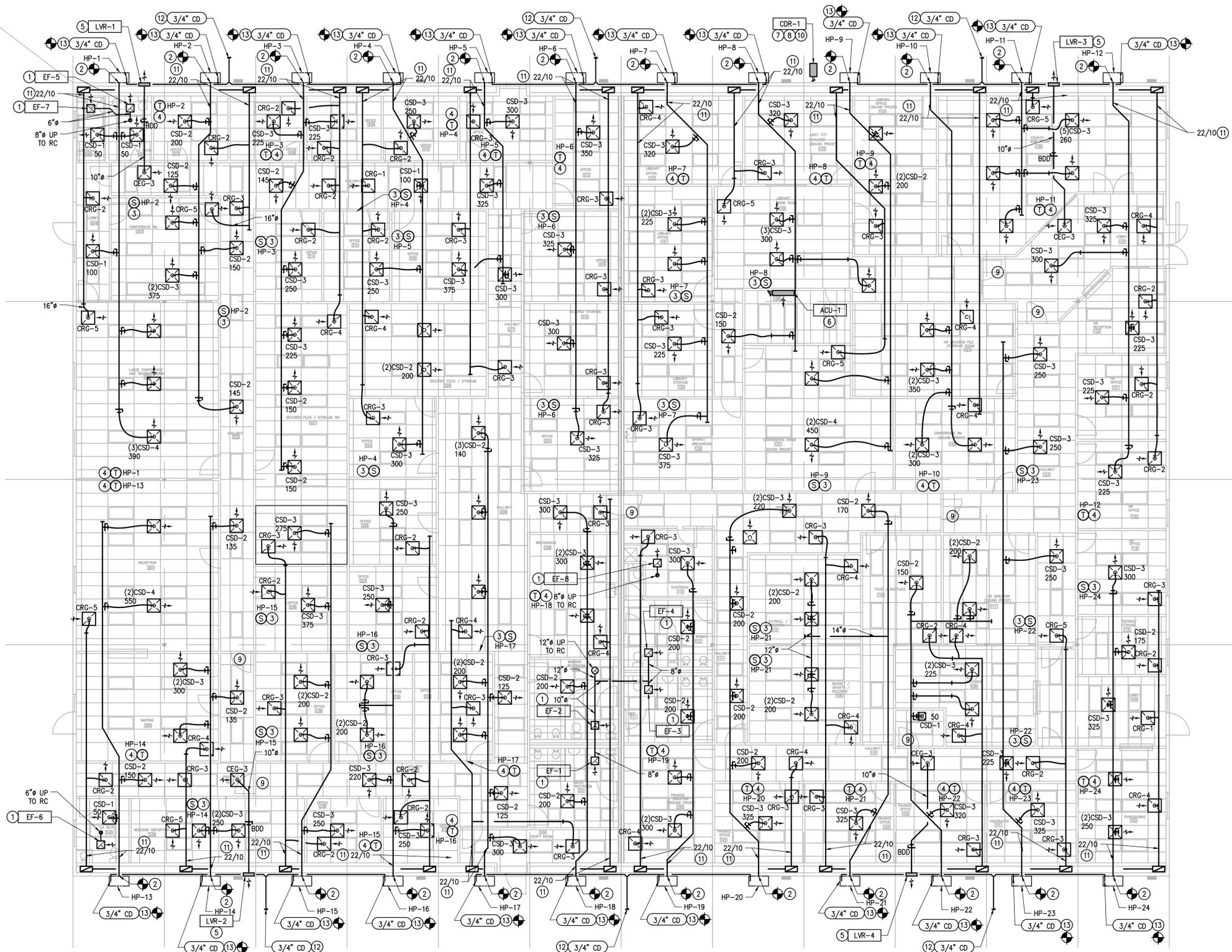
MECHANICAL DEMOLITION PLAN

**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
VAL WEST	Ray Remos	<i>[Signature]</i>	WWW.VALWESTCONSTRUCTION.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>	boodonetto@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 KANNEGASAKI	<i>[Signature]</i>	RAMAZE@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>	tringleb@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>	hoonhkoo@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

Due Date: 8/13/2015

Title Renovation

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	lacasabellabuilders@yahoo.com	928-425-2450	Shane	7/1/2015	IFB	
Hunter & Hunter Construction	khunter44@cablone.net	928-425-6515	Karen Hunter	7/1/2015	IFB	
Oddonetto Construction	boddonetto@oddonetto.net	928-425-3608	Brian Oddonetto	7/1/2015	IFB	
Visus Engineering	rsmith@visusinc.com	480-833-8268	Robert Smith	7/1/2015	IFB	
Dream Pole Construction	timhumphrey.59@gmail.com	928-701-1455	Tim Humphrey	7/1/2015	IFB	
Rodriguez Constructions	Art@rodriguez-az.com	928-425-7244	Art Rodriguez	7/1/2015	IFB	
Blue Book	www.bluebook.com		Posted on Blue Book website by County Contracts Administrator	7/1/2015	IFB	
5D Mining & Construction (Ben)	5dben@live.com	928-425-2998	Ben Dalmolin	7/1/2015	IFB	
SDB, Inc.	Doyle.Kahabka@sdb.com	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	Wade.Woodruff@woodruffaz.com	480-921-1925	Wade Woodruff	7/1/2015	IFB	
Vertical Build	kelly@vertical-build.com	480-231-4066	Kelly	7/1/2015	IFB	
Dodge Data & Analytics	Breanna.treto@construction.com	626-737-7447	Breanna Treto	7/1/2015	IFB	
Kroll Contractors, Inc.	Bernard@krollcontractorsinc.com	480-226-2458	Bernard Kroll	7/1/2015	IFB	
Division Nine Contracting	Mattw@divisionnineinc.com	602-437-8900	Matt	7/1/2015	IFB	
Rucci Contracting Services	chris@ruccicontracting.com	480-447-2411	Chris	7/1/2015	IFB	
JNL Contracting, Inc.	jnlci@yahoo.com	928-468-9003	Roxann	7/1/2015	IFB	
Mountain Retreat Builders	johnnyrayo58@gmail.com	928-606-4674	John Oddonetto	7/1/2015	IFB	
Noble Building LLC	noblebuildingllc@yahoo.com	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	marcantielectric@qwestoffice.net	928-425-0269	Mark Marcanti	7/1/2015	IFB	
Burden Electric	burdenelectric@aol.com	928-402-0379	Rodney Burden	7/1/2015	IFB	
Pueblo Mechanical	john@pueblo-mechanical.com	520-545-1044	John Neuser	7/1/2015	IFB	
Pueblo Mechanical	rhonda.morris@pueblo-mechanical.com	520-310-7394	Rhonda Morris	7/1/2015	IFB	
Kino Floors	kinofloors@qwestoffice.net	928-425-9443	Kino Floors	7/1/2015	IFB	
AM Jackson Electric	amichaeljackson@gmail.com	928-978-1338	Michael	7/1/2015	IFB	
Azteca Glass	jameslangley13@yahoo.com	602-626-1774	James	7/1/2015	IFB	
MDC Electrical	mdcelectrical@cableone.net	928-812-2708	Walter	7/1/2015	IFB	
KWIK Kool	kwcrick@hotmail.com	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	tnjdutcher@yahoo.com	928-425-0236	Troy Dutcher	7/1/2015	IFB	
Waltz Construction	jeff@waltzconstruction.com	480-759-9622	Jeff Baer	7/1/2015	IFB	
Rural Arizona Maintenance Specialists	ramaz@cablone.net	928-701-1242	Matthew	7/1/2015	IFB	
Earthquest Plumbing	earthquest07@q.com	928-425-2111	Tim	7/1/2015	IFB	
OMR Builders LLC	rluker@omrbuilder.com	480-671-9876	Rodney	7/1/2015	Blue Book	
Sun Eagle Corporation	ctaylor@suneaglecorporation.com	480-961-0004	Cheryl Taylor	07-06-15 downloaded from County website		
Patterson Enterprises, Inc.	cindynoline@hotmail.com	480-489-6644	Cindy Noline	07-06-15 downloaded from County website		
Low Mountain Construction	apecha@lowmountain.com	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	Sseery@spray-eri.com	602-757-9067	Shawn Seery	7/6/2015	IFB	
Jonovich Companies	jjjonovich@jonovichcompanies.com	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	lou.panaligan@cmdgroup.com	323-602-5079	Lou Panaligan	7/10/2015	IFB	
SD Crane Builders, Inc.	kmurphy@sdcranebuilders.com	480-832-1777	Kim Murphy	7/10/2015	IFB	
Koo Design-Build	hoonkoo@koodb.com	480-560-2233	Hoon Koo	7/10/2015	IFB	
Vinrose Corporation	vinrosecorp@yahoo.com	928-474-5537	Vincent Palandri	7/15/2015	IFB	
Amond Builders, Inc.	jason.amon@hotmail.com	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 constos	Keith Sabia	<i>[Signature]</i>	K.SABIA@FCIOL.COM	623-772-7400
Sellers + Sons Inc	Mike Sellers	<i>[Signature]</i>	Sellersmichael57@AOL.COM	520 295-1384
Marcanti Electric	Mark Marcanti	<i>[Signature]</i>	MARCANTELECTRIC@GWSSTHINKNET	928-425-0267
BURDEN ELE.	KRISTE DUPONT	<i>[Signature]</i>	BURDENELECTRIC@AOL.COM	928-402-0579
VPD-CG	JERRY REICHENBERGER	<i>[Signature]</i>	JERRY@VENTURAContracting.COM	602-920-4166
VAL WEST	Roy Remos	<i>[Signature]</i>	WWW.VALWESTCONSTRUCTION.COM	480-264-3909
Burden Electric & MECHANICAL	Rodney H Burden	<i>[Signature]</i>	BurdenMECHANICAL@gmail.com	480-747-0064
PUEBLO MECHANICAL & Constos	CHRIS SANKOW	<i>[Signature]</i>	CHRIS@PUEBLO-MECHANICAL.COM	480-353-1672
11	RHONDA BISHOP		RHONDA@PUEBLO-MECHANICAL.COM	520-310-7394
SD Crane Builders	Keith Burns	<i>[Signature]</i>	estimating@sdcranebuilders.com	480-466-113
Oddonetto	Brian Oddonetto	<i>[Signature]</i>	BOddonetto@Oddonetto.net	974 200 0023
RODRIGUEZ CONST. INC	WADE REPUAK	<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 KANNEGASSEN	<i>[Signature]</i>	RAMAZ@CABLEONE.NET	928-473-3232
JMW Const. Co	Ralph REED	<i>[Signature]</i>	JohnW@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-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	928-351-4266
SUN EAGLE CORPORATION	AL DAVREZ	<i>[Signature]</i>	AL@SUNEAGLECORPORATION.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@gilacountya.gov
GILA COUNTY	JEANNIE SGROT	928-402-8612	jsgrot@gilacountya.gov
ODDONETTO CONST.	Brian Odonetto	928 200 0023	bodonetto@oddonetto.net
Gila County	Steve Sanders	X 8530	ssanders@gilacountya.gov
JMW CONST	Ralph READ	602-359-0496 602-363-8430	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	chickma@sun.com



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.

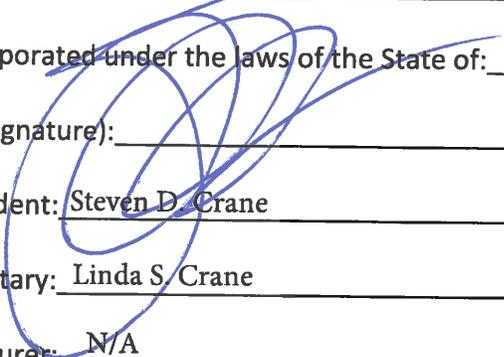
If by a Corporation:

(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

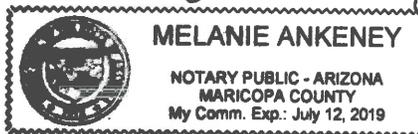
Subscribed and sworn to before me

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

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

JBJ 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

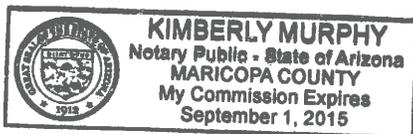
Steven D. Crane

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. 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 Oblige) 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 Oblige 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, Steven D. Crane, representing
SD Crane Builders, Inc. (company name)

do hereby warranty the work performed for the:

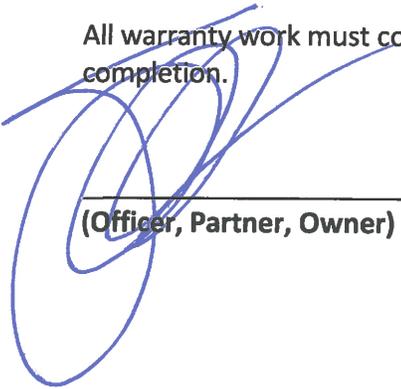
COPPER ADMIN BUILDING, INTERIOR RENOVATION

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

PROJECT NOS:

ARCHITECT

CONTRACTOR

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: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
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 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 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 % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD						
GRAND TOTALS										

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



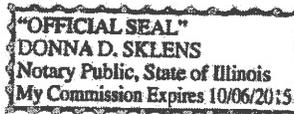
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

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
		\$ -	\$ -
		\$ -	\$ -
Subtotal			\$ 911,210.00
General Conditions			\$ 46,950.00
OH/P %			\$ 57,489.60
Tax			\$ 49,766.83
Total			\$ 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 13th 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 6th 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 6th 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]


[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
GILIC DCA P.O. Box 97 SULTON, AZ	520-562-3904	PAUL FLORES
JUBILEE PARISH 11122 W. HAZARDY YOUNTOWN, 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)^{ss}

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

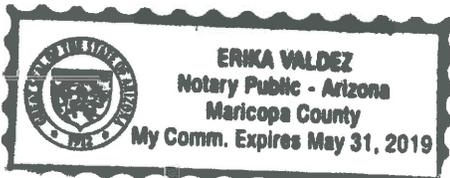
[Signature]

By Project Manager
Title

Subscribed and sworn to before me this 13th 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. 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

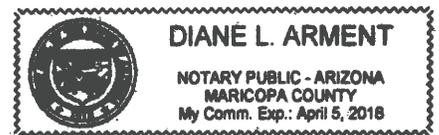
Subscribed and sworn to before me

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 .



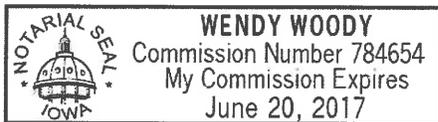
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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 50069
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

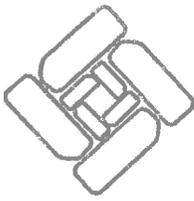
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

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 BOYANCS 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)^{ss}

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

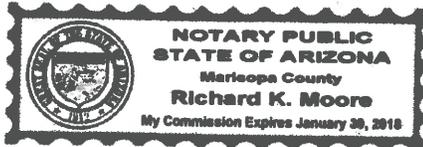
Cathy Wilson
By

Vice President
Title

Subscribed and sworn to before me this 13th 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. 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.

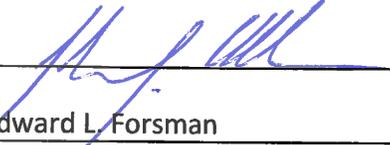
If by a Corporation:

(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.



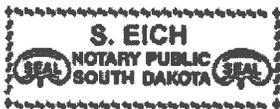
WESTERN SURETY COMPANY

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 X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

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.



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>SELF</u>	<u>072062 B-01</u>	<u>KEITH SABZA 623 772 7400</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

INSTALLER FOR DOORS/HARDWARE

<u>KEN WATSON CORP</u>	<u>180226</u>	<u>JOE JOHNSON 623 869 7900</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

CEILING SYSTEMS

<u>PENA ACOUSTICS</u>	<u>209401</u>	<u>JOSE PENA 623 271 8257</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

WALL GYP BD / FINISHING

<u>SELF</u>	<u>072062</u>	<u>KEITH SABZA 623 772 7400</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

PLUMBING

<u>SHOWLOW PLUMBING</u>	<u>232501</u>	<u>BLAKE GAYLORD 928 532 5050</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

ELECTRICAL

<u>JBS</u>	<u>183921</u>	<u>DAN ROTH 480 980 0000</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

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 McSHANE 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**

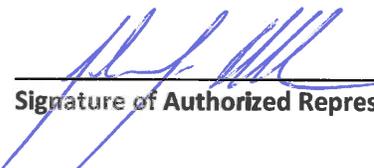
These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

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

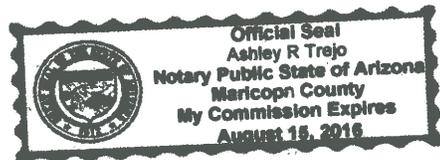
John J. Kelleher
By 

Vice President
Title

Subscribed and sworn to before me this 13th 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. 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.



(Officer, Partner, Owner)

8-13-15

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: _____

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 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

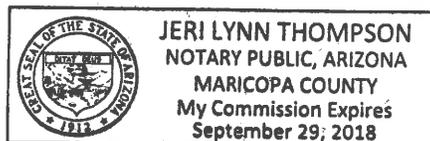
Subscribed and sworn to before me

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

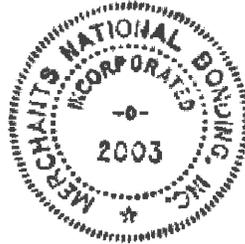
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

Handwritten signature of Larry Taylor in cursive.

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.



Handwritten signature of Wendy Woody in cursive.

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



Handwritten signature of William Warner Jr. in cursive.

Secretary

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 _____, 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

Rodney Burden

Burden HVAC

295622

928-402-0379

[COMPANY NAME]

[LICENSE #]

[CONTACT PERSON & PHONE #]

FIRE ALARM

Mark Clinton

American Fire

092401
092402
209448

602-433-2484

[COMPANY NAME]

[LICENSE #]

[CONTACT PERSON & PHONE #]

FIRE SPRINKLER

John Mull

Mull Sprinkler Co.

111301

480-987-0525

[COMPANY NAME]

[LICENSE #]

[CONTACT PERSON & PHONE #]

FLOORING

Dale Fletcher

Kino Floors

212307

928-812-0122

[COMPANY NAME]

[LICENSE #]

[CONTACT PERSON & PHONE #]

MILLWORK

Deborah Morris

Chitwoods Cabinets

143375

928-474-3384

[COMPANY NAME]

[LICENSE #]

[CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

Pat Rowan

EA Glass

196220

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

[authorized representative]

8/13/15 [company]

[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) 473-6438</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 Oddenetto _____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____ Secretary / Treasurer _____
(Title)

of _____ Oddenetto 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 _____

_____ Oddenetto Construction Inc. _____
(Name of Business)

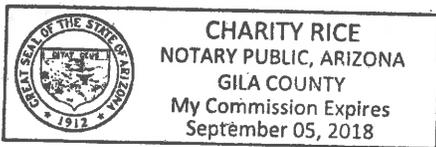
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____ Oddenetto Construction Inc. _____
Name of Business

_____ Kimberly Oddenetto _____
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 "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. 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		
TOTALS		
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 THIS PERIOD					
GRAND TOTALS									

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 (\$ 1,187,000⁰⁰).

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

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.

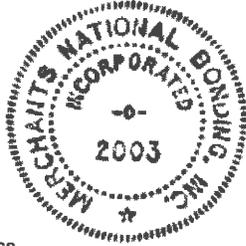
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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.



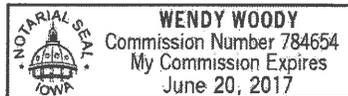
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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
ISD 2025 E Winsett Tucson Az. 85719	Sue Heathcoate	520-349-6047
G&F 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

Title

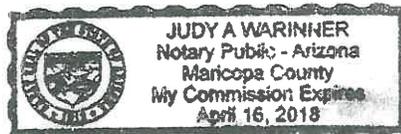
President

Subscribed and sworn to before me this 12th day of August, 2015.

My Commission expires: 4-16-2018

Notary Public

Judy A Warinner
Judy A Warinner





**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

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.**

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. 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:

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.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

If by a Corporation: Not Applicable

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

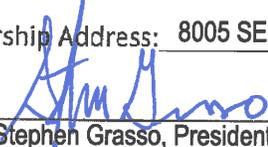
Secretary: _____

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: _____

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 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.

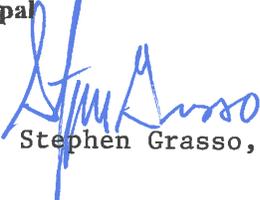
WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMIN BUILDING
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:

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 10 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.

**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:
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 Meert 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,

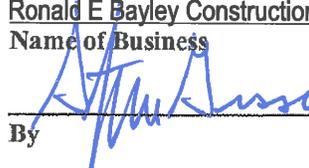
That neither he nor anyone associated with the said _____

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.

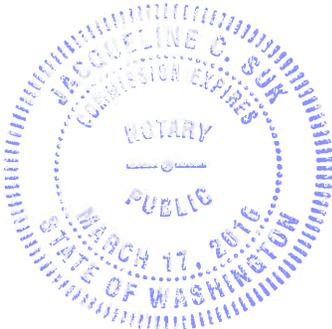
Bayley Construction, A General Partnership dba
Ronald E Bayley Construction of Arizona
Name of Business

By 

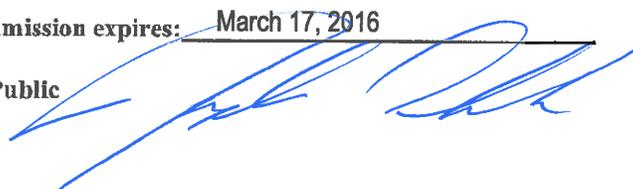
Stephen Grasso, President

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.

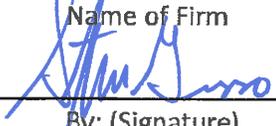
A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

 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. 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.

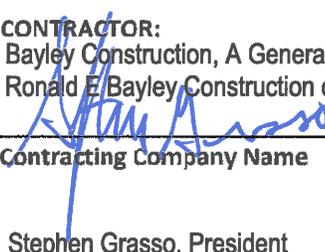
OWNER:
GILA COUNTY BOARD OF SUPERVISORS

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

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
2ND 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



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-3357

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Michael O'Driscoll, Director

Submitted By: Paula Horn, Deputy Director of Health, Health & Emergency Services Division

Department: Health & Emergency Services Division

Fiscal Year: 2015 Budgeted?: Yes

Contract Dates February 1, Grant?: Yes

Begin & End: 2015 through
September 30,
2015

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 3 and No. 4 to Cenpatico Prevention Services Agreement

Background Information

On April 15, 2014, the Board of Supervisors approved a Partnership Services Agreement between Cenpatico Behavioral Health of Arizona and the Gila County Health & Emergency Services Division (GCHESD) in the amount of \$23,000 for the period July 1, 2013, to June 30, 2014. The funds were used to address underage drinking and prescription drug abuse in Gila County.

On August 5, 2014, the Board of Supervisors approved Amendment No. 1 to the Partnership Services Agreement between Cenpatico and the GCHESD to add an additional \$8,517 to the contract and to extend the term of the contract from July 1, 2014, to September 30, 2014.

On January 6, 2015, the Board of Supervisors approved Amendment No. 2 to the Partnership Services Agreement between Cenpatico and the GCHESD to add additional \$53,483 to the contract and to extend the term of the contract from October 1, 2014 to June 30, 2015.

Amendment No. 3 changes the contract reports and deliverables. The amendment was never received by GCHESD to have the Board of Supervisors' approval.

Amendment No. 4 received on August 28, 2015 by GCHESD staff.

Amendment No. 4 will add additional \$8,517 to the contract and to extend the term of the contract from July 1, 2015, to September 30, 2015.

The grant objectives are to develop and implement environmental strategies to: (1)

change community norms, perceptions and policies based on local needs and data, (2) address perception of harm, (3) youth talking to parents about alcohol and drugs, (4) reduce underage drinking, and (5) reduce access to prescription drugs and lower abuse of prescription drugs for the youth of Gila County.

Evaluation

Amendment No. 3 to the Partnership Services Agreement changes the verbiage regarding the reports and deliverables.

Amendment No. 4 to the Partnership Services Agreement provides an additional \$8,517 of funding and extends the term of the contract for the period July 1, 2015, to September 30, 2015.

Conclusion

Amendments No. 3 and No. 4 to the contract between Cenpatico Behavioral Health of Arizona and Gila County Health & Emergency Services will provide additional funding to address an ongoing problem with underage drinking and drug abuse in the County. The additional funding is in the amount of \$8,517, and will extend the contract from July 1, 2015, to September 30, 2015.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve Amendment No. 3 and Amendment No. 4 to the current Cenpatico Prevention Services Agreement.

Suggested Motion

Approval of Amendment No. 3 and Amendment No. 4 to the Cenpatico Prevention Services Agreement to address underage drinking and drug abuse in Gila County for the period of July 1, 2015, to September 30, 2015, whereby \$8,517 will be added to the total agreement amount.

Attachments

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Original Agreement

July 1, 2015

**CENPATICO
PREVENTION SERVICES AGREEMENT
AMENDMENT #4**

This Amendment (Amendment #4) is made and entered into between *Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., dba Cenpatico Integrated Care and*

GILA COUNTY HEALTH DEPARTMENT

It is mutually agreed that the Prevention Services Agreement (Agreement #4) between the Parties hereto is amended herein to reflect the changes outlined in this Agreement. The Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement. All other terms and conditions of the original Prevention Services Agreement, except as amended, shall remain in full force and effect.

The parties hereby agree that the original Agreement shall be amended as follows:

- Exhibit B – Financial Compensation: Funding for 07/01/15 to 09/30/15

Accordingly, the parties hereto execute this Amendment on the day and year specified below.

FOR AND ON BEHALF OF: <i>Cenpatico</i>		FOR AND ON BEHALF OF: <i>Gila County Health Department</i>	
Signature		Signature	
Name	Terry Stevens	Name	Michael A. Pastor
Title	CEO	Title	Chairman, Board of Supervisors
Date	7/1/2015	Date	10/06/2015
		Approved as to form:	
		Signature	
		Name	Jefferson R. Dalton
		Title	Deputy Gila County Attorney Civil Bureau Chief
		Date	10/06/2015

**CENPATICO OF ARIZONA, LLC
 FINANCIAL COMPENSATION
 EXHIBIT B
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 11/01/2014 REVISION DATE: 07/01/2015**

1. OVERVIEW

Cenpatico shall compensate Subcontractor for Universal Prevention Services provided to persons not enrolled in behavioral health services as outlined in this Agreement. The method and amount of compensation for the contract year (July 1 - September 30) is specified in this Exhibit. Changes in the fee schedule or amount of compensation for the contract year (July 1 - September 30) may occur through amendments to this Agreement, or as a result of funding reductions from ADHS/DBHS.

2. CONTACT MAXIMUM AMOUNT

The Contract limit will not exceed \$8,517 for the contractual year July 1 - September 30), as identified in the Payment Table(s) below. The Maximum amount payable under this contract is specific to "Payment Type" and "Fund Type". Under-delivery in one Payment Type or Fund Type can not be offset by over-delivery in another Payment Type or Fund Type, except as approved by Cenpatico.

2. CONTRACT PAYMENT TABLE

Payment Table / GSA 4 Pinal - Gila Counties

Service Level	County / Community	Program	Payment Type	Budget Term	Total for Budget Term
		Prevention SABG			
Payment Table	Gila	Prevention SABG	Block Payment - after monthly reporting approval	07/01/2015 - 09/30/2015	8,517
			GSA 4 Total	Prevention SABG	8,517
Grand Total - GSA 4					
			Grand Total	GSA 4	8,517

February 15, 2015

**CENPATICO
PREVENTION SERVICES AGREEMENT
AMENDMENT # 3**

This Amendment (Amendment #3) is made and entered into between *Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., dba Cenpatico Integrated Care and*

GILA COUNTY HEALTH DEPARTMENT

It is mutually agreed that the Prevention Services Agreement (Agreement #3) between the Parties hereto is amended herein to reflect the changes outlined in this Agreement. The Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement. All other terms and conditions of the original Prevention Services Agreement, except as amended, shall remain in full force and effect.

The parties hereby agree that the original Agreement shall be amended as follows:

- Exhibit E – Deliverables: There are several changes to Exhibit E.

Accordingly, the parties hereto execute this Amendment on the day and year specified below.

FOR AND ON BEHALF OF: <i>Cenpatico</i>		FOR AND ON BEHALF OF: <i>Gila County Health Department</i>	
Signature		Signature	
Name	Terry Stevens	Name	Michael A. Pastor
Title	CEO	Title	Chairman, Board of Supervisors
Date	2/15/2015	Date	10-6-2015

Approved as to form:	
Signature	
Name	
Title	Jefferson R. Dalton Deputy Gila County Attorney Civil Bureau Chief
Date	10-6-2015

October 1, 2014

**CENPATICO
PREVENTION SERVICES AGREEMENT
AMENDMENT #2**

This Amendment (Amendment #2) is made and entered into between *Cenpatico Behavioral Health of Arizona, LLC*, *Cenpatico of Arizona, Inc., dba Cenpatico Integrated Care and*

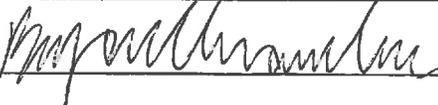
GILA COUNTY HEALTH DEPARTMENT.

It is mutually agreed that the Prevention Services Agreement (Agreement) between the Parties hereto is amended herein to reflect the changes outlined in this Agreement. The Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement. All other terms and conditions of the original Prevention Services Agreement, except as amended, shall remain in full force and effect.

The parties hereby agree that the original Agreement shall be amended as follows:

- Boilerplate: There are NO changes to the Boilerplate.
- Exhibit A - Scope of Work: This will replace the current Exhibit A.
- Exhibit B: Funding is updated. This will replace the current Exhibit B.
- Exhibit C - Uniform Terms and Conditions: There are NO changes to the Exhibit C.
- Exhibit E - Deliverables: There are several changes to Exhibit E.
- Exhibit F - CLAS Standards: There are NO changes to the Exhibit F.
- Exhibits G, H, I and J are reserved for future use.
- Exhibit K - Business Associate Agreement: There are NO changes to Exhibit K.

Accordingly, the parties hereto execute this Amendment on the day and year specified below.

Cenpatico Behavioral Health of Arizona, LLC:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Michael A. Pastor
Title:	CEO	Title:	Chairman, Board of Supervisors
Date:	12.05.14	Date:	1-6-2015
		Tax ID:	
Cenpatico of Arizona, Inc.:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Bryan Chambers
Title:	President & CEO	Title:	Deputy County Attorney/ Civil Bureau Chief
Date:	12.05.14	Date:	1-6-2015

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

**SCOPE OF WORK – ARTICLE I
PROFESSIONAL REQUIREMENTS AND PROVISIONS**

- 1.1** Subcontractor is required to deliver and agrees to perform the Prevention Behavioral Health Services as set forth in this Scope of Work for the consideration stated within this Agreement. Subcontractor is required to ensure all staff providing services under this Agreement is properly trained, supervised and credentialed for the provision of such services and meet all DBHS requirements to perform said services.
- 1.2** In the event Subcontractor cannot meet a target timeline or provision identified in this scope of work, Subcontractor is required to submit a work plan detailing how and when the target or provision will be met. Once approved by Cenpatico the work plan will be monitored to demonstrate compliance with the scope of work. Failure to achieve target or changes identified in the work plan shall be considered a breach of contract and shall be subject to the non performance terms identified in the Prevention Services Agreement.

**SCOPE OF WORK – ARTICLE II
CONTRACTED SERVICES**

- 2.1** Subcontractor shall provide the following contracted services and target service delivery to non-enrolled persons.
- Substance Abuse Block Grant(SABG) – Prevention

**SCOPE OF WORK – ARTICLE III
GSA's AND COUNTIES SERVED**

- 3.1** Subcontractor agrees to provide services to the behavioral health members who reside or are enrolled in the following GSA's and Counties:
- GSA 4 (Gila)

**SCOPE OF WORK – ARTICLE IV
PROVIDER TYPE**

- 4.1** Agreement requirements are specified based upon provider type. The Subcontractor's applicable provider type(s) is/are listed below.
- Prevention Services Provider

**SCOPE OF WORK – ARTICLE V
PREVENTION REQUIREMENTS**

- 5.1 OVERVIEW**

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

- 5.1.1 Prevention services are designed to promote healthy individuals, families and communities.
- 5.1.2 Prevention targets people who do not have a diagnosable behavioral health problem and who are not enrolled in the behavioral health system.
- 5.1.3 All prevention services must be designed to, at a minimum, address the reduction of substance use. Prevention programs are designed to decrease risk, increase protective factors and target low income populations.
- 5.1.4 Subcontractor is required to provide and make available prevention services to at-risk populations based upon risk and protective factors using evidenced based programs or Cenpatico approved strategies that can be demonstrated through an approved logic model. All prevention services are to demonstrate increased knowledge, skills or changes in behaviors and use Cenpatico approved evaluation instruments. All prevention programs are required to implement the use of core measures, State Outcome Measures (SOMs), where applicable, program specific evaluation tools and any other tools as determined by Cenpatico and/or Cenpatico consultant. All evaluation instruments must be approved by Cenpatico.

5.2 PREVENTION STRATEGIES

- 5.2.1 Cenpatico contracts for Prevention Services based upon identified community needs. Contracted strategies include:
 - Community Based Processes
 - Problem Identification and Referral
 - Public Information and Social Marketing
 - Community Education and Training
 - Life Skills
 - Youth Leadership
 - Peer Leadership
 - Personal and Cultural Development
 - Family Support
 - Environmental Strategies

5.3 PREVENTION REQUIREMENTS

- 5.3.1 Subcontractor is required to provide primary Behavioral Health Prevention Services in compliance with the ADHS/DBHS Prevention Framework for Behavioral Health. Behavioral Health Prevention Services is required to be developed and delivered in accordance to the following requirements:
 - 5.3.1.1 Subcontractors are required to implement prevention programs and services that do not endanger the health, safety, or welfare of persons served.
 - 5.3.1.2 Subcontractor is required to provide services in a respectful, non-exploitive manner that incorporates the cultural competency requirements in service deliver.
 - 5.3.1.3 Subcontractor is required to meet, at minimum, the following safety requirements:
 - Demonstrate documentary evidence that all staff, contractors, volunteers or other person delivering prevention services to persons under the age of 18

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT**

ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14

- have applied for or received a Class I Fingerprint Clearance card before providing prevention services
- Persons denied a Class I Fingerprint Clearance card shall not provide unsupervised services to youth in prevention programs.
- 5.3.1.4 Subcontractor is required to comply with Provider Manual Section 7.4, *Reporting of Incidents, Accidents and Deaths*.
- 5.3.1.5 Subcontractor is required to demonstrate documentary evidence that at least one staff member is current in First Aid Certification and at least one staff member current in Cardio Pulmonary Resuscitation Certification (CPR) are present at all times on facility premises, on field trips, or while transporting children in a facility's motor vehicle or a vehicle designated to transport children. A staff member with current certification in both first aid and CPR may meet this requirement.
- 5.3.1.6 Subcontractor is required to maintain a current first aid kit accessible to staff members
- 5.3.1.7 Subcontractor is required to prohibit the use or possession of the following items when a prevention program member is on facility premises, during hours of operation, or in any motor vehicle when used for transportation of program members:
- Any beverage containing alcohol
 - A controlled substance; and
 - A firearm or other lethal weapon
- 5.3.1.8 Subcontract is required to demonstrate documentary evidence that the following applicable health and safety inspections take place for any facilities owned, leased, or rented to provide prevention services, according to the following schedules, and make any repairs or corrections stated on an inspection report:
- Sanitation; every twelve (12) months by a local health department
 - Gas inspections; every twelve (12) months by a plumber holding a plumbing business license issued by a local government; and
 - Fire inspections; every thirty-six (36) months by a local fire department or the State Fire Marshal.
- 5.3.1.9 Subcontractor is required to ensure prevention program premises and furnishings to be free from dirt, disease, and odor. Exceptions to requirements for facilities may be made at the discretion of Cenpatico.
- 5.3.1.10 Subcontractor is required to have motor vehicle insurance and a current registration with the Arizona Department of Transportation.
- 5.3.1.11 Subcontractor shall not permit any person to be transported in a truck bed, camper, or trailer attached to a motor vehicle.
- 5.3.1.12 Subcontractor is required to ensure all vehicle passengers use age and size appropriate restraint systems.
- 5.3.1.13 Subcontractor is required to carry a first aid kit, fire extinguisher, and water sufficient for the needs of each passenger.
- 5.3.1.14 Subcontractor is required to carry active, written consent from a parent or guardian for each youth transported.

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
 PREVENTION SERVICES AGREEMENT
 SCOPE OF WORK (SOW) / EXHIBIT A
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

- 5.3.2 Subcontractor is required to document and immediately report all suspected alleged cases of abuse, neglect or exploitation to the proper authorities Tribal Social Services, Child Safety and Family Services, and Adult Protective Services or to a local law enforcement agency, as applicable
- 5.3.3 Subcontractor is required to participate in site visits by Cenpatico/ADHS as requested.
- 5.3.4 Subcontractor is required to include in the evaluation, an analysis of process and outcome data. All Cenpatico Prevention Programs must work collaboratively with the assigned Cenpatico Evaluation Consultant and enter data as directed. Prevention providers are required to enter outcome data into the assigned database in accordance with the requirements to the evaluation instrument. Each program must report at least one outcome unless the Subcontractor received written approval from Cenpatico to not complete an outcome evaluation for a specific program.
- 5.3.5 Subcontractor is required to use Cenpatico Evaluation Tools, as well the State Outcomes Measure instruments below to evaluate programs. Other evaluation tools may be required, as identified in approved logic model

Name of Scale	Prevention programs serving the following populations must use this instrument
Adolescent Program Evaluation	Youth in Grade 6 to age 21
Coalition Survey	RBHA designated
Early Identification and Referral Form	Any person who has been referred to behavioral health treatment assessment or other services
Sidewalk, Street Survey, or Community Survey	Community members
Cenpatico Youth Leadership	Youth in Grades 8 to age 21
Life Skills	Youth participants

- 5.3.6 Subcontractor is required to obtain Cenpatico written approval to use additional evaluation tools or measures.
- 5.3.7 Subcontractors are required to submit program evaluations in a format prescribed by Cenpatico.
- 5.3.8 Behavioral Health Prevention Services are data driven and required to be developed and provided based upon behavioral health consequences, local behavioral health trends, key intervening variables, goal driven with measurable objectives and outcomes, culturally proficient best practices, and evaluated, as opposed to individual member needs.
- 5.3.9 Behavioral Health Prevention Services programs are required to be developed following a written comprehensive and collaborative analysis of local data, community assets, and best practices.
- 5.3.10 Behavioral Health Prevention Services programs are required to build upon and support local collaborative community development efforts.

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

- 5.3.11 Behavioral Health Prevention Services are required to include robust evaluation efforts to measure the efficacy of the prevention program and the use of core measures for State Outcome Measures (SOM) reporting.
- 5.3.12 Behavioral Health Prevention Services program is required to be limited to primary prevention services and shall not include direct care treatment services, which should be provided through clinical outpatient programs; such as, school-based support groups or "pull out programs" for identified members.
- 5.3.13 Subcontractor shall use environmental strategies to change community norms, perceptions, and knowledge and such strategies are consistent with local norms, practices, and policies.
- 5.3.14 Subcontractor is required to develop and submit the Program Description/Logic Model in conjunction with the local substance abuse coalition and submit any program revisions/changes to Cenpatico for prior approval.
- 5.3.15 Subcontractor is required to evaluate for changes in targeted protective and risk factors using the core evaluation instrument(s), State Outcome Measures and program specific evaluation tools. Program specific evaluation instruments are to be used to measure increased knowledge, changes in behavioral or skills and be consistent with the Logic Model.
- 5.3.16 Subcontractor prevention staff is required to complete the Prevention Profile trainings identified in Essential Learning.
- 5.3.17 Subcontractor is required to submit monthly prevention reports and any other reports/documents as required.
- 5.3.18 Subcontractor is required to implement more than one prevention strategy.
- 5.3.19 Prevention providers are required to enter outcome data into the assigned database in accordance with the requirements to the evaluation instrument.
- 5.3.20 Subcontractor is required to understand any funds not used by the end of the Agreement year (June 30th) in delivery of proposed Covered Behavioral Health Prevention Services will be recouped.
- 5.3.21 Subcontractor is required to use the ADHS active Consent template to gain parental consent for youth to participate in evaluations of school based prevention programs. Subcontractor is required to obtain written, active, parental consent in accordance with A.R.S. § 15-104, to conduct any survey, analysis, or evaluation of students that is administered in a school if it includes questions about substances, suicide, or sexual behavior. Parental consent is not required to participate in the program itself. Subcontractor is required to maintain a locked file of signed Active Parent Consent forms for prevention services and develop a unique identifier. Parental consent is not required to participate in the program.
- 5.3.22 Subcontractor is required to attend the annual prevention conference and other trainings as requested.
- 5.3.23 Prevention professional must complete workforce development requirements as specified for Prevention Credentialing through Arizonans for Prevention and the Framework for Prevention. Trainings shall include:
- Relias Essential Learning Prevention list
 - Annual Cultural Competency
 - Annual Ethics
 - All trainings required for Prevention Credentialing

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
 PREVENTION SERVICES AGREEMENT
 SCOPE OF WORK (SOW) / EXHIBIT A
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

- 5.3.24 Subcontractor is required to maintain regularly scheduled supervision sessions and document such sessions in a standardized format that includes, at a minimum, date, duration, subject matter, staff name, supervisor name, and signatures.
- 5.3.25 Prevention providers are required to comply with DBHS Credentialing process requirements and ensure staff is credentialed at least as a Level I Prevention Professional.
- 5.3.26 Subcontractor is required to comply with relevant SABG requirements.
- 5.3.27 Subcontractor is required to comply with all Prevention Training requirements. Annual cultural competency and ethics training is required. First year prevention staff must attend live cultural competency training sponsored by Cenpatico; subsequent years training may be on-line, recorded webinars or live, and shall include:
 - Cultural Competency 101 – Embracing Diversity
 - Prevention Foundations: Part 1 – An Introduction to prevention
 - Prevention Foundations: Part 2 – Models in Prevention
 - Prevention Foundations: Part 3 – Planning in Prevention
 - Prevention Foundations: Part 4 – Middle to Late Adulthood
 - On-Line:
 - Stress Management in the Workplace
- 5.3.28 Provider is to leverage Cenpatico funds through grants, fundraising, in-kind support and/or other measures
- 5.3.29 Staff to participate in monthly provider meetings, as scheduled.
- 5.3.30 All prevention programs are based on local data using best practices. Local needs and assets assessments are conducted at least every three years.
- 5.3.31 Coalition sustainability plans must be developed within the first year and updated at least annually.
- 5.3.32 Needs and asset assessments to be conducted at a minimum every three years.

5.4 PREVENTION SERVICES PERIODIC REPORTING

- 5.4.1 Subcontractor is required to submit an Annual Prevention Plan/Logic Model by April 5th of the year proceeding the State fiscal year in which the plan will be implemented. The plan shall contain three (3) parts; Part 1: Regional Strategic Plan (1 per Program/Community) and Part 2: Program Description; Part 3: Measurable Goals and Objectives submitted in the prescribed format and entered into prescribed database.
- 5.4.2 Subcontractor is required to submit an Annual Prevention Report by August 15th of the year following the State fiscal year in which the previous Annual Prevention Plan was implemented. The plan shall contain four (4) parts; Part 1: Regional Evaluation (1 per Program/Community), Part 2: Evaluation of Workforce Capacity (1 per Program/Community), Part 3: Program Evaluation (1 per Program/Community), Part 4: Evaluation Outcomes and Supplemental Information.
- 5.4.3 Subcontractor is required to submit allegations of attempted suicide, sexual abuse, and death incident report as per Cenpatico Provider Manual.

SCOPE OF WORK – ARTICLE VI

**CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC dba CENPATICO INTEGRATED CARE
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 10/01/14**

PROVIDER SPECIFIC REQUIREMENTS

6.1 OVERVIEW – Prevention Strategies

- 6.1.1 Subcontractor is required to develop and implement environmental strategies to change community norms, perceptions and policies, based on local needs and data, to address perception of harm, youth talking to parents about alcohol and drugs, reduce underage drinking, marijuana access and perception of harm for youth in the Globe/Miami area of Gila County.
- 6.1.2 Planning and implementation must be in collaboration with the local substance use coalition and designed to change community norms, laws and policies. Process and outcome measures must be developed, collected and reported.
- 6.1.3 Multiple strategies are to be provided and may include: public information and social marketing, community education and training, youth leadership, life skills, community based processes and environmental strategies. Strategies and implementation is based on the prevailing local cultures of the targeted populations. Approved evidenced based curriculums and programs shall be used. All programs are to have measurable outcomes.
- 6.1.4 Subcontractor is required to maintain Participation Rosters, Permission Slips and Emergency Cards, coalition roster, sign in sheets, meeting minutes, and agendas. Prevention programs/activities are year round.
- 6.1.5 Documentation is required to be completed on Cenpatico approved documentation forms. Staff supervision shall be documented.
Subcontractor is required to record and report the number of referrals to behavioral health services and to community based services using the Early Identification and Referral Form (EIRF).
- 6.1.6 Prevention staff is required to attend all required trainings and meetings. Membership in Arizonans 4 Prevention and CADCA is required. At a minimum prevention staff shall be credentialed as a Level 1.
- 6.1.7 Cenpatico of Arizona and the Arizona Department of Health Services support shall be acknowledged in training and program announcements/materials.
- 6.1.8 Subcontractor is required to implement the Arizona Department of Health Services/Division of Behavioral Health (ADHS/DBHS) approved Copper Basin logic model
- 6.1.9 Implement a professionally developed public information and social marketing campaign to address the approved logic model.
- 6.1.10 Closely monitors expenditures.
- 6.1.11 Subcontractor is required to contract with a consultant or consultants, approved by Cenpatico for coalition development and sustainability.
- 6.1.12 Subcontractor is required to submit any change to the signatory authorization to Cenpatico, within thirty (30) days of the change.

**CENPATICO
FINANCIAL COMPENSATION
REGIONAL BEHAVIORAL HEALTH AUTHORITY ATTACHMENT - EXHIBIT B
GILA COUNTY HEALTH DEPARTMENT
ORINATION DATE: 11/01/2013 REVISION DATE: 10/01/2014**

1. OVERVIEW

This Exhibit B to the Regional Behavioral Health Authority Attachment (the "RBHA Attachment") is incorporated into the RBHA Attachment and the Managed Health Services Provider Agreement (the "Agreement"), made and entered into as of October 1, 2014 (the "Effective Date"), by and between Gila County Health Department (referred to herein as "Subcontractor") and Cenpatico Behavioral Health of Arizona, LLC and Cenpatico of Arizona, Inc. dba Cenpatico Integrated Care (each referred to herein as "Cenpatico" and collectively, with Subcontractor, as the "Parties"). This Exhibit B is effective as of the Effective Date. Capitalized terms used but not defined herein shall have the meanings set forth in Exhibit H to the RBHA Attachment.

2. CONTACT MAXIMUM AMOUNT

The Contract limit will not exceed \$62,000 for the contractual year July 1 - June 30), as identified in the Payment Table(s) below. The Maximum amount payable under this contract is specific to "Payment Type" and "Fund Type". Under-delivery in one Payment Type or Fund Type can not be offset by over-delivery in another Payment Type or Fund Type, except as approved by Cenpatico.

2. CONTRACT PAYMENT TABLE

Payment Table / GSA 4 Pinal - Gila Counties

Service Level	County / Community	Program	Payment Type	Budget Term	Total for Budget Term
		Prevention SABG			
Payment Table	Gila/southern Gila County	Prevention SABG	Block Payment - after monthly reporting approval	07/01/2014 - 09/30/2014	8,517
Payment Table	Gila/southern Gila County	Prevention SABG	Block Payment - after monthly reporting approval	10/01/2014- 06/30/2015	53,483
			GSA 4 Total	Prevention SABG	62,000
Grand Total - GSA 4					
			Grand Total	GSA 4	62,000

CENPATICO
SUBCONTRACTOR DELIVERABLES SCHEDULE
REGIONAL BEHAVIORAL HEALTH AUTHORITY ATTACHMENT - EXHIBIT E
GILA COUNTY HEALTH DEPARTMENT
REVISION DATE: 10/01/2014

This Exhibit E to the Regional Behavioral Health Authority Attachment (the "RBHA Attachment") is incorporated into the RBHA Attachment and the Managed Health Services Provider Agreement (the "Agreement"), made and entered into as of October 1, 2014 (the "Effective Date"), by and between Gila County Health Department (referred to herein as "Subcontractor") and Cenpatico Behavioral Health of Arizona, LLC and Cenpatico of Arizona, Inc. (each referred to herein as "Cenpatico" and collectively, with Subcontractor, as the "Parties"). This Exhibit E is effective as of the Effective Date. Capitalized terms used but not defined herein shall have the meanings set forth in Exhibit H to the RBHA Attachment.

Report Frequency: Within 24 Hours, 48 Hours, Weekly, As Requested, or As Applicable

REFERENCE #	REPORTS/FORMS	DUE DATE & WHERE TO SEND
RF-1015	Notification by email or letter of an unexpected material facility change that could impact the Provider Network.	Within one (1) business day of becoming aware of the unexpected change. E-mail cazdeliverables@cenpatico.com
RF-1016	Expected material change that could impact the Provider Network including change of address. Use the Cenpatico 'Notification of Network Change' Form.	At least 75 days prior to the anticipated change that could impact the Provider Network. E-mail cazdeliverables@cenpatico.com
RF-1005	Incidents, Accidents, and Death Report See PM Form 7.4.1	Within 2 business days of the incident E-mail AZQualityManagement@Cenpatico.com
RF-1010	Complaint Resolution Confirmation Response, if applicable.	Within two (2) business days of the request Fax to 866.601.0111
RF-1018	Ad Hoc Reports not listed	Within requested time frame, as specified on the request E-mail/Fax as Directed
RF-FN-405	OMB A-133 Audit	As Requested

Report Frequency: Monthly

REFERENCE #	DELIVERABLE	DUE DATE & WHERE TO SEND
EC-304	Prevention Report using Cenpatico format	15th day after month end E-mail cazdeliverables@cenpatico.com

Report Frequency: Quarterly

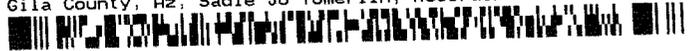
REFERENCE #	DELIVERABLE	DUE DATE & WHERE TO SEND
-------------	-------------	--------------------------

SUBMIT ALL REPORTS TO THE EMAIL/FAX IN 3RD COLUMN VIA SECURE EMAIL/FAX AND REFERENCE # IN 1ST COLUMN TO ENSURE COMPLIANCE. THIS IS NOT AN ALL INCLUSIVE LIST. PLEASE CONTACT CONTRACTS DEPT. FOR QUESTIONS.

**CENPATICO
SUBCONTRACTOR DELIVERABLES SCHEDULE
REGIONAL BEHAVIORAL HEALTH AUTHORITY ATTACHMENT - EXHIBIT E
GILA COUNTY HEALTH DEPARTMENT
REVISION DATE: 10/01/2014**

ED-101	Year to Date list of employees and contractors that have been checked against the Exclusion Databases, as defined in the RBHA Attachment.	10th day after quarter end E-mail cazdeliverables@cenpatico.com
Report Frequency: Annually		
REFERENCE	DELIVERABLE	DUE DATE & WHERE TO SEND
CD-502	General Liability Insurance, Professional Liability Insurance, Sexual Abuse/Molestation Liability Insurance, Auto Insurance and Workers Comp Insurance with specified limitations	Within 15 days prior to expiration of each policy E-mail cazdeliverables@cenpatico.com
EC-305	Annual Prevention Report for contract year	Submit Notice of Online Submission by August 31st E-mail cazdeliverables@cenpatico.com
EC-306	Submittal of Prevention Program Description/Logic Model	Submit Notice of Online Submission by April 5th E-mail cazdeliverables@cenpatico.com
FN-406	Annual Financial Statement of Expenditures	31st day after fiscal year end E-mail cazdeliverables@cenpatico.com

SUBMIT ALL REPORTS TO THE EMAIL/FAX IN 3RD COLUMN VIA SECURE EMAIL/FAX AND REFERENCE # IN 1ST COLUMN TO ENSURE COMPLIANCE. THIS IS NOT AN ALL INCLUSIVE LIST. PLEASE CONTACT CONTRACTS DEPT. FOR QUESTIONS.



When recorded deliver to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



CAPTION HEADING:

Amendment #1

To Business Associate/Prevention Services Agreement

Between

Gila County

And

Cenpatico Behavioral Health of Arizona, LLC

Original Recorded Document Number 2014-003750

DO NOT REMOVE

This is part of the official document



July 1, 2014

**CENPATICO
 PREVENTION SERVICES AGREEMENT
 AMENDMENT #1**

This Amendment (Amendment #1) is made and entered into between *Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., and GILA COUNTY HEALTH DEPARTMENT*. It is mutually agreed that the Prevention Services Agreement (Agreement) between the Parties hereto is amended herein to reflect the changes outlined in this Agreement. The Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement. All other terms and conditions of the original Prevention Services Agreement, except as amended, shall remain in full force and effect.

The parties hereby agree that the original Agreement shall be amended as follows:

- Boilerplate: There are NO changes to the Boilerplate.
- Exhibit A: There are NO changes to the Scope of Work.
- Exhibit B: Funding is updated. This will replace the current Exhibit B.
- Exhibit C - Uniform Terms and Conditions: There are NO changes to the Exhibit C.
- Exhibit E – Deliverables: There are several changes to Exhibit E.
- Exhibit F – CLAS Standards: There are NO changes to the Exhibit F.
- Exhibits G, H, I and J are reserved for future use.
- Exhibit K – Business Associate Agreement: There are several changes to Exhibit K.

Accordingly, the parties hereto execute this Amendment on the day and year specified below.

Cenpatico Behavioral Health of Arizona, LLC:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Michael A. Pastor
Title:	CEO	Title:	Chairman, Board of Supervisors
Date:	7-1-14	Date:	8-5-2014
		Tax ID:	

Cenpatico of Arizona, Inc.:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Bryan Chambers
Title:	President & CEO	Title:	Deputy Attorney Principal
Date:	7-1-14	Date:	8-5-2014



**CENPATICO OF ARIZONA
 FINANCIAL COMPENSATION
 EXHIBIT B
 GILA COUNTY HEALTH DEPARTMENT
 ORIGATION DATE: 11/01/2014 REVISION DATE: 07/01/2014**

1. OVERVIEW

Cenpatico shall compensate Subcontractor for Universal Prevention Services provided to persons not enrolled in behavioral health services as outlined in this Agreement. The method and amount of compensation for the contract year (July 1 - September 30) is specified in this Exhibit. Changes in the fee schedule or amount of compensation for the contract year (July 1 - September 30) may occur through amendments to this Agreement, or as a result of funding reductions from ADHS/DBHS.

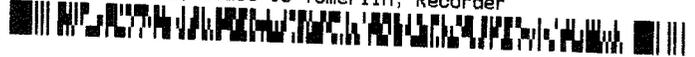
2. CONTACT MAXIMUM AMOUNT

The Contract limit will not exceed \$8,517 for the contractual year July 1 - September 30), as identified in the Payment Table(s) below. The Maximum amount payable under this contract is specific to "Payment Type" and "Fund Type". Under-delivery in one Payment Type or Fund Type can not be offset by over-delivery in another Payment Type or Fund Type, except as approved by Cenpatico.

2. CONTRACT PAYMENT TABLE

Payment Table / GSA 4 Pinal - Gila Counties

Service Level	County / Community	Program	Payment Type	Budget Term	Total for Budget Term
		Prevention SABG			
Payment Table	Gila	Prevention SABG	Block Payment - after monthly reporting approval	07/01/2014 - 09/30/2014	8,517
			GSA 4 Total	Prevention SABG	8,517
Grand Total - GSA 4					
			Grand Total	GSA 4	8,517



**CENPATICO
 PREVENTION SERVICES AGREEMENT
 DELIVERABLES SCHEDULE / EXHIBIT E
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 09/01/2010 REVISED: 07/01/2014**

REPORT FREQUENCY: WITHIN 24 HOURS, 48 HOURS, WEEKLY, AS REQUESTED, OR AS APPLICABLE

Reference	Deliverable	Due Date & Where To Send
RF-1005	Incidents, Accidents, and Death Report See PM Form 7.4.1	Within 48 hours of the incident Fax to 866.601.0111
RF-1010	Complaint Resolution Confirmation Response, if applicable.	Within two (2) business days of the request Fax to 866-601-0111
RF-1015	Unexpected material change that could impact the Provider Network including change of address	Within one (1) business day of becoming aware of the change. E-mail: azdeliverables@cenpatico.com
RF-1016	Expected material change that could impact the Provider Network including change of address	At least 75 days prior to the anticipated change that could impact the Provider Network. E-mail: azdeliverables@cenpatico.com
RF-1018	Ad Hoc Reports not listed	Within requested time frame, as specified on the request. E-mail/Fax as Directed
RF-FN-405	OMB A-133 Audit	As Requested

REPORT FREQUENCY: MONTHLY

Reference	Deliverable	Due Date & Where To Send
EC-304	Prevention Report using Cenpatico format	15th day after month end E-mail: azdeliverables@cenpatico.com

REPORT FREQUENCY: QUARTERLY

Reference	Deliverable	Due Date & Where To Send
ED-101	Year to Date list of employees and contractors that have been checked against the Exclusion Databases, as defined in Exhibit C / Section 3.14 - Excluded Providers.	10th day after quarter end E-mail azdeliverables@cenpatico.com

REPORT FREQUENCY: ANNUALLY

Reference	Deliverable	Due Date & Where To Send
CD-502	General Liability Insurance, Professional Liability Insurance, Sexual Abuse/Molestation Liability Insurance, Auto Insurance and Workers Comp Insurance with specified limitations	Within 15 days prior to expiration of each policy E-mail: azdeliverables@cenpatico.com
EC-305	Annual Prevention Report for contract year	Submit Notice of Online Submission by August 31st. E-mail: azdeliverables@cenpatico.com
EC-306	Prevention Logic Model using ADHS/DBHS format and entered into ADHS / DBHS designated database.	E-mail: Notice of Online Submission and Logic Model document by April 5th. E-mail: azdeliverables@cenpatico.com
FN-406	Annual Financial Statement of Expenditures	31st day after fiscal year end Linda Weinberg



**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
REGIONAL BEHAVIORAL HEALTH AUTHORITY ATTACHMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT**

This **BUSINESS ASSOCIATE AGREEMENT** (for purposes of this Exhibit K, the "**Agreement**") is entered into on this 1st day of July, 2014, by and between **Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.**, herein referred to as "**Cenpatico**" ("**the Covered Entities**") and **Gila County Health Department** ("**Business Associate**").

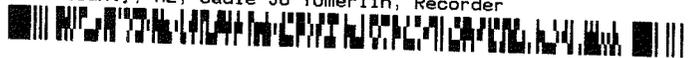
WHEREAS, pursuant to that certain Managed Health Services Provider Agreement, dated as of April 15, 2014, entered into by and between Covered Entities and Business Associate ("**Services Agreement**"), Business Associate provides certain functions, activities, and/or services (collectively, "**Services**") to Covered Entities;

WHEREAS, in connection with such Services, Covered Entities will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entities, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) ("**PHI**"); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entities and Business Associate agree as follows:

1. **Definitions.** The Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "**Privacy Rule**") and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the "**Security Rule**"), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the "**HIPAA Authorities.**" All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.
2. **Interpretation of Provisions of this Agreement.** In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entities and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.
3. **Obligations of Business Associate.**
 - a. **Limits on Use and Disclosure.** Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entities' obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entities in the performance of such obligations.
 - b. **Safeguards.** Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.
 - c. **Mitigation of Harm.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.



- d. Report of Improper Use or Disclosure. Business Associate agrees to notify Covered Entities, in writing or orally, without unreasonable delay, but in no case more than five (5) calendar days, of any successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than fourteen (14) calendar days following discovery of the Security Incident or Breach, Business Associate shall provide Covered Entities with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. To the extent that Covered Entities reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entities under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entities for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entities in connection with any report made pursuant to this Section.
- e. Subcontractors.
- i. Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("**Subcontractor Agreement**") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.
 - ii. Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entities of such material breach in writing and, at its option (unless otherwise directed by Covered Entities), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entities and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entities) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entities.
 - iii. Business Associate agrees to provide Covered Entities with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in in connection with Business Associate's obligations under the Service Agreement with Covered Entities within thirty (30) days of such a request.
- f. Access to Records. At the request of Covered Entities and within five (5) business days of such request and in a reasonable manner designated by Covered Entities, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entities or, as directed by Covered Entities, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.
- g. Amendments to PHI. At the request of Covered Entities, or, as directed by Covered Entities, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entities, any amendment(s) to PHI in a Designated Record Set to which the Covered Entities has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entities in complying with Covered Entities' obligations under 45 CFR §164.526.
- h. Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entities or the Secretary for purposes of determining Covered

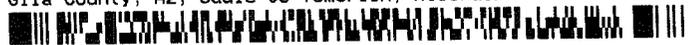


Entities' compliance with the HIPAA Authorities, in Secretary, as applicable. Covered Entities reserve the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

- i. Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entities or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entities, as necessary to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.
- j. Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.
- k. Notification of Claims. Business Associate shall promptly notify Covered Entities upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("**Actions**") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any Covered Entities, regardless of whether Covered Entities and/or Business Associate are named as parties to such Actions.
- l. Security Rule Requirements. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the Security Rule. Business Associate agrees to report to Covered Entities any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any successful Security Incident of which it becomes aware to Covered Entities immediately, but not later than five (5) calendar days after the Security Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).
- m. Compliance with HIPAA Authorities. Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

4. Permitted Uses and Disclosures by Business Associate.

- a. Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entities as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and



procedures of Covered Entities relating to the "Mi...". Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate's obligations under the Services Agreement.

- b. **Appropriate Uses of PHI.** Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - c. **Confidentiality Assurances and Notification.** Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 - d. **Data Aggregation Services.** As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entities as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.
5. **Indemnification.** Each party (the "***Indemnitor***") shall indemnify and hold harmless the other party (the "***Indemnitee***") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a third party arising out of or related to the Indemnitor's acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI or, when the Indemnitor is the Business Associate, the use and disclosure of PHI by a Subcontractor of Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action.
6. **Obligations of Covered Entities.**
- a. **Notice of Privacy Practices.** Covered Entities shall notify Business Associate of any limitation(s) in Covered Entities's notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
 - b. **Change or Revocation of Permission.** Covered Entities shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.
 - c. **Restrictions on Use or Disclosure.** Covered Entities shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entities of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.
 - d. **No Request to Use or Disclose in Impermissible Manner.** Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entities shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entities.
7. **Term and Termination**
- a. **Term.** This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.



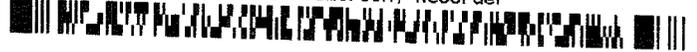
- b. Termination with Cause. Upon Covered Entities's knowledge of a breach by Business Associate, or its Subcontractors, Covered Entities shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entities deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.
- c. Effect of Termination.
- i. Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entities' election), and shall retain no copies of, all PHI in the possession of Business Associate.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entities written notification of the conditions that make return or destruction infeasible. Upon Covered Entities' written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to, Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
8. Standards for Electronic Transactions. In connection with the Services to be provided to Covered Entities pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a "standard transaction" under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the "*Electronic Transactions Standards*"), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or (iv) change the meaning or intent of the standard's implementation specification(s). Business Associate understands that Covered Entities reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.
9. Confidentiality of Business Information.
- a. Business Information. In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, "**Confidential Business Information**") without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party's option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 9 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of

this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

- b. Response to Subpoena. Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entities within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

10. Miscellaneous.

- a. Assignment; Waiver. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.
- b. Property Rights. All PHI shall be and remain the exclusive property of Covered Entities. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.
- c. Right to Cure. Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entities has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entities' cure of Business Associate's breach(es) shall be borne solely by Business Associate.
- d. Injunctive Relief. Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entities retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.
- e. Survival; Severability. The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.
- f. Entire Agreement; Amendment. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entities and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona to the extent that the HIPAA Authorities do not preempt the same.

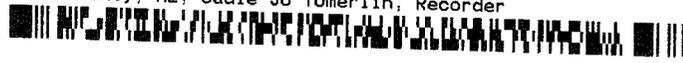


- h. Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entities:	If Business Associate:
Name: Terry Stevens	Name: Michael A. Pastor
Title: CEO	Title: Chairman, Board of Supervisors
Company: Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.	Company: Gila County Health Department
Address: 1501 W. Fountainhead Parkway, Suite 295 Tempe, Arizona 85282	Address: 1400 East Ash Street Globe, Arizona 85501
Phone: 866.495.6738 x26115	Phone: 928-402-8813
Email: tstevens@centene.com	Email: phorn@gilacountyaz.gov

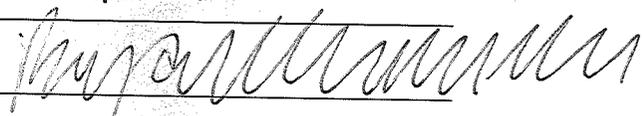
- i. Independent Contractors. For purposes of this Agreement, Covered Entities and Business Associate, and Covered Entities and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

[Signature page follows]



**CENPATICO
 BUSINESS ASSOCIATE AGREEMENT
 REGIONAL BEHAVIORAL HEALTH AUTHORITY ATTACHMENT – EXHIBIT K**

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Cenpatico Behavioral Health of Arizona, LLC:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Michael A. Pastor
Title:	CEO	Title:	Chairman, Board of Supervisors
Date:	7-1-14	Date:	8-5-2014
		Tax ID:	
Cenpatico of Arizona, Inc.:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Bryan Chambers
Title:	President & CEO	Title:	Deputy Attorney Principal
Date:	7-1-14	Date:	8-5-2014

January 1, 2014

**CENPATICO
PREVENTION SERVICES
COVER SHEET**

The enclosed documents are made and entered into between *Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc., and*

GILA COUNTY

Listed below are the items that are included in your contract:

- Boilerplate: Prevention Services Agreement, Requires signature page 42 & verification of notices block
- Exhibit A: Scope of Work
- Exhibit B: Method & amount of compensation
- Exhibit C: Uniform Terms and Conditions
- Exhibit E: Deliverables
- Exhibit F: CLAS Standards
- Exhibit G: State of Arizona Uniform Terms and Conditions:
- Exhibit K: Business Associates Agreement, please sign page 9

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

**SCOPE OF WORK – ARTICLE I
PROFESSIONAL REQUIREMENTS AND PROVISIONS**

- 1.1** Subcontractor is required to deliver and agrees to perform the Prevention Behavioral Health Services as set forth in this Scope of Work for the consideration stated within this Agreement. Subcontractor is required to ensure all staff providing services under this Agreement are properly trained, supervised and credentialed for the provision of such services and meet all DBHS requirements to perform said services.
- 1.2** In the event Subcontractor cannot meet a target timeline or provision identified in this scope of work, Subcontractor is required to submit a work plan detailing how and when the target or provision will be met. Once approved by Cenpatico the work plan will be monitored to demonstrate compliance with the scope of work. Failure to achieve target or changes identified in the work plan shall be considered a breach of contract and shall be subject to the non performance terms identified in the Prevention Services Agreement.

**SCOPE OF WORK – ARTICLE II
CONTRACTED SERVICES**

- 2.1** Subcontractor shall provide the following contracted services and target service delivery to non-enrolled persons.
- SAPT – Prevention
 - SAPT – Substance Use - Prevention

**SCOPE OF WORK – ARTICLE III
GSA's AND COUNTIES SERVED**

- 3.1** Subcontractor agrees to provide services to the behavioral health members who reside or are enrolled in the following GSA's and Counties:
- GSA 4 (Gila)

**SCOPE OF WORK – ARTICLE IV
PROVIDER TYPE**

- 4.1** Agreement requirements are specified based upon provider type. The Subcontractor's applicable provider type(s) is/are listed below.
- Prevention Services Provider

**SCOPE OF WORK – ARTICLE V
PREVENTION REQUIREMENTS**

- 5.1 OVERVIEW**

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

- 5.1.1 Prevention services are designed to promote healthy individuals, families and communities.
- 5.1.2 Prevention targets people who do not have a diagnosable behavioral health problem and who are not enrolled in the behavioral health system.
- 5.1.3 All prevention services must be designed to, at a minimum, address the reduction of substance use. Prevention programs are designed to decrease risk, increase protective factors and target low income populations.
- 5.1.4 Subcontractor is required to provide and make available prevention services to at-risk populations based upon risk and protective factors using evidenced based programs or Cenpatico approved strategies that can be demonstrated through an approved logic model. All prevention services are to demonstrate increased knowledge, skills or changes in behaviors and use Cenpatico approved evaluation instruments. All prevention programs are required to implement the use of core measures, State Outcome Measures (SOMs), where applicable, program specific evaluation tools and any other tools as determined by Cenpatico and/or Cenpatico consultant. All evaluation instruments must be approved by Cenpatico.

5.2 PREVENTION STRATEGIES

- 5.2.1 Cenpatico contracts for Prevention Services based upon identified community needs. Contracted strategies include:
 - Community Based Projects
 - Problem Identification and Referral
 - Social Marketing
 - Community Education and Training
 - Life Skills
 - Peer Leadership
 - Personal and Cultural Development
 - Family Support
 - Education

5.3 PREVENTION REQUIREMENTS

- 5.3.1 Subcontractor is required to provide primary Behavioral Health Prevention Services in compliance with the ADHS/DBHS Prevention Framework for Behavioral Health. Behavioral Health Prevention Services is required to be developed and delivered in accordance to the following requirements:
 - 5.3.1.1 Subcontractors are required to implement prevention programs and services that do not endanger the health, safety, or welfare of persons served.
 - 5.3.1.2 Subcontractor is required to provide services in a respectful, non-exploitive manner that incorporates the cultural competency requirements in service deliver.
 - 5.3.1.3 Subcontractor is required to meet, at minimum, the following safety requirements:
 - Demonstrate documentary evidence that all staff, contractors, volunteers or other person delivering prevention services to persons under the age of 18

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

- have applied for or received a Class I Fingerprint Clearance card before providing prevention services
- Persons denied a Class I Fingerprint Clearance card shall not provide unsupervised services to youth in prevention programs.
- 5.3.1.4 Subcontractor is required to comply with Provider Manual Section 7.4, *Reporting of Incidents, Accidents and Deaths*.
- 5.3.1.5 Subcontractor is required to demonstrate documentary evidence that at least one staff member is current in First Aid Certification and at least one staff member current in Cardio Pulmonary Resuscitation Certification (CPR) are present at all times on facility premises, on field trips, or while transporting children in a facility's motor vehicle or a vehicle designated to transport children. A staff member with current certification in both first aid and CPR may meet this requirement.
- 5.3.1.6 Subcontractor is required to maintain a current first aid kit accessible to staff members
- 5.3.1.7 Subcontractor is required to prohibit the use or possession of the following items when a prevention program member is on facility premises, during hours of operation, or in any motor vehicle when used for transportation of program members:
- Any beverage containing alcohol
 - A controlled substance; and
 - A firearm or other lethal weapon
- 5.3.1.8 Subcontract is required to demonstrate documentary evidence that the following health and safety inspections take place for any facilities owned, leased, or rented to provide prevention services, according to the following schedules, and make any repairs or corrections stated on an inspection report:
- Sanitation; every twelve (12) months by a local health department
 - Gas inspections; every twelve (12) months by a plumber holding a plumbing business license issued by a local government; and
 - Fire inspections; every thirty-six (36) months by a local fire department or the State Fire Marshal.
- 5.3.1.9 Subcontractor is required to ensure prevention program premises and furnishings to be free from dirt, disease, and odor. Exceptions to requirements for facilities may be made at the discretion of Cenpatico.
- 5.3.1.10 Subcontractor is required to have motor vehicle insurance and a current registration with the Arizona Department of Transportation.
- 5.3.1.11 Subcontractor shall not permit any person to be transported in a truck bed, camper, or trailer attached to a motor vehicle.
- 5.3.1.12 Subcontractor is required to ensure all vehicle passengers use age and size appropriate restraint systems.
- 5.3.1.13 Subcontractor is required to carry a first aid kit, fire extinguisher, and water sufficient for the needs of each passenger.
- 5.3.1.14 Subcontractor is required to carry active, written consent from a parent or guardian for each youth transported.

**CENPATICO
 PREVENTION SERVICES AGREEMENT
 SCOPE OF WORK (SOW) / EXHIBIT A
 GILA COUNTY HEALTH DEPARTMENT
 ORIGATION DATE: 09/01/2010 REVISED: 02/15/2014**

- 5.3.2 Subcontractor is required to document and immediately report all suspected alleged cases of child abuse or neglect to Tribal Social Services, Child protective Services, and Adult protective Services or to a local law enforcement agency, as applicable
- 5.3.3 Subcontractor is required to participate in site visits by Cenpatico/ADHS as requested.
- 5.3.4 Subcontractor is required to use the ADHS/DBHS Arizona Prevention Evaluation Database to enter individual level data for each State Outcome Measure used.
- 5.3.5 Subcontractor is required to include in the evaluation, an analysis of process and outcome data. All Cenpatico Prevention Programs must be evaluated for outcomes, at least once annually. Each program must report at least one outcome unless the Subcontractor received written approval from Cenpatico to not complete an outcome evaluation for a specific program.
- 5.3.6 Subcontractor is required to use Cenpatico Evaluation Tools, as well the State Outcomes Measure instruments below to evaluate programs. Other evaluation tools may be required.

Name of Scale	Prevention programs serving the following populations must use this instrument
Adolescent Program Evaluation	Youth in Grade 8 to age 21
Coalition Survey	RBHA designated
Suicide Prevention Program Evaluation Tool	Any Gatekeeper Training Activities
Early Identification and Referral Form	Any person who has been referred to behavioral health treatment assessment or other services
Sidewalk or Street Survey	Community members
Cenpatico Youth Leadership	Youth in Grades 8 to age 21

- 5.3.7 Subcontractor is required to obtain Cenpatico written approval to use additional evaluation tools or measures.
- 5.3.8 Subcontractors are required to submit program evaluations in a format prescribed by Cenpatico. Required elements of the annual evaluation report will be designated by Cenpatico each year; The Subcontractors annual report contains three parts, a regional evaluation, workforce evaluation and programmatic evaluations.
- 5.3.9 Behavioral Health Prevention Services are required to be developed and provided based upon identified community risk and protective factors, intervening variables and community needs, as opposed to individual member needs.
- 5.3.10 Behavioral Health Prevention Services programs are required to be developed following a written comprehensive and collaborative analysis of community issues and needs.
- 5.3.11 Behavioral Health Prevention Services programs are required to build upon and support local collaborative community development efforts.
- 5.3.12 Behavioral Health Prevention Services are required to include robust evaluation efforts to measure the efficacy of the prevention program and the use of core measures for State Outcome Measures (SOM) reporting.

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

- 5.3.13 Behavioral Health Prevention Services program is required to be limited to primary prevention services and shall not include direct care treatment services, which should be provided through clinical outpatient programs; such as, school-based support groups or “pull out programs” for identified members.
- 5.3.14 Subcontractor may use environmental prevention strategies if such strategies are a logical component of the community’s strategic plan to prevent substance abuse.
- 5.3.15 Subcontractor is required to document all Behavioral Health Prevention Services using a Cenpatico approved form and format.
- 5.3.16 Subcontractor is required to submit the Program Description/Logic Model and submit any program revisions/changes to Cenpatico for prior approval.
- 5.3.17 Subcontractor is required to agree to submit the Logic Model form and submit any program revisions/changes to Cenpatico for prior approval.
- 5.3.18 Subcontractor is required to evaluate for changes in targeted protective and risk factors using the core evaluation instrument(s), State Outcome Measures and program specific evaluation tools. If the Behavioral Health Prevention Provider is unable to find an appropriate ADHS core evaluation instrument, then the Behavioral Health Prevention Provider may use an alternative instrument with prior approval by Cenpatico and ADHS/DBHS. Program specific evaluation instruments are to be used to measure increased knowledge, changes in behavioral or skills and be consistent with the Logic Model.
- 5.3.19 Subcontractor prevention staff, are required to complete the Prevention Profile trainings identified in Essential Learning.
- 5.3.20 Subcontractor is required to submit monthly prevention reports and any other reports/documents as required.
- 5.3.21 Subcontractor is required to implement more than one prevention strategy.
- 5.3.22 Prevention providers are required to enter outcome data into the assigned database in accordance with the requirements to the evaluation instrument.
- 5.3.23 Subcontractor is required to understand any funds not used by the end of the Agreement year (June 30th) in delivery of proposed Covered Behavioral Health Prevention Services will be recouped.
- 5.3.24 Subcontractor is required to use the ADHS active Consent template to gain parental consent for youth to participate in evaluations of school based prevention programs. Subcontractor is required to obtain written, active, parental consent in accordance with A.R.S. § 15-104, to conduct any survey, analysis, or evaluation of students that is administered in a school if it includes questions about substances, suicide, or sexual behavior. Parental consent is not required to participate in the program itself. Subcontractor is required to maintain a locked file of signed Active Parent Consent forms for prevention services and develop a unique identifier. Parental consent is not required to participate in the program.
- 5.3.25 Subcontractor is required to attend the annual prevention conference and other trainings as requested.
- 5.3.26 Subcontractor is required to record and report the number of referrals to behavioral health services and to community based services using the ADHS format.
- 5.3.27 Prevention professional must complete workforce development requirements as specified in the Framework for Prevention. The level I Prevention Professionals Trainings shall include:

**CENPATICO
 PREVENTION SERVICES AGREEMENT
 SCOPE OF WORK (SOW) / EXHIBIT A
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

- Essential Learning Prevention list
 - Annual Cultural Competency
 - Annual Ethics
 - All trainings required for Prevention Credentialing
- 5.3.28 Subcontractor is required to maintain regularly scheduled supervision sessions and document such sessions in a standardized format that includes, at a minimum, date, duration, subject matter, staff name, supervisor name, and signatures.
- 5.3.29 Prevention providers are required to comply with DBHS Credentialing process requirements and ensure staff is credentialed at least as a Level I Prevention Professional.
- 5.3.30 Subcontractor is required to comply with relevant SAPT Block Grant requirements.
- 5.3.31 Subcontractor is required to comply with all Prevention Training requirements. Annual cultural competency and ethics training is required. First year prevention staff must attend live cultural competency training sponsored by Cenpatico; subsequent years training may be on-line, recorded webinars or live, and shall include:
- Cultural Competency 101 – Embracing Diversity
 - Prevention Foundations: Part 1 – An Introduction to prevention
 - Prevention Foundations: Part 2 – Models in Prevention
 - Prevention Foundations: Part 3 – Planning in Prevention
 - Prevention Foundations: Part 4 – Middle to Late Adulthood
 -
- On-Line:
- Basic Introduction to HIV / AIDS
 - Stress Management in the Workplace
 - Understanding Elder Abuse
 - Meeting the Behavioral Health needs of Returning Veterans
- 5.3.32 Provider is to leverage Cenpatico funds through grants, fundraising, in-kind support and/or other measures
- 5.3.33 Staff to participate in monthly provider meetings, as scheduled.
- 5.3.34 All prevention programs are based on local data using best practices. Local needs and assets assessments are conducted at least every three years.
- 5.3.35 Coalition sustainability plans must be developed within the first year and updated at least annually.
- 5.3.36 Needs and asset assessments to be conducted at a minimum every three years.
- 5.4 PREVENTION SERVICES PERIODIC REPORTING**
- 5.4.1 Subcontractor is required to submit an Annual Prevention Plan/Logic Model by **April 5th** of the year preceding the State fiscal year in which the plan will be implemented. The plan shall contain three (3) parts; Part 1: Regional Strategic Plan (1 per Program/Community) and Part 2: Program Description; Part 3: Measurable Goals and Objectives submitted in the prescribed format and entered into prescribed database.
- 5.4.2 Subcontractor is required to submit an Annual Prevention Report by August 31st of the year following the State fiscal year in which the previous Annual Prevention Plan was implemented. The plan shall contain four (4) parts; Part 1: Regional Evaluation (1 per Program/Community),

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 02/15/2014**

Part 2: Evaluation of Workforce Capacity (1 per Program/Community), Part 3: Program Evaluation (1 per Program/Community), Part 4: Evaluation Outcomes and Supplemental Information.

- 5.4.3 Subcontractor is required to submit allegations of attempted suicide, sexual abuse, and death incident report.

**SCOPE OF WORK – ARTICLE VI
PROVIDER SPECIFIC REQUIREMENTS**

6.1 OVERVIEW – Prevention Strategies

- 6.1.1 Subcontractor is required to develop and implement environmental strategies to change community norms, perceptions and policies, based on local needs and data, to address perception of harm, youth talking to parents about alcohol and drugs, reduce underage drinking, and access to prescription drugs and misuse and abuse of prescription drugs for youth and older in the area of Gila County.
- 6.1.2 Planning and implementation must be in collaboration with the local substance use coalition and designed to change community norms, laws and policies. Process and outcome measures must be developed, collected and reported.
- 6.1.3 Multiple strategies are to be provided and may include: public information and social marketing, community education and training, community development, community based process and environmental strategies. Strategies and implementation is based on the prevailing local cultures of the targeted populations. Approved evidenced based curriculums and programs shall be used. All programs are to have measurable outcomes.
- 6.1.4 Youth leadership, Public Information and Social Marketing, Problem Identification and referral, Community Based Processes, Environmental Strategies, and Training and Education shall be the primary contracted strategies.
- 6.1.5 Subcontractor is required to maintain Participation Rosters, Permission Slips and Emergency Cards. Prevention programs/activities are year round.
- 6.1.6 Documentation is required to be completed on Cenpatico approved documentation forms. All referrals and follow-up shall be documented on approved forms. Staff supervision shall be documented.
- 6.1.7 Prevention staff is required to attend all required trainings and meetings. Membership in Arizonans 4 Prevention and CADCA is required. At a minimum prevention staff shall be credentialed as a Level 1.
- 6.1.8 Cenpatico of Arizona and the Arizona Department of Health Services support shall be acknowledged in training and program announcements/materials.
- 6.1.9 Subcontractor is required to implement the Arizona Department of Health Services/Division of Behavioral Health (ADHS/DBHS) approved Copper Basin logic model
- 6.1.10 Establish a professionally developed public information and social marketing campaign to address the approved logic model.
- 6.1.11 Closely monitor expenditures.
- 6.1.12 Subcontractor is required to develop a proposed budget for Cenpatico approval and obtain prior approval from Cenpatico for any revisions to the proposed budget.

**CENPATICO
PREVENTION SERVICES AGREEMENT
SCOPE OF WORK (SOW) / EXHIBIT A
GILA COUNTY HEALTH DEPARTMENT
*ORINATION DATE: 09/01/2010 REVISED: 02/15/2014***

- 6.1.13 Subcontractor is required to contract with a consultant or consultants, approved by Cenpatico for coalition development and sustainability.
- 6.1.14 Subcontractor is required to submit any change to the signatory authorization to Cenpatico, within thirty (30) days of the change.

**CENPATICO OF ARIZONA, LLC
 FINANCIAL COMPENSATION
 EXHIBIT B
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 11/01/2013**

1. OVERVIEW

Cenpatico shall compensate Subcontractor for Universal Prevention Services provided to persons not enrolled in behavioral health services as outlined in this Agreement. The method and amount of compensation for the contract year (July 1 - June 30) is specified in this Exhibit. Changes in the fee schedule or amount of compensation for the contract year (July 1 - June 30) may occur through amendments to this Agreement, or as a result of funding reductions from ADHS/DBHS.

2. CONTACT MAXIMUM AMOUNT

The Contract limit will not exceed **\$23,000** for the contractual year January 1 - June 30), as identified in the Payment Table(s) below. The Maximum amount payable under this contract is specific to "Payment Type" and "Fund Type". Under-delivery in one Payment Type or Fund Type can not be offset by over-delivery in another Payment Type or Fund Type, except as approved by Cenpatico.

2. CONTRACT PAYMENT TABLE

Payment Table / GSA 4 Pinal - Gila Counties

Service Level	County / Community	Program	Payment Type	Budget Term	Total for Budget Term
		Prevention SAPT			
Payment Table	Gila	Prevention SAPT	Block Payment - after monthly reporting approval	05/01/2014 - 06/30/2014	23,000
			GSA 4 Total	Prevention SAPT	23,000
Grand Total - GSA 4					
			Grand Total	GSA 4	23,000

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

These Uniform Terms and Conditions apply to the Managed Health Services Subcontractor Agreement between Subcontractor and Cenpatico (collectively referred to herein as the "Parties"). As used herein, the term "Agreement" shall refer to the Managed Health Services Subcontractor Agreement and all Attachments thereto, including this Exhibit C.

ARTICLE I
SUBCONTRACTOR ADMINISTRATION AND OPERATION

- 1.1 Non-Discrimination in Employment.** Subcontractor is required to comply with State Executive Order No. 2009-09, which mandates that Subcontractor will not discriminate against any employee or applicant for employment because of disability, race, age, color, religion, sex or national origin. Subcontractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their disability, race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause. Subcontractor shall also comply with all other applicable federal and State laws, rules and regulations governing employment, including the ADA and Title VI.
- 1.2 Non-Discrimination Based on Health Status.** Subcontractor may not deny, limit, or condition the coverage or furnishing of benefits to Members on the basis of any factor that is related to health status, including, but not limited to the following: medical condition (including mental as well as physical illness); claims experience; receipt of health care; medical history; genetic information; evidence of insurability (including conditions arising out of acts of domestic violence); and mental or physical disability.
- 1.3 Co-location.** In the event Subcontractor seeks to co-locate on the same premises with one or more health providers, Subcontractor is required to enter into a formal written agreement with all entities seeking to co-locate. Subcontractor is required to provide Cenpatico with a copy of the co-located provider agreement within ten (10) business days after execution of the agreement. The agreement is required to address, at a minimum, the methodology to ensure compliance with the following provisions in the Arizona Administrative Code, Title 9, Chapter 20: R9-20-204, Staff Member and Employee Qualifications and Records; R9-20-205, Clinical Supervision; and R9-20-206, Orientation and Training.
- 1.4 Subcontractor Panel Maintenance.** Upon the execution of this Agreement: (i) Subcontractor shall maintain and provide to Cenpatico a list of Direct Care Staff, and shall update Cenpatico within ten (10) days in any change to the list of the Direct Care Staff by written notice, and (ii) Subcontractor shall furnish to Cenpatico the required provider information including, but not limited to, name, State license number, specialty, board status, NPI, and agency/hospital affiliation.
- 1.5 Registration.** Subcontractor is required to be registered with AHCCCS. Subcontractor and all of Subcontractor's eligible Direct Care Staff are required to apply for and maintain Medicare Enrollment and be enrolled as a Medicare Service Provider, unless Cenpatico grants Subcontractor an exception in writing. For the purposes of this provision, a "Medicare Service Provider" means a clinical provider that is a valid Medicare provider type and provides services that could be paid under Medicare. In addition, Subcontractor must obtain a unique NPI and submit all claims with such NPI. NPI numbers must be registered with AHCCCS.
- 1.6 Laboratory Services.** If Subcontractor performs laboratory testing, by signing the Agreement, Subcontractor certifies that it has complied with 42 CFR § 411.361 and has sent to Cenpatico copies of the information

CENPATIO
CENPATIO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

required by that rule to be sent to CMS. If Subcontractor performs laboratory services, Subcontractor further is required to meet all applicable State and federal requirements related to the provision of laboratory services, including but not limited to (i) have a Clinical Laboratory Improvement Amendment (CLIA) Licensure, CLIA Certificate of Waiver, or Certificate of Registration with a CLIA identification number, and (ii) meet all requirements of 42 CFR § 493, Subpart A. Subcontractors can only provide services that are consistent with their type of CLIA certification. If Subcontractor refers Members to an outside laboratory, Subcontractor must submit appropriate laboratory requisition forms to include all necessary demographic information, including diagnosis and Member's Client Information System (CIS) number. Laboratory services do not require prior authorization. Subcontractor is required to be liable for all laboratory services requested by Subcontractor that are not related to behavioral health diagnoses and are not reimbursable under the Member's medical health plan.

- 1.7 Health Insurance Portability and Accountability Act of 1996.** Subcontractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of the Agreement. Subcontractor warrants that it will cooperate with Cenpatico in the course of performance of the Agreement so that both Cenpatico and Subcontractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer, the Cenpatico Compliance Officer and HIPAA Coordinator, and other compliance officials required by HIPAA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep Cenpatico and Subcontractor in compliance with HIPAA, including, but not limited to business associate agreements.

If requested by Cenpatico, Subcontractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use, and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Subcontractor agrees to attend or participate in HIPAA training offered by ADHS or Cenpatico, or to provide written verification that Subcontractor has attended or participated in job-related HIPAA training that is: (i) intended to make Subcontractor proficient in HIPAA for purposes of performing the services required and (ii) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator, or Cenpatico Compliance Officer.

Subcontractor further agrees to establish and maintain procedures and controls so that no information contained in its records or obtained from CMS or from others in carrying out the terms of the Agreement shall be used by or disclosed by Subcontractor, its agents, officers, or employees except as provided in said section 1106 of the Social Security Act and regulations prescribed thereunder.

- 1.8 Credentialing and Re-credentialing Criteria.** Subcontractor is required to comply with the processes for credentialing, re-credentialing, and/or training contained in the ADHS/DBHS Provider Manual-Cenpatico Edition.

1.9 Subcontractor's Representations and Warranties.

- a. **General Representations and Warranties.** Subcontractor represents and warrants that currently, and for the duration of the Agreement:
- 1) Subcontractor is and will remain in compliance with all applicable federal, State, and local laws and regulations (including but not limited to: Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, and those governing participation in the Medicare Advantage

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

program (as applicable); applicable provisions of Federal criminal law; the False Claims Act (31 U.S.C. 3729 et. seq.); Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Rehabilitation Act of 1973; the federal health care program anti-kickback statute; and Medicare laws, regulations, and CMS instructions(as applicable));

- 2) The Subcontractor, as a condition for receiving payments and pursuant to the Deficit Reduction Act of 2005 (DRA), will establish and maintain written policies, provide education, and train employees about the following: Federal False Claims Act, 31 U.S.C. §§ 3729-3733 provisions; the administrative remedies for false claims and statements; any State laws relating to civil or criminal penalties for false claims and statements; and the whistleblower protections under such laws. All trainings must be conducted in such a manner that verification can be conducted by Cenpatico at any time;
 - 3) Subcontractor is and will comply with all laws regarding tax obligations, safety, unemployment insurance, disability insurance and worker's compensation insurance;
 - 4) Subcontractor will perform its duties in accordance with all applicable federal, State and local licensing requirements, as well as applicable federal, State and local standards of professional ethics and practice;
 - 5) Subcontractor has and will maintain written policies that are implemented and enforced, that describe the duties of all persons or entities that Subcontractor employs or otherwise engages the services of for the provision of Covered Services to Members, and that are in accordance with statutory and/or regulatory requirements for licensure, delegation, supervision and collaboration, as appropriate; and
 - 6) to the extent that Subcontractor executes a contract with any other person or entity that in any way relates to Subcontractor's representations and warranties under this section, Subcontractor shall require that such other person or entity to provide these same representations and warranties.
- b. **Level I Provider Representation and Warranty.** Any Subcontractor that is a Level I provider represents and warrants that Subcontractor is, and will remain for the duration of the Agreement, accredited by an appropriate accrediting body acceptable to Cenpatico.
- c. **Notice Requirement.** In the event that, at any time, any of the above representations or warranties become untrue because of a material change in status of Subcontractor, Subcontractor is required to notify Cenpatico within ten (10) days of the date Subcontractor receives notice of the same. Without limiting the generality of the foregoing, Subcontractor is also required to notify Cenpatico of the following: (i) any situation which develops involving Subcontractor when notice of that situation must be given to any regulatory body with authority over Subcontractor; or (ii) when a change in Subcontractor's license to operate is affected, or may reasonably be affected, as a result of any investigation conducted, or complaint filed, by the official body with regulatory authority over Subcontractor.

1.10 Adherence to Supervision Requirements. Subcontractor is required to follow good clinical supervision practices and make available adequate resources for supervision, as defined by ADHS/DBHS Provider Manual-Cenpatico Edition and State and federal laws (including, when applicable, Medicare laws, regulations, and CMS instructions).

1.11 Staffing Requirements. Subcontractor is required to have organizational, management, and administrative systems capable of meeting all Agreement requirements with clearly defined lines of responsibility, authority, communication, and coordination within and between departments, units, or functional areas of

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

operation. Subcontractor shall not employ any individual or entity that has been debarred, suspended, or otherwise lawfully prohibited from participating in any procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 (43 CFR § 438 610(a) and (b); 42 CFR § 1001.1901(b); 42 CFR § 1003.102(a)(2)). Subcontractor is required to employ sufficient staffing and utilize appropriate resources to comply with the Agreement. Subcontractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with the Agreement requirements, including the requirement for providing culturally competent services. If Subcontractor does not achieve the desired outcomes or maintain compliance with the Agreement, Cenpatico may exercise its right to remedies under the Agreement. Subcontractor is required to participate in face-to-face meetings with Cenpatico for purposes of assessing Subcontractor compliance. Subcontractor is required to require all staff to have the training, education, experience, orientation, and credentialing, as applicable to perform assigned job duties.

1.12 Required Disclosures.

- a. Subcontractor is required to provide Cenpatico with written notice within one (1) business day from the date Subcontractor first receives notice, whether written or oral, of any of the events indicated below. Upon request, Subcontractor will provide Cenpatico with additional documentation or information regarding any such event:
- 1) Subcontractor becomes aware of an action to suspend, condition, revoke, terminate, or subject to terms of probation or other restriction, Subcontractor's license, certification, or accreditation relevant to the provision of Covered Services, including, but not limited to, Subcontractor's federal and/or State drug license;
 - 2) Subcontractor voluntarily surrenders or terminates any of Subcontractor's licenses, certifications, accreditations, or privileges in anticipation of an action described in the Agreement;
 - 3) Subcontractor is convicted of a fraud or felony or is suspended, debarred, excluded from participation in a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)), excluded from participation in Medicare under sections 1128 or 1128A of the Act, or Subcontractor employs or contracts with an excluded individual or entity for the provision of health care, utilization review, medical social work, or administrative services;
 - 4) An act of nature or any event beyond Subcontractor's control occurs that substantially interrupts all or a portion of Subcontractor's business or practice, or that has a materially adverse effect on Subcontractor's ability to perform its or his/her obligations hereunder;
 - 5) Subcontractor fails to maintain the insurance coverage required under the Agreement;
 - 6) Any malpractice claim, lawsuit, judgment, or settlement in which Subcontractor is a named defendant;
 - 7) There is a change in Subcontractor's business address, tax identification number, AHCCCS registration, or scope of services, or Subcontractor experiences a merger, reorganization, or change in ownership or control;
 - 8) Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred. If so, Subcontractor is required to report the incident immediately by completing the confidential AHCCCS Referral for Preliminary Investigation form to AHCCCS, Office of the Director, Office of Program Integrity, and the ADHS Fraud and Abuse Unit. Incidents involving suspected

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Behavioral Health Member eligibility fraud should be reported to AHCCCS, Office of Program Integrity, Attn: Behavioral Health Member Fraud Unit;

- 9) Subcontractor becomes aware that Subcontractor or any director, officer, employee, or volunteer of Subcontractor is charged with a crime involving fraud, dishonesty, or abuse; or
 - 10) Any situation that arises that could reasonably be expected to affect Subcontractor's ability to carry out its obligations under the Agreement.
- b. Subcontractor shall not end a program or service, close a facility, or relocate a facility outside of the current zip code without first notifying Cenpatico of the anticipated change in writing. Subcontractor is required to provide Cenpatico at least ninety (90) days' notice prior to the anticipated effective date of the expected changes to allow Cenpatico time to review the requested change and renegotiate contract requirements when applicable. Subcontractor is required to provide notice within one day of any unexpected change. Ending a program or service, closing a facility, or relocating a facility outside of the current zip code without the written consent and prior approval of Cenpatico constitutes a material breach of the contract.

1.13 Quality Management, Medical Management, and Improvement. Subcontractor is required to comply with ADHS/DBHS and Cenpatico's quality management and medical management programs and with applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Bureau of Quality Management Operations Specification Manual, the ADHS/DBHS Utilization Management/Medical Management (UM/MM) Plan and Work Plan, the ADHS/DBHS Quality Management (QM) Plan and Work Plan, the ADHS/DBHS Policies and Procedures Manual, and the AHCCCS Medical Policy Manual, as well as with 42 CFR Parts 441 and 456 and all applicable federal and AHCCCS quality management requirements. Cenpatico will actively monitor Subcontractor's compliance with this provision, and Cenpatico shall impose corrective actions on Subcontractor if Subcontractor does not show demonstrable and sustained improvement toward meeting ADHS-established or ADHS-approved minimum performance standards. Subcontractor is required to meet the ADHS/DBHS Minimum Performance Standards (MPS) and Goals for services delivered to Title XIX/XXI Adult and Child Members as set forth in Exhibit A. Cenpatico may impose corrective action, financial sanctions, notice to cure, or other remedies on Subcontractor if: (i) Subcontractor does not achieve and sustain the minimum performance standards for any indicator; (ii) Subcontractor's performance for any indicator declines to a level below the ADHS-established or approved minimum performance standard; or (iii) there is a statistically significant drop in Subcontractor's performance on any indicator without a justifiable explanation. Subcontractor shall, participate in, cooperate with, and where applicable, implement, ADHS quality improvement activities. Subcontractor is required to follow a FOCUS - PDSA (Plan Do Study Act) model of continuous quality improvement to identify and resolve systems issues.

1.14 Trending of Incidents, Accidents, and Deaths Report. Subcontractor is required to report incidents, accidents, and deaths in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.

1.15 Marketing Restrictions

- a. Subcontractor shall not use for marketing:
- 1) Incentive items except for use in connection with outreach activities, subject to Cenpatico's prior approval;
 - 2) Solicitation of any individual face-to-face, door-to-door, or over the telephone;
 - 3) Provision of promotional materials, incentives, or any other activity to influence enrollment in

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

conjunction with the sale or offering of any private insurance;

- 4) Television advertising;
- 5) Direct mail advertising;
- 6) Marketing of non-covered services;
- 7) Utilization of the word "free" in reference to Covered Services;
- 8) Listing of providers in marketing and open enrollment materials who do not have signed agreements with Cenpatico;
- 9) Use of the Cenpatico, ADHS or AHCCCS logo unless approved by Cenpatico;
- 10) Inaccurate, misleading, confusing, or negative information about Cenpatico, AHCCCS, and ADHS, and any information that may defraud Members or the public; and
- 11) Discriminatory marketing practices prohibited by law.

- b. Subcontractor is required to review and revise all outreach and marketing materials on an annual basis to reflect current practices.

1.16 Advertising, Publishing, and Promotion of Agreement. Subcontractor shall not use, advertise, or promote information for commercial benefit concerning the Agreement without the prior written approval of Cenpatico.

1.17 Mergers, Reorganization, Changes in Ownership or Control, and Other Disclosures

- a. **Prior Approval.** Subcontractor is required to obtain prior approval of Cenpatico and sign a written amendment to the Agreement for any merger, reorganization, or change in ownership of Subcontractor. Subcontractor is required to submit a detailed merger, reorganization, and/or transition plan to Cenpatico for review and include strategies to ensure uninterrupted services to Members eligible to receive services, ensure that services are not diminished, and that major components of Subcontractor's organization and programs relevant to the Agreement are not adversely affected by the merger, reorganization, or change in ownership.
- b. **Disclosure of Ownership and Control [42 CFR 455.104].** The Subcontractor must provide the following information to Cenpatico upon request and at any of the following times: upon the Subcontractor executing this Agreement with Cenpatico; upon renewal or extension of this Agreement; or within 35 days after any change in ownership of the Subcontractor:
 - 1) The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor (the address for corporate entities must include as applicable primary business address every business location, and P.O. Box address); the date of birth and Social Security Numbers of any person with an ownership or control interest in the subcontractor; and the tax identification number of any corporation with an ownership or control interest in the Subcontractor.
 - 2) Whether any person (individual or corporation) with an ownership or control interest in the Subcontractor is related to another person with ownership or control interest in the Subcontractor as a spouse, parent, child, or sibling; or whether any person (individual or corporation) with an ownership or control interest in any subcontractor of the Subcontractor has a 5% or more interest is related to another person with ownership or control interest in the Subcontractor as a spouse,

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

parent, child, or sibling;

- 3) The name of any other disclosing entity as defined in 42 CFR 455.101 in which an owner of the Subcontractor has an ownership or control interest; and
 - 4) The name, address, date of birth and Social Security Number of any managing employee of the Subcontractor as defined in 42 CFR 455.101.
- c. **Disclosure of Information on Persons Convicted of Crimes** [42 CFR 455.101, 106, and 436]. The Subcontractor must identify all persons associated with the Subcontractor and its fiscal agents who have an ownership or control interest or managing employee interest and determine if they have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program. The Subcontractor shall, on a monthly basis, confirm the identity and determine the exclusion status through routine checks of: The List of Excluded Individuals (LEIE); the System for Award Management (SAM) formerly known as The Excluded Parties List (EPLS); and any other databases directed by AHCCCS or CMS. The Subcontractor must immediately notify AHCCCS, DBHS, and Cenpatico of any person who has been excluded through these checks. The results of the *Disclosure of Information on Persons Convicted of Crimes* shall be held by the Subcontractor. Upon request, the Subcontractor shall provide AHCCCS, DBHS, and/or Cenpatico with the above-listed information. On an annual basis, the Subcontractor shall submit to the Cenpatico Disclosure of Information of Persons Convicted of a Crime form (included in the ADHS/DBHS Provider Manual-Cenpatico Edition), attesting that the above-listed information has been requested and obtained. Refer to Attachment E Chart of Deliverables for further information.
- d. **Disclosure of Information Related to Business Transactions** [42 CFR 455.105]. The Subcontractor is required to furnish to Cenpatico, ADHS, AHCCCS, and CMS within thirty-five (35) days of receiving a request, full and complete information, pertaining to the following business transactions:
- 1) The ownership of any subcontractor with whom the Subcontractor has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of such request; and
 - 2) Any significant business transactions between the Subcontractor and wholly owned supplier, or between the Subcontractor and their subcontractor during the 5-year period ending on the date of such request.

1.18 Notification of Service Level Changes.

- a. Subcontractor is required to notify and obtain written approval from Cenpatico before making any material changes in the size, scope, or configuration of Subcontractor's services.
- b. Subcontractor is required to notify Cenpatico in writing within one (1) day of knowledge of or anticipation of any unexpected material change or deficiency; any material change to Subcontractor's license, certification or registration; or any condition which terminates, suspends or limits Subcontractor from effectively participating in the network, including the necessity for transition of Members to a different provider. The notice is required to include information on:
 - 1) How the change, deficiency, or condition affects service delivery;
 - 2) Subcontractor's plan to minimize disruption to Member care, service delivery, and for consultation with Member treatment teams to discuss the available alternative service delivery options and to revise treatment plans to address changes in services or service providers;

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

- 3) The number of Title XIX/XXI and Non-Title XIX/XXI Members affected by the change, deficiency or condition in each program category; and
 - 4) Subcontractor's plan to communicate the change, deficiency, or condition to Members and stakeholders.
- c. Upon Cenpatico's request, submit a written plan to transition Members affected by the change, deficiency, or condition to a different provider and to address a network change, deficiency, or condition to restore the network to full capacity.
- d. Subcontractor is required to document all activities for each Member transitioned to a different provider. Documentation is required to include: Name, Title XIX/XXI eligibility status, SMI eligibility status, date of birth, program category, description of all services the Member receives or will receive, the name of the new provider, date and method of Member notification, service disruption or termination found or resulting from the transition, the date of first appointment, and re-engagement activities provided to Members who miss their first appointment with the new provider.
- e. Subcontractor is required to fully cooperate with Cenpatico to effectively transition Members to a new provider, track and document all engagement and coordination activities, provide copies of clinical records to new providers, and provide timely responses to Cenpatico's request for information or updates.

1.19 Anti-Kickback Certification of Compliance. By signing the Agreement, Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation therefrom. Except for payment for Subcontractor's performance under the terms of the Agreement, Subcontractor or any director, officer, agent, employee or volunteer of Subcontractor shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of Cenpatico or Subcontractor as consideration for or to induce either Cenpatico or Subcontractor to enter into a contract, or for any referrals of enrolled persons to Subcontractor for the provision of Covered Services.

1.20 Pandemic Declaration. 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 the Agreement impossible or impracticable, Cenpatico shall have the following rights:

- a. After the official declaration of a pandemic, Cenpatico may temporarily void the Agreement in whole or specific sections, if Subcontractor cannot perform to the standards agreed upon in the initial terms;
- b. Cenpatico shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code;
- c. Once the pandemic is officially declared over and/or Subcontractor can demonstrate the ability to perform, Cenpatico, at its sole discretion, may reinstate the temporarily voided Agreement.

1.21 Declaration of Emergency. Upon a declaration by the Governor that an emergency situation exists in the delivery of behavioral or other health service delivery system that without intervention by government agencies, threatens the health, safety, or welfare of the public, Cenpatico can undertake actions to negotiate an agreement with an alternative entity to provide services. Cenpatico shall immediately notify the affected Subcontractor of its intention.

1.22 Conflict of Interest. Subcontractor shall not undertake any work that represents a potential or existing conflict of interest regarding the performance of the Agreement, or which is not in the best interest of

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Cenpatico, ADHS/DBHS, or the State without prior written approval by Cenpatico. Subcontractor is required to fully and completely disclose to Cenpatico a potential or existing conflict of interest. If Subcontractor discovers a conflict of interest and does not immediately notify Cenpatico and discontinue any related activities or relationships, Cenpatico may consider Subcontractor to be in breach of the Agreement. If, as a result of a conflict of interest, Cenpatico or ADHS incurs a financial loss to a State or federal program or Subcontractor realizes an inappropriate financial gain to its organization, an employee, or subcontractor, such loss or gain shall be considered an overpayment subject to recoupment by Cenpatico. In addition to exercising its remedies under the Agreement, Cenpatico may refer Subcontractor's conflict of interest activities to ADHS/DBHS and/or the appropriate law enforcement agency as suspected fraud or program abuse.

- 1.23 Medicare Modernization Act Requirements.** Subcontractor is required to comply with the Medicare Modernization Act of 2003 (MMA) for Medicare Part D, prescription drug benefit.
- 1.24 Social Networking and Broadcast Activities.** Subcontractor shall adhere to the requirements for Social Networking and Broadcast activities as described in ACOM Policy 425 as well as any Cenpatico social networking policy. Cenpatico will monitor Subcontractor's compliance with this requirement, and Subcontractor must cooperate with Cenpatico and provide all information requested by Cenpatico in carrying out this monitoring.
- 1.25 Ownership of Work Product.** Any and all intellectual property, including but not limited to Deliverables, copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of the Agreement (Work Product) shall be work made for hire and the State shall be considered the creator of such Work Product. ADHS/DBHS shall own (for and on behalf of the State) the entire right, title, and interest to the Work Product throughout the world. Subcontractor shall notify Cenpatico, within twenty (20) days, of the creation of any Work Product by it. Subcontractor agrees to execute any and all document(s) necessary to assure ownership of the Work Product vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Work Product in any entity other than the State. The Work Product shall not be disclosed by Subcontractor to any entity other than Cenpatico or the State without Cenpatico's express written authorization.
- 1.26 Offshore Performance of Work Prohibited.** Any services described in the Agreement that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in this Agreement, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

ARTICLE II
SUBCONTRACTOR'S SERVICE PROVISION OBLIGATIONS

- 2.1 Provision of Covered Services.** Subcontractor agrees to provide, or arrange for the provision of, the Covered Services described in the Agreement (including Exhibit A and all other exhibits) to Members. In providing Covered Services, Subcontractor agrees to comply with ADHS/DBHS's definition of medically necessary services. If Subcontractor is Direct Care Staff, it agrees to operate only within the scope of its professional practice and training. The population of Members to be served by Subcontractor, and Subcontractor's Member capacity, shall be as provided in Exhibit A, "Scope of Work." The amount, duration and scope of Covered Services to be provided by Subcontractor pursuant to the Agreement shall also be as provided in

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Exhibit A, "Scope of Work." Subcontractor is required to provide Covered Services in accordance with all generally accepted clinical, legal and ethical standards governing Subcontractor and within the standards of practice for quality care generally recognized within the health community in which Subcontractor is located. Subcontractor acknowledges and agrees that services provided to Members which do not constitute Covered Services or which are provided in a manner inconsistent with the Agreement or the ADHS/DBHS Provider Manual-Cenpatico Edition, shall not be eligible for payment under the Agreement. Subcontractor is required to ensure that Covered Services are available to all Members, as needed, to ensure the safety and well-being of all Members under Subcontractor's care twenty-four (24) hours per day, seven (7) days per week. Subcontractor is required to ensure the availability of Professionals to provide telephonic assistance to Members during non-business hours. This availability should be delivered by Subcontractor and be in addition to the crisis services offered by Cenpatico or its designee.

- 2.2 Acceptance of New or Existing Members.** Subcontractor is required to accept any new Member who is eligible to be enrolled or any Member enrolled with Cenpatico. AHCCCS is responsible for enrollment, re-enrollment and disenrollment of Medicaid eligible members and non-Medicaid eligible members. Members have open access and can self-refer to any Participating Health Care Subcontractor contracted to provide intake services. Subcontractor may provide factual information, but Subcontractor is prohibited from recommending or influencing a Member's selection of a provider. When a Member requests to access Covered Services, there shall be no wrong door. Cenpatico and Subcontractor are required to respond when a Member requests Covered Services and follow through to ensure the Member receives appropriate services. Subcontractor is required to assist any Member with obtaining Covered Services for which the Member is eligible, from the Participating Health Care Subcontractors best-suited to deliver effective services to Member. Subcontractor is required to not arbitrarily or prematurely deny, suspend, or terminate services to a Member without Cenpatico's prior approval.
- 2.3 Subcontractor Serves as Agent of the State and A.R.S. §1-502.** Subcontractor understands Subcontractor provides services as an agent of the State; and as such, is required to ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. Subcontractor understands that Cenpatico or the State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure Subcontractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this agreement
- 2.4 Determination of Member Eligibility.** Subcontractor is required to determine, in accordance with the procedures specified in the ADHS/DBHS Provider Manual-Cenpatico Edition, whether a person seeking Covered Services is a Member eligible for such services. If Cenpatico subsequently determines that such person was not eligible at the time the services were rendered, Cenpatico shall not be responsible for payment of such services.
- 2.5 Referrals.** Subcontractor is required to comply with all applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition for the making and acceptance of referrals for Covered Services. Subcontractor is required to accept all Member referrals made by Cenpatico. Subcontractor is required to make referrals of Members for Covered Services only to other Participating Health Care Subcontractors, except: (i) as the need for Emergency Services may require; (ii) where Cenpatico specifically authorizes the referral; or (iii) as otherwise required by law or by the ADHS/DBHS Provider Manual-Cenpatico Edition. If Subcontractor delivers Covered Services upon referral, Subcontractor is required to make a report, in accordance with the requirements of the ADHS/DBHS Provider Manual-Cenpatico Edition, to the Member's PCP.
- 2.6 Emergency Services.** In a health emergency, Subcontractor is required to verify eligibility for Covered

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Services in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition and with federal, State, and local laws relating to the provision of Emergency Services, provided that nothing in this provision shall be deemed to require Subcontractor to violate federal or State law regarding the provision of Emergency Services. Subcontractor is required to notify Cenpatico within twenty-four (24) hours or by the next business day of rendering or learning of the rendering of Emergency Services to a Member.

- 2.7 Special Assistance for Persons with Serious Mental Illness.** Subcontractor is required to notify Cenpatico, the ADHS/DBHS Office of Human Rights, and the appropriate Human Rights Committee of all individuals deemed to be in need of special assistance in accordance with the ADHS/DBHS Provider Manual - Cenpatico Edition. Subcontractor is required to also ensure that its staff has the necessary skill and knowledge to identify and refer all persons in need of special assistance.
- 2.8 Age of Majority.** Subcontractor is required to ensure that Members reaching the age of majority are provided continuity of care without service disruptions or mandatory changes in service providers. Subcontractor is required to also allow enrolled children and enrolled parents to receive services from the same provider, if requested.
- 2.9 Cultural and Linguistic Needs.** Subcontractor is required to conduct an assessment of the service area's cultural and linguistic needs, and deliver culturally appropriate services in conformance with ADHS/DBHS Cultural Competency Plan and Cenpatico's Cultural Competency Plan.
- 2.10 Discharge Planning.** Subcontractor, in conjunction with Cenpatico's utilization management staff, as appropriate, and in compliance with the ADHS/DBHS Provider Manual-Cenpatico Edition, will utilize a system for the coordinated discharge planning of Members, including the planning of such continuing care as may be necessary. Subcontractor is required to also comply with the applicable discharge planning requirements outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.11 Preferred Drug List/Drug Formulary.** Subcontractor is required to abide by Cenpatico's formulary, medication lists, or preferred drug lists as applicable when prescribing medications for Members in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor is required to adhere to the requirements of the AHCCCS/ADHS Psychotropic Medication Initiative in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.12 Direction of Care.** Subcontractor will be responsible for directing its provision of Covered Services to a Member. Subcontractor understands that Cenpatico's determinations, if any, to deny payments for services which Cenpatico does not deem to constitute Covered Services, or which were not provided in accordance with the policies and procedures set forth in the Agreement (and all Attachments) and the ADHS/DBHS Provider Manual-Cenpatico Edition, are administrative decisions only, and that such a denial shall not absolve Subcontractor of its responsibility to exercise its independent judgment in the provision of appropriate Covered Services to Members
- 2.13 Utilization Management.** Subcontractor is required to conduct utilization management activities in compliance with Cenpatico's utilization management plan, the ADHS/DBHS Provider Manual-Cenpatico Edition, Chapter 1000 of the AHCCCS Medical Policy Manual, the ADHS/DBHS Quality Management Utilization Management Plan, the ADHS/DBHS Policies and Procedures Manual, and federal and State laws and regulations. Cenpatico shall actively monitor Subcontractor's compliance with this provision.
- 2.14 Prior Authorization.** Subcontractor will comply with ADHS/DBHS and Cenpatico's prior authorization policies, procedures, protocols, and requirements, including, but not limited to, the prior authorization processes outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Cenpatico will not require Prior Authorization for most services. Cenpatico shall not require Prior Authorization for Emergency Services,

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

although Cenpatico may conduct a retrospective review of such services after the Member's immediate needs have been met.

- 2.15 Licensed Hospital (formerly Level I), Behavioral Health Hospital Facility (formerly Level I Sub-Acute), Behavioral Health Inpatient Facility (formerly Level I RTC), Behavioral Health Residential Facility (formerly Level II and III), Behavioral Health Supportive Home (formerly Adult TFC), and HCTC Authorization Requirements.** Any Licensed Hospital, Behavioral Health Hospital Facility, Behavioral Health Inpatient Facility, Behavioral Health Residential Facility, or HCTC service requires prior authorization, unless authorization requirements are specifically waived in Exhibit B. Licensed Hospital, Behavioral Health Hospital Facility, Behavioral Health Inpatient Facility, Behavioral Health Residential Facility, and HCTC services not authorized in advance may be denied for no authorization. Emergency admissions to Level I Psychiatric facilities will be retrospectively reviewed and approved based on medical necessity criteria. Service authorizations shall not be a guarantee of payment to Subcontractor.
- 2.16 Compliance With Inpatient Quality Management and Utilization Control Procedures.** Any Subcontractor who is a Licensed Hospital (formerly Level I), or Behavioral Health Hospital Facility (formerly Level I Sub-Acute), or Behavioral Health Inpatient Facility (formerly Level I RTC) provider is required to comply with ADHS/DBHS's and Cenpatico's quality management and medical management programs in conformance with 42 CFR, Parts 441 and 456 (as applicable), and the AHCCCS Medical and Policy Manual.
- 2.17 Behavioral Health Residential Facility Providers Serving Juveniles.** Any Subcontractor who is a Behavioral Health Residential Facility provider serving juveniles is required to comply with all relevant provisions in A.R.S. § 36-1201.
- 2.18 Advance Directives.** Subcontractor is required to comply with the applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition with respect to Advance Directives. Subcontractor is required to provide written information regarding Advance Directives to adult Members at the time a service is first delivered and periodically thereafter of the right to execute an Advance Directive. When an adult Member is incapacitated or unable to receive or understand information, Subcontractor must provide written information regarding Advance Directives to the adult Member's family member, designated representative, or personal representative. The information shall include: a Member's rights regarding Advance Directives under Arizona law, including a description of the applicable law; policies and procedures governing the implementation of those rights; and the Member's right to file a complaint. Subcontractor is required to provide the Member with a clear and precise written statement if Subcontractor cannot implement an Advance Directive as a matter of conscience. This statement, at a minimum should: clarify institution-wide objections and those of individual physicians, identify Arizona legal authority permitting the objection, and describe the range of medical conditions or procedures affected by the objection. Subcontractor must assist adult Members that express an interest in developing and executing an Advance Directive. Subcontractor is required to also do the following: document in the adult Member's medical record that the information described above was provided and whether an Advance Directive was executed; not make provision of services conditional upon execution of an Advance Directive; not discriminate against an adult Member because of a decision to execute or not execute an Advance Directive; provide a copy of an adult Member's executed Advance Directive, or documentation of refusal, to the Member and the Member's PCP for inclusion in the adult Member's medical record maintained by the PCP; and maintain a copy of the adult Member's Advance Directives or documentation of refusal to sign an Advance Directive in a prominent part of the adult Member's behavioral health medical record.
- 2.19 Contact with PCPs.** Subcontractor is required to identify when a Member does not have a PCP and encourage and assist the Member to engage in primary care. Subcontractor is required to, within a

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

reasonable time (which in any event will not exceed one (1) week) following consultation with, or testing of, a Member, make a complete written report to the Member's PCP, provided that, with respect to findings which may indicate a need for immediate or urgent follow-up treatment or testing or which may indicate a need for further or follow-up care outside the scope of the referral authorization or outside the scope of Subcontractor's area of expertise, the Subcontractor is required to provide an oral report to the Member's PCP within twenty-four (24) hours of Subcontractor's consultation or Subcontractor's receipt of the report of the testing, as applicable. Subcontractor is required to demonstrate reasonable effort to maintain routine contact with AHCCCS Health Plan PCPs as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition, and ensure that any information-sharing between Subcontractor and PCP is conducted in accordance with applicable regulations concerning confidentiality and sharing of health information. Cenpatico shall monitor Subcontractor's compliance with this requirement.

- 2.20 Member Communications.** Subcontractor is required to freely communicate with Members about their treatment, regardless of benefit coverage limitations. Nothing in the Agreement shall be deemed or construed to restrict or inhibit Subcontractor in any way from communicating freely with or advocating for Members regarding: (i) the Member's health status, medical care, and treatment options, including any alternate treatment that may be self-administered; (ii) any information the Member needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or non-treatment; and (iv) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. Subcontractor shall document in the Member's medical record all communications related to these topics.
- 2.21 Member Rights and Responsibilities.** Subcontractor is required to fully inform Members and their family members about their rights and responsibilities and how to exercise them, as defined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor is required to comply with any applicable federal and State requirements that relate to Member rights and take those rights into account when delivering Covered Services to Members and their families. A signed copy demonstrating receipt and review of Member rights and responsibilities shall be updated at least annually and maintained in the Member's file.
- 2.22 Assisting Members in Understanding Their Right to File Grievances and Appeals.** Subcontractor is required to assist eligible and enrolled Members in understanding their right to file grievances and appeals in conformance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 2.23 Member Complaint, Grievance, and Appeal Processes.** Subcontractor is required to comply with Cenpatico's Member complaint, SMI Grievance, and Member appeal processes, as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor agrees that all communications, records, and documents relating to benefit determinations as well as Member complaints, grievances, and appeals are required to be referred to Cenpatico in accordance with said complaint, grievance, and appeals processes. Subcontractor is required to carry out in a timely manner the ADHS/DBHS, AHCCCS, or Cenpatico decisions issued with respect to any Member complaint, SMI Grievance, or Member appeal.
- a. Member Complaints:** All Member complaints shall be resolved according to the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor is required to respond to and resolve complaints in a courteous, responsive, effective, and timely manner. Subcontractor shall not engage in conduct to prohibit, discourage, or interfere with a Member's right to assert a complaint, appeal, SMI grievance, claim dispute, or use any grievance system process.
- b. SMI Grievances and Member Appeals:** All SMI grievances and Member appeals shall be resolved according to the A.A.C. Title 9, Chapter 21, Article 4; and the ADHS/DBHS Provider Manual-Cenpatico Edition.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

- 2.24 Cooperation with Other Subcontractors, Contractors, and State Employees.** Subcontractor is required to cooperate fully with Cenpatico, other ADHS contractors, and/or State employees in scheduling and coordinating services. Subcontractor is required to afford other providers reasonable opportunity to provide services and shall not commit or permit any act that interferes with the performance of services by other providers or by Cenpatico or State employees. This includes, but is not limited to, allowing HIV intervention providers into Subcontractor's facilities to give presentations about HIV and HIV testing. Subcontractor is required to ensure appropriate exchange of clinical information among all other subcontractors, contractors, and Cenpatico and State employees to facilitate coordination of care, including service plans, comprehensive assessments, and progress reports.
- 2.25 Dissemination of Information.** Subcontractor is required to, upon request, assist Cenpatico in the dissemination of information prepared by Cenpatico, ADHS/DBHS, AHCCCS, or any other governmental agency, to its Members and pay for the cost to disseminate and communicate information. Subcontractor is required to ensure that all advertisements, publications, printed materials, and social marketing materials that Subcontractor produces and that refer to Covered Services for Title XIX/XXI Members state that "Contract services are funded, in part, under contract with the State of Arizona."
- 2.26 Adherence to ADHS/DBHS Requirements for Appropriate Treatment of Substance Abuse.** Subcontractor is required to assess or shall arrange for the assessment of Members for co-occurring substance abuse disorders, and is required to coordinate treatment with medical professionals who are involved in the Member's care, as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition.

ARTICLE III
DATA RECORDS, AUDITS, AND REPORTING REQUIREMENTS

- 3.1 Records.** Subcontractor is required to comply with all specifications for record keeping established by Cenpatico, ADHS, AHCCCS, and/or the federal government. Records shall include, at minimum, the following: financial statements; federal income tax returns; documents and other evidence of accounting procedures and practices; records relating to Covered Services, the quality of care, medical records, and prescription files; reports and working papers used in preparing reports; and any other records specified by the federal government, AHCCCS, ADHS, or Cenpatico. Subcontractor is required to preserve records for a period of ten (10) years from the date of final payment under the Agreement. If the Agreement is completely or partially terminated, Subcontractor is required to preserve records relating to the work terminated for a period of ten (10) years from the date of termination. Subcontractor is required to retain records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance of the Agreement, or costs and expenses of the Agreement to which exception has been taken by AHCCCS, ADHS, or Cenpatico, for a period of ten (10) years after the date of final disposition or resolution thereof.
- 3.2 Audits.** Subcontractor agrees that Cenpatico, ADHS, and/or the federal government (including but not limited to HHS, the Comptroller General, or their designee) may conduct audits of Subcontractor during the term of the Agreement, and for ten (10) years thereafter, or until the date of completion of any audit, or until the expiration of any timeframe that Cenpatico, ADHS, and/or the federal government may require via written notice provided to Subcontractor at least thirty (30) days before the normal disposition date, whichever is later, unless such time frame is extended for reasons specified by regulation (such as in the event of fraud). Subcontractor is required to comply with all applicable AHCCCS Rules and the Audit Guide, policies and procedures relating to the audit of Subcontractor's records, medical audit protocols, any inspection of Subcontractor's facilities, and the surveys of Members and providers, and reviews.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Subcontractor must cooperate with CMS and/or its designees (as applicable), ADHS/DBHS, and Cenpatico in any review, audit or investigation or request for information. Subcontractor must respond to all ADHS/DBHS, Cenpatico, and federal government requests for interviews, information, data, or documents as a part of any audit or investigation. These audits include, but are not limited to, the following:

- a. **Auditor General Audits.** Subcontractor is required to comply with and participate as required in the Performance Audit and other audits conducted by the Arizona Auditor General.
- b. **Other Federal and State Audits.** Subcontractor is required to comply with and participate as required in other federal and State audits, including the audit of an inpatient facility.
- c. **AHCCCS, ADHS, and Cenpatico Encounter Data Validation Studies (EDVS).** Subcontractor is required to cooperate with AHCCCS and ADHS/DBHS by participating in the annual Center for Medicaid and Medicare Services (CMS) data validation study and other validation studies. AHCCCS may revise study methodology, timelines, and sanction amounts based on agency review or as a result of consultations with CMS. Subcontractor will be notified in writing of any significant change in study methodology. Upon request, Subcontractor is required to provide any and all Covered Services data for validation as part of the studies. Cenpatico shall conduct, and Subcontractor is required to cooperate with, data validation studies of Subcontractor at least on a quarterly basis to, among other things, verify that all services delivered to Members are reported to Cenpatico accurately and timely, and documented in the Member's medical record. If it is determined that Subcontractor is not in compliance with ADHS or Cenpatico's encounter submission requirements, Cenpatico shall conduct, and Subcontractor is required to cooperate with, targeted encounter validation studies. The criteria used in encounter validation studies may include timeliness, correctness, and omission of encounters. Refer to the AHCCCS Data Validation Technical Document for further information.

AHCCCS may also perform special reviews of encounter data, such as comparing encounter reports to Subcontractor's claims files. Any findings of incomplete or inaccurate encounter data may result in the imposition of sanctions or requirement of a corrective action plan.

If AHCCCS, pursuant to the ISA with ADHS/DBHS or its regulations, imposes a sanction against ADHS/DBHS or Cenpatico for any act or omission which is an obligation Subcontractor was prohibited or required to perform under the Agreement, Subcontractor is required to be responsible for payment in an amount equal to the amount of the sanction imposed by AHCCCS against ADHS/DBHS or Cenpatico. Subcontractor is required to be responsible for all sanctions imposed against ADHS/DBHS or Cenpatico by AHCCCS as a result of data validation studies. Cenpatico shall notify Subcontractor in writing of the sanction amounts, if applicable

- 3.3 Member Satisfaction Surveys.** To the extent necessary, Subcontractor is required to actively participate in the development and implementation of the annual Member satisfaction survey. The survey must include, to the extent applicable, Member satisfaction with Medicare services for dual eligible SMI members. Subcontractor participation may include, but is not limited to: attending planning meetings and assisting with the distribution of surveys to Members. Subcontractor is required to use findings from the satisfaction survey to improve care for Members.
- 3.4 Inspections.** At any time during the term of the Agreement, Subcontractor is required to fully cooperate with inspections by Cenpatico, ADHS, AHCCCS, the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, the Comptroller General, the U.S. Office of Civil Rights, or any authorized representative of the federal or State governments. Subcontractor is required to allow Cenpatico and/or any authorized representative of the federal and State government:

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

- a. Access to Subcontractor's staff and Members.
- b. Access to books and records related to the performance of the Agreement for inspection, audit, and reproduction. This shall include allowing Cenpatico and/or ADHS to inspect the records of any employee who works on the Agreement. Subcontractor agrees to obtain any necessary releases from Members with respect to their records and the information contained therein in order to permit Cenpatico and authorized State and federal agencies access to such records.
- c. Access to Subcontractor's facilities, and its subcontractor facilities (if any) for the purpose of evaluating the quality, appropriateness, timeliness, and safety of services performed under the Agreement. The inspection shall be conducted at reasonable times unless the situation warrants otherwise.
- d. Access to test at their own cost the materials to be supplied under the Agreement. If Cenpatico and/or any authorized representative of the federal and state government determines non-compliance of the materials, Subcontractor is required to be responsible for the payment of all costs incurred for testing and inspection.
- e. Neither inspection of Subcontractor's facilities nor materials testing shall constitute final acceptance of the materials or services.

3.5 Reviews.

- a. **Cenpatico Administrative Reviews.** In its full and unfettered discretion, Cenpatico may conduct Administrative Reviews, at least annually, of Subcontractor. The Administrative Reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor Subcontractor's progress toward implementing mandated programs and corrective action plans, and provide Subcontractor with technical assistance if necessary.
 - 1) **Scope.** The Administrative Review shall include review of:
 - operational and financial program compliance for all programs, including but not limited to State, federal, and contractual requirements;
 - clinical and business practices and policies;
 - financial reporting systems;
 - quality outcomes, timeliness, and access to healthcare services; and
 - any other operational and program areas identified by Cenpatico.
 - 2) **Procedure.**
 - In preparation for the Administrative Review, Subcontractor is required to fully cooperate with the Cenpatico Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that Cenpatico may request.
 - At the time of the commencement of the review, Subcontractor is required to have all requested medical records available. Any documents not requested in advance by Cenpatico shall be made available upon request of the Review Team during the course of the review. Subcontractor personnel, as identified in advance, are required to be available to the Review Team at all times during Cenpatico on-site review activities.
 - While on-site, Subcontractor is required to provide the Review Team with work space, access to telephone and internet services if available, electrical outlets, and privacy for conferences.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

- Following the review, Subcontractor shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to Cenpatico publishing the final report.
 - Recommendations made by the Review Team are required to be implemented by Subcontractor to bring Subcontractor into compliance with federal, State, AHCCCS, ADHS/DBHS, and/or Agreement requirements.
 - Cenpatico may conduct follow-up Administrative Reviews to determine Subcontractor's progress in implementing recommendations and achieving program compliance. Follow-up reviews may be conducted at any time after the initial Administrative Review.
- b. **AHCCCS Operational and Financial Reviews of ADHS/DBHS.** In accordance with CMS requirements, Subcontractor is required to comply and participate with AHCCCS Operational and Financial Reviews of ADHS/DBHS. Subcontractor is required to comply with all audit provisions as required by AHCCCS.
- c. **Quality Management Reviews.** Subcontractor is required to make available records and other documentation, and ensure Subcontractor's participation in, and cooperation with, any quality management reviews. This shall include participation in staff interviews and facilitation of Member/family member interviews.
- d. **SAMHSA Core Reviews (SAPT and CMHS Block Grants).** Subcontractor is required to comply with and participate as required in Cenpatico, ADHS/DBHS and federal audits and Core Reviews of services and programs funded through the Substance Abuse Prevention and Treatment and Community Mental Health Services Performance Partnership Grants.
- 3.6 Compliance with State's E-Health and Cenpatico's Community Health Record Initiatives.** Subcontractor is required to cooperate and comply with Cenpatico's administrative requirements in the implementation of the State's E-Health Initiative and Cenpatico's Community Health Record. The State's E-Health Initiative and Cenpatico's Community Health Record includes the establishment and implementation of a shared EHR/CHR accessible to ADHS, stakeholders, health plans, Members, Cenpatico, and Subcontractor and consistent with federal and State privacy laws. Such EHR/CHR will contain clinical, medical, and administrative information, including crisis plans, treatment/service plans for persons other than those with serious mental illness, individual service plans for persons with serious mental illness, and Advance Directives necessary to coordinate service delivery and conduct care management for Members. Subcontractor is further required to give ADHS/DBHS and Cenpatico access privileges and user-rights to any and all Member information within Subcontractor's MIS/EHR system. At a minimum, ADHS/DBHS and Cenpatico shall be permitted real-time access to client level demographics, claims and billing, service planning, assessment, and grievance and appeal data.
- 3.7 Sharing of Records.** Subcontractor is required to participate in any system established by Cenpatico to facilitate the sharing of records with other subcontractors involved in a Member's care, in order to facilitate the provision of a coordinated and seamless continuum of care, subject to applicable confidentiality requirements and all other applicable law. Subcontractor agrees to cooperate in the transfer of Member medical records to other subcontractors and to assume any cost associated therewith. Subcontractor is required to use best efforts to transfer any medical records in Subcontractor's custody within reasonable time of a Member's request or within the time frame required in State or federal laws or as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 3.8 Shared Databases.** Subcontractor is required to cooperate with Cenpatico in the development of shared databases including those established in the applicable ADHS/DBHS – Cenpatico Contract (see Exhibit A).

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Subcontractor is required to comply with the Cenpatico administrative requirements established for use of such shared databases.

- 3.9 Data Integrity.** Subcontractor is required to ensure that all data submitted to Cenpatico is accurate and timely. Subcontractor is required to maintain processes and procedures to ensure accuracy and timely submission of all data.
- 3.10 Electronic Medical Records System.** Subcontractor is required to maintain an electronic medical records system to allow for effective sharing of medical data and to maximize the management of medical information. Subcontractor is required to annually certify effective electronic storage redundancy through an independent data storage certification entity. A copy of the certification is required to be provided to Cenpatico on an annual basis.
- 3.11 Transparency.** The Parties understand and agree that because public money makes the Agreement possible; all transactions associated with the Agreement must be financially transparent to the public and to government regulators. In addition to other reporting and record keeping requirements set forth in the Agreement, Subcontractor agrees to provide to Cenpatico, within ten (10) days of a written request, any and all additional documentation requested by, and in a form acceptable to, Cenpatico, to support any payment made or to be made by Cenpatico to Subcontractor pursuant to the Agreement.
- 3.12 Periodic Reporting Requirements.** Subcontractor is required to submit to Cenpatico Deliverables listed in Exhibit E. Subcontractor is subject to corrective action or sanctions if Deliverable is submitted as untimely, inaccurate, or incomplete. By submitting Deliverables to Cenpatico, Subcontractor confirms that the information in the Deliverables is accurate and complete.
- a. Subcontractor shall be subject to the following standards for determining the adequacy of required reports:
 - 1) **Timeliness.** Subcontractor is required to submit Deliverables on or before scheduled due dates. All required Deliverables shall be submitted by e-mail to azdeliverables@cenpatico.com no later than 5:00 p.m. M.S.T. on the date due, unless otherwise noted. Subcontractor may submit to this e-mail address a written request for an extension of a reporting deadline and include a reason for the request for extension and a proposed due date. Requests for extension shall be submitted in writing and shall be received by Cenpatico prior to the report due date. If directed by a Cenpatico department to submit a specific Deliverable to a location other than azdeliverables@cenpatico.com, Subcontractor is required to post notification of the submission to azdeliverables@cenpatico.com upon delivery to the alternate location.
 - 2) **Accuracy.** Subcontractor is required to prepare and submit Deliverables in strict conformity with authoritative sources and report specifications.
 - 3) **Completeness.** Subcontractor is required to fully disclose all Deliverables in a manner that is both responsive and relevant to the Deliverables' purpose with no material omissions.
 - b. Subcontractor is required to comply with all changes to Deliverables specified by Cenpatico.
 - c. Subcontractor is required to continue to report beyond the term of the contract when necessary, including the processing of claims and encounter data because of lag time in the filing of source documents by Subcontractor.
- 3.13 Reporting Suspected Fraud and Program Abuse.** Subcontractor is required to:
- a. Publicize and utilize Cenpatico's confidential and anonymous reporting process for the public,

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

members, employees, and contractors to report fraud and program abuse complaints.

- b. Within ten (10) business days of discovery, or sooner whenever possible, make a written report of all instances of suspected fraud and / or program abuse to Cenpatico, the ADHS/DBHS Bureau of Corporate Compliance (BCC), and AHCCCS-OIG by completing the confidential AHCCCS Referral for Preliminary Investigation. [See 42 CFR 455.1 (a)(1); ARS § 36-2992.] This shall include acts of suspected fraud and/or program abuse that were resolved internally but involved AHCCCS funds. Failure to comply with the requirement to report suspected fraud and program abuse may result in the disciplinary action described in A.R.S. § 36-2992.
- c. Immediately make a written report to Cenpatico of all other instances of suspected fraud and / or program abuse that involve funding sources other than the Title XIX and Title XXI using the approved reporting ADHS/DBHS/BCC form, which is located at: <http://www.azdhs.gov/bhs/fraud.htm>.
- d. The Subcontractor is required to report to Cenpatico, within ten (10) days of notification, any contact made by AHCCCS-OIG in reference to an open fraud and program abuse case, a self-disclosure settlement, and/or any other type of activity involving communications by AHCCCS – OIG. Subcontractor shall advise Cenpatico of the final disposition of any case and/or settlement agreement made between the Subcontractor and AHCCCS-OIG.
- e. The Subcontractor shall record, track, and trend all fraud and program abuse related complaints and referrals. The record, at a minimum must contain the following information:
 1. Contact information of the complainant;
 2. Name and identifying information of person suspected of fraud and/or program abuse;
 3. Date and time complaint was received;
 4. Nature of the complaint allegations and summary of the concern;
 5. Potential estimated dollar loss amount and specific identification of funding source(s) involved;
 6. Subcontractors unique case identifying number;
 7. The department or agency in which the complaint has been reported, and
 8. Current status or final disposition.

3.14 Excluded Providers.

- a. The Subcontractor shall develop and implement policies and procedures to prohibit the Subcontractor from knowingly having a relationship with any person, entity, or affiliate that is disbarred, suspended, or otherwise excluded from participating in procurement or non-procurement activities. [42 CFR.610; 42 CFR 1001, 1901, and Executive Order Number 2549.]
- b. The Subcontractor shall develop and implement policies and procedures for screening the Excluded Parties Federal databases (SAM and LEIA) located at <https://www.sam.gov>, the Office of Inspector General (OIG), and the List of Excluded Individuals / Entities (LEIE) at <http://exclusions.oig.hhs.gov>, to determine whether potential and existing employees or contractors have been debarred, suspended or otherwise excluded from participating in procurement or non-procurement activities.
- c. Subcontractor shall submit the year-to-date list of all employees' and contractors' names that have been screened and checked against the exclusion databases, and submit the results to Cenpatico quarterly in accordance with Exhibit E of this Managed Health Services Agreement. At a minimum the year-to-date list of employees and contractors must include the following: name (last, first, middle initial); date of birth; last four digits of the Social Security Number; date of hire; current job position at the time of the verification; department / specialty; supervisor's name (last, first, middle initial); and

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

AHCCCS ID number (when applicable). The Subcontractor shall observe all applicable rules of confidentiality when submitting protected personal information.

- d. Subcontractor shall notify Cenpatico and AHCCCS-OIG immediately of any instances of an excluded provider that is, or appears to be, in a prohibited relationship with the Subcontractor.

ARTICLE IV
INSURANCE, BONDING, AND LOSS PROVISIONS

4.1 Insurance. Subcontractor is required to procure and maintain, until all of Subcontractor’s obligations under the Agreement have been discharged, including any warranty periods under the Agreement 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 Subcontractor, its agents, representatives, employees, or subcontractors. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained herein. Neither Cenpatico nor the State of Arizona in any way warrants that the minimum limits contained herein are sufficient to protect Subcontractor from liabilities that might arise out of the performance of the work under the Agreement by Subcontractor, its agents, representatives, employees, or subcontractors, and Subcontractor is free to purchase additional insurance.

- a. **Minimum Scope and Limits of Insurance.** Subcontractor is required to provide coverage with limits of liability not less than those stated below:

Commercial General Liability-Occurrence Form: This policy is required to include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Sexual Abuse/Molestation Aggregate	\$2,000,000
Products – Competed 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

Sexual Abuse and Molestation: The policy shall be endorsed to include coverage for sexual abuse and molestation.

The policy is required to be endorsed to include the following additional insured language: “Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor.” The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, 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 Subcontractor.

**CENPATICO
 CENPATICO UNIFORM TERMS AND CONDITIONS
 PREVENTION SERVICES AGREEMENT – EXHIBIT C
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013**

Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement.

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

The policy is required to be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, 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 Subcontractor.

Workers' Compensation and Employer's Liability:

Workers' Compensation Statutory Employer's Liability

Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, 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 Subcontractor. This requirement shall not apply to separately, each Subcontractor exempt under A.R.S. § 23-901 that execute the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Professional Liability (Errors and Omissions Liability):

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by the Agreement is written on a claims-made basis, Subcontractor warrants that any retroactive date under the policy is required to precede the Origination Date of the Agreement; 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 the Agreement is completed. The policy is required to cover professional misconduct or lack of ordinary skill for all persons employed by Subcontractor. Professional Liability is required to include Medical Malpractice for Behavioral Health Medical Practitioners.

This requirement can be met for independent contractors providing services to Subcontractor through a policy maintained by Subcontractor or through a personal policy maintained by the independent contractor as long as the policy meets all requirements specified herein.

The policy is required to be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor.” The Policy is required to contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents and for losses arising from work performed by or on behalf of Subcontractor.

- b. **Additional Insurance Requirements.** The policies are required to include, or be endorsed to include, the following provisions:
- Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by Subcontractor, even if those limits of liability are in excess of those required by the Agreement.
 - Subcontractor’s insurance coverage is required to be primary insurance with respect to all other available sources.
 - Coverage provided by Subcontractor shall not be limited to the liability assumed under the indemnification provisions of the Agreement.
 - Subcontractor is required to submit a signed affidavit from Subcontractor’s insurance carrier annually verifying the specific licensed staff covered under the policy at that point in time. In addition, Subcontractor is required to send an updated insurance affidavit for all newly hired independently licensed professionals within 30 days of their date of employment.
- c. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of the Agreement is required to provide the required coverage and shall not be suspended, voided, canceled, permitted to lapse, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Cenpatico. Such notice is required to be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 360, Tempe, AZ 85282, and is required to 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 with an “A.M. Best” rating of not less than A-VII. Subcontractor acknowledges that neither Cenpatico nor the State of Arizona in any way warrants that the above-required minimum insurer rating is sufficient to protect Subcontractor from potential insurer insolvency.
- e. **Verification of Coverage.** Subcontractor is required to furnish Cenpatico with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) within 15 days prior to expiration of policy. 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 Cenpatico before work commences. Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, shall constitute a material breach of the Agreement. All certificates required by the Agreement are required to be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 360, Tempe, AZ 85282. Cenpatico reserves the right to require complete, certified copies of all insurance policies required by the Agreement at any time.
- f. **Subcontractors.** Subcontractor is required to obtain from its subcontractors separate certificates and

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

endorsements for each subcontractor. Subcontractor is required to maintain certificates of insurance from all of its subcontractors and providers and ensure adequate coverage is provided throughout the term of Subcontractors' agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- g. **Approval.** Any modification or variation from the *Insurance Requirements* in the Agreement shall be made by Subcontractor in consultation with Cenpatico, ADHS/DBHS, and the Department of Administration, Risk Management Division. Such action will not require a formal Amendment, but may be made by administrative action.
- h. **Exceptions.** In the event that Subcontractor or its subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall instead provide Cenpatico with a Certificate of Self-Insurance. If Subcontractor or its subcontractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

- 4.2 **Responsibility for Tax Obligations and Insurance.** Subcontractor is responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage obligations set forth herein for Subcontractor and its employees. AHCCCS, ADHS/DBHS, and Cenpatico shall have no responsibility or liability for any taxes or insurance coverage for Subcontractor.

ARTICLE V
FINANCIAL AND CLAIMS CONSIDERATIONS

- 5.1 **Cost Record Keeping System.** Subcontractor is required to maintain a cost record keeping system.
- 5.2 **Subcontractor Payment Obligations.** Subcontractor is required to pay and perform all of its obligations and liabilities when and as due, provided, however, that if and to the extent there exists a bona fide dispute with any party to whom Subcontractor may be obligated, Subcontractor may contest any obligation so disputed until final determination by a court of competent jurisdiction; provided, however, that Subcontractor shall not permit any judgment against it or any levy, attachment, or process against its property, the entry of any order or judgment of receivership, trusteeship, or conservatorship, or the entry of any order to relief or similar order under laws, pertaining to bankruptcy, reorganization, or insolvency, in any of the foregoing cases to remain un-discharged, or un-stayed by good and sufficient bond, for more than fifteen (15) days.
- 5.3 **Member to Be Held Harmless.** In no event, including but not limited to the event of Subcontractor's insolvency, Cenpatico's insolvency, any breach of the Agreement, Medicare or Cenpatico's failure to pay Subcontractor, or ADHS/DBHS's failure to pay Cenpatico, shall Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against a Member or persons acting on a Member's behalf for Covered Services. This provision shall not prohibit the collection of any applicable Co-payments or deductibles. This section shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Subcontractor and Members or persons acting on a Member's behalf. Subcontractor shall not attempt to collect payment directly or through a collection agency from a person claiming to be AHCCCS-eligible without first receiving verification that the person was ineligible for AHCCCS on the date of service, or that services provided were not Covered Services.
- 5.4 **Availability of Funding.** Payments to be made by Cenpatico pursuant to the Agreement are conditioned upon the availability to Cenpatico of funds authorized for expenditure in the manner and for the purposes provided herein. No legal liability for any payment on the part of Cenpatico or any Cenpatico Related

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Entities may arise under the Agreement until funds are made available by the State for performance of the Agreement. Cenpatico shall not be liable for any hiring, purchases, expenditures, leases, agreements, or subcontracts entered into by Subcontractor in anticipation of funding. Funds may not presently be available for performance under the Agreement beyond the current State Fiscal Year. Moreover, should the State for any reason reduce the appropriations intended to apply to the performance of the Agreement for the current State Fiscal Year, Cenpatico may, at its sole election, take any of the following actions: (i) negotiate with Subcontractor for a reduced price or contract amount; or (ii) terminate the Agreement or any of its Attachments in whole or in part.

5.5 Claims Submission and Encounter Reporting. Subcontractor is required to submit encounters or claims for each service rendered to a Member in accordance with encounter and claims submission requirements outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Office of Program Support Operations and Procedures Manual, the ADHS/DBHS Covered Behavioral Health Services Guide, the ADHS/DBHS Financial Reporting Guide for the applicable GSA, the Client Information System (CIS) File Layouts and Specifications Manual requirements, Medicare laws and regulations, CMS instructions, and in accordance with HIPAA. Subcontractor must submit claims and encounters electronically, and they must be submitted at least twice a month. When submitting claims and encounters, Subcontractor's chief executive officer, chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, and who reports directly to such officer, must certify (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of the data.

a. **Encounter Reporting.** When applicable, Subcontractor is required to provide encounter and other related data in compliance with the ADHS/DBHS Provider Manual-Cenpatico Edition in a form acceptable to Cenpatico, ADHS, AHCCCS, and CMS (when applicable). This data shall include, but is not limited to, outcomes and performance data, within such timeframes specified therein. Subcontractor agrees that timely submission of such data shall be a prerequisite to Subcontractor's right to compensation under the Agreement. If Subcontractor fails to provide the encounter data as required and such failure results in fines, penalties or other monetary damages being imposed on Cenpatico, Subcontractor is required to pay Cenpatico any and all such costs incurred by Cenpatico. Subcontractor agrees that subject to applicable law, in Cenpatico's discretion, Cenpatico may utilize and disclose all data submitted by Subcontractor pursuant to this section. Subcontractor shall have the right, subject to applicable law and upon reasonable advance notice to Cenpatico, to inspect such data for Subcontractor and, upon notice to Cenpatico, to correct errors and omissions in such data.

b. **Claim and Encounter Value.** Subcontractor is required to submit, except for crisis services purchased on a capacity basis and Non-Title XIX Encounter Relief approved by ADHS, encounter value equal to or greater than 100% of the total contract value. The maximum claim and encounter value for a unit of service shall be the lesser of the amount billed, or the amount listed in the Schedule contained within Exhibit B or in Subcontractor's Fee Schedule (Exhibit D) based upon the procedure code encountered. All services shall be reported by Subcontractor in accordance with the rates, procedures, procedure codes, and processes outlined in the Agreement.

5.6 Compensation. Cenpatico shall compensate Subcontractor for the Covered Services provided to Members in accordance with the terms of the Agreement. The method and amount of compensation and/or other consideration shall be provided in Exhibit B, "Method of Payment," which may be amended or supplemented from time to time pursuant to the terms of the Agreement. For all non-hospital fee-for-service clean claims, Cenpatico shall pay interest on "late claim payments" at a rate of ten percent (10%) per annum. "Late claim payments" are those that Cenpatico pays more than 30 days after Subcontractor submits a clean claim. For hospital clean claims, a slow payment penalty will be paid and a quick pay

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

discount will be taken in accordance with A.R.S. 36-2903.01 (G)(5). No additional slow payment penalty or interest will be paid for late claim payments on hospital clean claims, including in the case of a grievance or claim dispute.

- 5.7 Compensation for Utilization Management Activities.** The Parties agree that the compensation to be paid to Subcontractor pursuant to Exhibit B hereto does not, and shall not be construed to, directly or indirectly provide incentives to individuals or entities conducting utilization management activities to deny, limit, or discontinue Covered Services to any Member in accordance with 42 CFR § 438.210(e). Furthermore, Subcontractor is prohibited, through the use of incentives, direct or indirect payments, or other practices (including but not limited to incentives in the form of compensation to individuals or entities that conduct Subcontractor's utilization management activities), from denying, limiting or discontinuing medically necessary services to any Member. Subcontractor is further required to comply with all applicable regulations related to physician incentive contracts.
- 5.8 Third Party Payor Contracts.** Subcontractor is required to annually pursue registration/contracts with third party payors to facilitate coordination of services and coordination of benefits. Subcontractor is required to pursue registration/contracts with appropriate private insurance carriers, Medicare, and appropriate State agencies, and maintain evidence on file for three (3) years of attempts to obtain contracts with the third party payors. Subcontractor is further required to pursue all opportunities for credentialing independent licensed staff with third party vendors to facilitate receipt of third party payments.
- 5.9 Coordination of Benefits and Collection Practices.** Subcontractor is required to adhere to coordination of benefits and third-party liability requirements in conformance with the ADHS/DBHS Provider Manual-Cenpatico Edition, and is required to effectively coordinate benefits. Subcontractor is required to actively pursue all third party billing and reimbursement to obtain third-party payment, including, but not limited to Medicare. Subcontractor may deny a service to a Member if it knows a third-party (i.e., other insurer) will pay the service. If a third-party insurer (other than Medicare) requires the Member to pay any co-payment, coinsurance, or deductible, Subcontractor is responsible for billing Cenpatico for these charges. Cenpatico is not responsible for paying coinsurance and deductibles that are in excess of what Cenpatico would have paid for the entire service. Subcontractor may bill Cenpatico after ninety days with proof that the third party payor was billed and that Subcontractor has not received payment from Medicare or other third party payor. Subcontractor must submit an EOB/EOP when payment has been received from a third party payor. Cenpatico will adjust the claim appropriately.
- 5.10 Reporting of Changes and Additional Health Insurance.** Subcontractor is required to communicate any known change in or addition to Members' health insurance information, including Medicare, to Cenpatico, no later than seven (7) days from the date of discovery. In addition, Subcontractor is required to notify AHCCCS within seven (7) calendar days of discovering any Cenpatico Member has additional health insurance coverage, utilizing the AHCCCS web-based "Third Party Referral/Change Form."
- 5.11 Medicare Part D Prescription Drug Plans.** Medicare-eligible Members, including Members who are dually eligible for Medicare (Title XVIII) and Medicaid (Title XIX/XXI) will receive Medicare Part D prescription drug benefits through Medicare Prescription Drug Plans (PDPs) or Medicare Advantage Prescription Drug Plans (MAPDs). Prescription drug coverage for Medicare-eligible Members enrolled in Medicare Part D will be based on Medicare Part D plans' formularies. Subcontractor is required to assist Member to re-enroll in Medicare Part D and fill out forms for low income subsidy annually. State funds will be used to pay or reimburse Medicare Part D cost sharing for Members who are dual eligible or Non-Title XIX Medicare eligible and determined to have a Serious Mental Illness (SMI), as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition. Payment of any Medicare Part D cost sharing or any Medicare Part D excluded or

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

non-covered drugs for Not-Title XIX eligible, Non SMI Members is based on available funding as determined by Cenpatico.

- 5.12 Recoupment Rights.** Subcontractor is required to reimburse Cenpatico for the following immediately upon demand: (i) the amount of any overpayment or erroneous payment made by Cenpatico to Subcontractor; (ii) any amounts that Cenpatico pays a third-party to provide Covered Services that Subcontractor is obligated to provide under the Agreement; (iii) amounts owed by Subcontractor in relation to under-delivery of services or failure to provide encounter value equal to payment; (iv) any amounts paid to Subcontractor for Covered Services delivered on dates on which Subcontractor did not have the credentials, license, certification, or accreditation required to be an AHCCCS registered provider; (v) amounts deemed by Cenpatico, ADHS, or the Arizona Auditor General not to have been disbursed in accordance with the terms of the applicable ADHS/DBHS – Cenpatico Contract (see Exhibit A); and (vi) any recoupment imposed by ADHS, AHCCCS, or the federal government for which Subcontractor is the responsible party.
- 5.13 Recoupment Process.** At Cenpatico's sole discretion, any recoupment Subcontractor owes Cenpatico shall be either: (i) deducted from Cenpatico's payments to Subcontractor or (ii) reimbursed to Cenpatico upon written demand, pursuant to the terms specified in the demand. As a material condition to Subcontractor's obligations under the Agreement, Subcontractor agrees that all recoupment and any offset rights pursuant to the Agreement shall be deemed to be and to constitute rights of recoupment authorized in State or federal law or in equity to the maximum extent possible under law or in equity or other government authority that may now have or hereafter have jurisdiction over subcontractor. Upon request, Subcontractor is required to void encounters within 90 days for claims that are recouped in full due to billing errors. For recoupments that result in an adjusted claim value, Subcontractor is required to submit replacement encounters within 90 days.
- 5.14 Right of Offset.** Cenpatico shall be entitled to offset against any amounts Cenpatico owes Subcontractor, the expenses or costs incurred by Cenpatico, or sanctions assessed by Cenpatico concerning Subcontractor's non-conformance performance or failure to perform the Agreement, including expenses, costs, and damages described in this Exhibit.
- 5.15 Profit Limitations.** Subcontractors paid only on a Fee for Service basis for services shall not be subject to profit limitations. Subcontractors paid on a Block Purchase or Block Payment methodology are limited to the percentage of annual profit on services reimbursed on the total of Block Purchase, Block Payment, or Fee for Service arrangements, specified by applicable GSA in Exhibit B.
- a. Subcontractors shall return to Cenpatico all Non-Title XIX/XXI funds not expended on services or administration for Non-Title XIX/XXI eligible persons. Subcontractors shall not earn a profit from allocated funds for Supported Housing for Title XIX SMI Members and all services to Non-Title XIX/XXI SMI adults.
 - b. Subcontractor is required to calculate profits and losses for SAPT and/or CMHS Grant funds separately from other programs. Subcontractor's profits for SAPT Grant funds is limited to the percentage of service revenue per Contract Year (as defined for each GSA in Exhibit H).
 - c. Subcontractor's profit for Non-Title XIX/XXI Other and County funds, if applicable, shall be limited to the percentage of service revenue per Contract Year (as defined for each GSA in Exhibit H).
 - d. Subcontractor is required to return excess profits to Cenpatico solely at the discretion of Cenpatico and/or ADHS/DBHS.
 - e. Subcontractor shall not include performance incentives earned under this contract as revenue for the

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

purpose of calculating profit or loss corridors.

- f. Subcontractor shall not include imposed sanctions or taxes as an expense for the purpose of calculating profit or loss.

5.16 Evergreen Contract Financial Considerations. In the event the Agreement is not amended before the end of the Contract Year, the financial considerations as outlined in Exhibit B of the most recently executed Agreement will be extended indefinitely on a pro rata basis until the Managed Health Services Agreement is amended or terminated in accordance with the terms of the Agreement. In the event the evergreen contract financial considerations are in effect, monthly payments will be made on either a pro rata basis or the monthly amount specified in the payment schedule identified in Exhibit B.

5.17 Financial Reporting and Viability Measures. Subcontractor is required to meet the following financial viability standards, on a monthly basis. The Defensive Interval must be greater than or equal to thirty (30) days. The Defensive Interval is calculated as follows: $\text{Defensive Interval} = (\text{Cash} + \text{Cash Equivalents}) \div ((\text{Operating Expense} - \text{Non Cash Expense}) / (\text{Period Being Measured in Days}))$. The Current Ratio must be greater than or equal to 1.00. The Current Ratio is calculated as follows: $\text{Current Ratio} = \text{Current Assets} \div \text{Current Liabilities}$.

5.18 Block Payment Requirements. Subcontractors paid on a block payment methodology as identified in Exhibit B shall meet the following requirements. Subcontractor must successfully produce encounter value for services actually rendered that are equal or greater than to 100% of the prospective block payments. Cenpatico will reconcile payments to encounter data and may adjust, withhold, or recoup funding, based on performance against encounter value requirements. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services, as defined by ADHS/DBHS, as indicated. Subcontractor agrees to manage the block payment allocations to ensure consistent provision of services throughout the term of the Agreement. Block payment service payments, as specified in Exhibit B, will be processed for payment on or about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30 per check mailed or delivered other than via standard US mail.

Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of said payment arrangement. Subcontractor may be subject to a withhold to be determined by Cenpatico, and at the discretion of Cenpatico when year-to-date prorated encounter value does not equal year-to-date contract value thresholds established by Cenpatico. All encounters will be applied to ADHS/DBHS prescribed Fund Types. Subcontractor is required to be subject to recoupment for insufficient encounter value related to each individual Fund Type. Over delivery of encounter value in one Fund Type cannot be used to offset under delivery in another Fund Type, except as allowed under statute. Any exceptions to this requirement shall be at the sole discretion of Cenpatico. Block Payment allocation includes the provision of all services covered under the Block Payment as defined in the Agreement and provided through any and all facilities operated by Subcontractor in Arizona, regardless of the location of the facilities.

If Subcontractor does not bill Cenpatico (e.g., Subcontractor is capitated), Subcontractor's encounter data that is required to be submitted to the Cenpatico pursuant to contract is defined for these purposes as a "claim for payment." Subcontractor's provision of any service results in a "claim for payment" regardless of whether there is any intention of payment. All said claims shall be subject to review under any and all fraud and abuse statutes, rules and regulations, including but not limited to A.R.S. § 36-2918.

5.19 Block Purchase Requirements. Subcontractors paid on a block purchase methodology as identified in Exhibit B shall meet the following requirements. Subcontractor must successfully produce encounters to support

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

block purchase amount and reflect all services performed under the block purchase. Specific block purchased crisis services as identified in Exhibit B do not require 100% encounter value submission. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services. Subcontractor agrees to manage the block purchase allocations to ensure consistent availability and provision of services throughout the term of the Agreement. Block purchase service payment, as specified herein, will be processed for payment on about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30.00 per check mailed or delivered other than via standard US mail. Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of such payment arrangements.

- 5.20 Fee for Service (FFS) Requirements.** Subcontractors paid on a Fee for Service (FFS) methodology as identified in Exhibit B shall be paid in accordance to the requirements outlined in the Agreement.
- 5.21 Fee for Service with Maximum Limit Requirements.** Subcontractors paid on a Fee for Service (FFS) with Maximum Limit methodology as identified in Exhibit B shall meet the following requirements. Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year for the provision of Covered Services. Subcontractor agrees to manage the maximum allocation to ensure consistent provision of services throughout the term of the Agreement. Subcontractor acknowledges and agrees to accept payment for procedure codes as specified in Exhibit B and Exhibit D up to the maximum amount specified and agrees to the terms contained in the Agreement. Subcontractor acknowledges the maximum annual contract payment for the Contract Year specified in Exhibit B and agrees to the terms of such payment arrangements. Subcontractor will receive all fees based upon the Fee Schedule in Exhibit D.
- 5.22 Federal Block Grant Requirements.** If applicable, Subcontractor agrees to not use Federal Block Grant funds for inpatient hospital services; physical health care services; to make cash payments to intended recipients of health services; to purchase or improve land; to purchase, construct, or permanently improve (other than minor remodeling) any building or other facility except for minor remodeling; to purchase major medical equipment; to provide financial assistance to any entity other than a public or non-profit entity; to provide individuals with hypodermic needles or syringes for illegal drug use, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS; to pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of Level I of the Executive Salary Schedule for the award year (see http://grants.nih.gov/grants/policy/salcap_summary.htm); or to purchase treatment services in penal or correctional institutions in the State of Arizona.
- 5.23 State General Funds Requirements.** In accordance with A.R.S § 35-190, State General Funds are appropriated by the Arizona Legislature and must be expended by September 30th of each year at Cenpatico and Subcontractor levels. These funds are noted as State General Funds in the ADHS/DBHS Allocation Schedule.

Cenpatico shall monitor Subcontractor expenditures to ensure that State General Funds are spent by September 30th. Cenpatico and Subcontractors are not allowed to defer State General Funds.

Subcontractors are required to return unexpended State General Funds to Cenpatico; and subsequently, Cenpatico shall return the funds to ADHS/DBHS within fifteen (15) days of ADHS/DBHS' request or within thirty (30) days after the State Fiscal Year, whichever is earlier.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Subcontractor is required to reimburse Cenpatico immediately upon demand, for any unexpended State General Funds. Cenpatico shall have the right, at its sole discretion, to withhold unexpended funds from future payments.

- 5.24 Third Party Antitrust Violations.** Subcontractor assigns to Cenpatico any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Subcontractor, toward fulfillment of the Agreement.
- 5.25 Reassignment.** Subcontractor agrees that it shall comply with the provider reimbursement terms relating to the proper reassignment of the right to claims payment and the billing of personally performed services set forth at A.A.C. R9-22-714 Subsections B, C and D.

ARTICLE VI
NON-PERFORMANCE PROVISIONS

6.1 Corrective Actions. Subcontractor is required to comply with corrective action when Cenpatico determines that Subcontractor has not fulfilled its obligations under the Agreement.

- a. **Bases for Corrective Action.** The need for corrective action may be identified through various means, including but not limited to: grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; failure to meet the MPS for any measure; management objectives; appointment standards data; a significant decrease in performance on any measure that cannot be justified; failure to demonstrate improvement toward meeting MPS; or information obtained in any other contract deliverable or investigation.
- b. **Corrective Action Letters (CALs) and Corrective Action Plan (CAPs).** The Corrective Action Letter (CAL) and the Corrective Action Plan (CAP) shall be a means of communication between Cenpatico and Subcontractor when Cenpatico determines that Subcontractor has not fulfilled its obligations under the Agreement. Cenpatico shall inform Subcontractor through a written CAL that an issue requiring corrective action has been identified and that Subcontractor must prepare a CAP. The CAL will specify the corrective action(s) required to bring Subcontractor's performance into compliance with Agreement requirements on the identified issue(s), the documentation required to substantiate that the corrective actions have been completed, and the period of time during which Subcontractor must implement the required corrective action(s). Subcontractor shall develop and implement a Cenpatico-approved CAP to address the issues identified in the CAL.
- c. **Sanctions Failure to Comply with Corrective Action.** If, at the end of the specified time period, Cenpatico determines that Subcontractor has complied with the CAL requirements, Cenpatico will take no further action with respect to the imposition of sanctions. If, however, Cenpatico determines that Subcontractor has not complied with the Corrective Action Letter requirements, Cenpatico may proceed with the imposition of sanctions.

6.2 Performance Sanctions.

- a. **Cenpatico's Sanction Authority.** Cenpatico may impose financial sanctions for failure to comply with the terms of the Agreement (including requirements set forth in the documents incorporated by reference). Cenpatico shall determine, at its sole discretion, the amount of any sanction. Sanctions shall be assessed according to the severity of the violation.
- b. **Sanction Warning Letter.** Prior to issuing a performance sanction, Cenpatico will issue a Sanction

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Warning Letter, informing Subcontractor that it will be sanctioned if a contract violation is not corrected within the timeframe set forth in the Sanction Warning Letter. However no sanction warning letter is required for Section 6.7, Performance Credit for Failure to Comply with Exhibit E, below.

- c. **Notice of Sanction.** If Subcontractor does not timely comply with all requirements in a Sanction Warning Letter, Cenpatico will provide Subcontractor with a written notice of sanction specifying the sanction, the grounds for the sanction, the amount of funds to be withheld from Subcontractor's payments, the steps necessary to avoid future sanctions, and the right to file a claim dispute to challenge the sanction. Subcontractor is required to complete all steps necessary to correct the violation within the time frame established by Cenpatico in the notice of sanction. In the event Subcontractor fails to adequately correct the violation within established time frames, Cenpatico may, in its sole discretion, impose additional sanctions which may be equal to or greater than the sanction imposed for the unresolved violation.
- d. **Provider Appeal Rights.** Any dispute regarding Subcontractor's liability for a sanction imposed under the Agreement shall be resolved through the provider Claim Dispute process outlined in the ADHS/DBHS Provider Manual–Cenpatico Edition.

6.3 General Service Provision Sanctions. Unless explicitly stated otherwise in the Agreement or document incorporated by reference, at Cenpatico's discretion, all subcontractors are subject to the following sanctions:

- a. Three thousand dollar (\$3,000.00) fine for failure to satisfy the requirements in the timeframe articulated in a Sanction Warning Letter issued by Cenpatico.
- b. One thousand dollar (\$1,000.00) fine for failure to reply in the requested timeframe to a formal request for information sent by email or in writing from the Cenpatico Provider Relations Department.
- c. One thousand dollar (\$1,000.00) fine for a third Encounter Data Validation Study site visit for repeated failure to meet minimum standards.
- d. One hundred dollar (\$100.00) fine per person per day for an unexcused absence from a training or failure to send an alternate once enrollment has been approved.
- e. Five dollar (\$5.00) fine per claim, per day, for failure to reverse a claim as required in a Corrective Action Plan because of deficiencies Cenpatico identified in an Encounter Data Validation Study.
- f. Additional monthly penalties for failure to correct a violation within the timeframes established in the notice of sanction, which at Cenpatico's discretion, may be equal to or greater than the following: the original penalty amount multiplied by one (1) plus the number of additional months (or portion of a month) during which the violation continues. *(For example: If one month past the timeframe in the notice of sanction Subcontractor has not corrected the violation(s), Cenpatico may impose an additional penalty of the original penalty amount times two (one plus one month). If two months pass and Subcontractor still has not corrected the violation(s), Cenpatico may impose yet another penalty of the original penalty amount times three (one plus two months).)*

6.4 ICC Agency Performance Sanctions. Unless explicitly stated otherwise in the Agreement or document incorporated by reference, at Cenpatico's discretion, ICC Agencies, as identified in Exhibit A, are subject to the following additional sanctions:

- a. Fifteen hundred dollar (\$1,500.00) fine for failure to submit a Corrective Action Plan by the due date specified in a Corrective Action Letter issued by Cenpatico.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

- b. Three thousand dollar (\$3000.00) fine for failure to respond to an Issue Resolution within the time frame specified by ADHS/DBHS.
- c. Three thousand dollar (\$3,000) fine per incident for failure to provide appropriate follow-up services or coordination of care for a period of 60 days or more for any Member deemed as “high risk” by Cenpatico.
- d. Three thousand dollar (\$3,000.00) fine for failure to provide quality care or effective coordination of care as determined by Cenpatico, per incident.
- e. Five hundred dollar (\$500.00) fine for each incident in which subcontractor fails to provide coordination of care documents and reports to affiliated providers of care within three (3) workdays after receipt of a request for said documents, including, but not limited to PCPs, CPS, other State and local agencies, and Specialty Providers.
- f. Five hundred dollar (\$500.00) fine for each audited chart that fails to meet the Behavioral Health Service Plan (BHSP) minimum performance standard (MPS) on the quarterly DBHS BHSP audit.
- g. Fifteen hundred dollar (\$1,500.00) fine for failure to meet the Coordination of Care (COC) minimum performance standard (MPS) on the quarterly DBHS COC audit for each population (child/adult) for the quarter.
- h. Three thousand dollar (\$3,000.00) fine for each month subcontractor fails to maintain an average demographic acceptance rate for the month of 90%.
- i. Five thousand dollar (\$5,000.00) fine for failure to maintain and provide a contracted program outlined in Article V of Exhibit A.
- j. Ten thousand dollar (\$10,000.00) fine for failure to provide appropriate coordination of care for a Member, resulting in an untoward event that affects the local community or the Member.
- k. Five thousand dollar (\$5000.00) sanction for failure to pass the Cenpatico Annual Medical Record Audit.

6.5 Sanctions Related to Providers on a Block Payment Methodology. Unless explicitly stated otherwise in this Agreement or documents incorporated by reference, any Subcontractor paid on a Block Payment Methodology, as identified in Exhibit B, is subject to the following additional sanction:

A fine of ten percent (10%) of the amount encountered for any and all encounters not timely submitted pursuant to the timely filing guidelines set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition

6.6 Administration of Sanction Payments. Any amounts due and owing to Cenpatico under this Article may be offset by Cenpatico against any payments due Subcontractor under the Agreement from the next monthly payment until the full amount is paid. Subcontractor and Cenpatico each acknowledge that the payments described in this Article constitute liquidated damages for the loss of a bargain, are not penalties, and are a reasonable approximation of Cenpatico’s damages under the circumstances, as can best be determined as of the date hereof. Cenpatico shall have the right to impose such an offset even if Subcontractor contests the sanction; provided, however, that if the sanction is reduced or eliminated following a provider Claim Dispute, Cenpatico shall pay any such sums within 30 days of the final resolution of the dispute process.

6.7 Sanctions Imposed by State or Federal Authorities. If any State or federal authority imposes a sanction against Cenpatico, for any act or omission that Subcontractor was prohibited or required (respectively) to perform pursuant to the Agreement, Cenpatico may, in addition to any other remedies available under the Agreement, impose a sanction against Subcontractor in an amount equal to the amount of any such

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

sanction imposed on Cenpatico. Subcontractor shall reimburse Cenpatico for these sanctions upon demand, or, at Cenpatico's election, the sanctions may be offset against any payments due to Subcontractor under the Agreement. Cenpatico will not levy these sanctions upon Subcontractor until such time as the sanctioning authority actually imposes sanctions upon Cenpatico. If any such sanction applies to more than one subcontractor and the sanctioning authority does not delineate individual subcontractor responsibility, Cenpatico may apportion sanctions to Subcontractor based on an equitable method that accounts for Subcontractor's share of responsibility.

- 6.8 Performance Credit for Failure to Comply with Exhibit E.** Subcontractor has agreed to the time frames for the Deliverables set forth in Exhibit E. In the event Subcontractor fails to provide the Deliverables in accordance with Exhibit E, Subcontractor shall be liable for a performance credit for such delay in the amount of five hundred dollars (\$500.00) per incident.
- 6.9 Right to Assurance.** If Cenpatico in good faith has reason to believe that Subcontractor does not intend to, or is unable to perform or continue performing under the Agreement, Cenpatico may demand in writing that Subcontractor give a written assurance of intent to perform. Failure by Subcontractor to provide written assurance within the number of days specified in the demand may, at Cenpatico's option, be the basis for terminating the Agreement, or other rights and remedies available by law or provided by the Agreement.
- 6.10 Stop Work Order.** Cenpatico may, at any time, by written order to Subcontractor, require Subcontractor to stop all or any part, of the work called for by the Agreement for period(s) of days indicated by Cenpatico after the order is delivered to Subcontractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Subcontractor is required to 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. If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, Subcontractor shall resume work. Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 6.11 Suspension of Services Pending Resolution of a Felony Charge.** Cenpatico reserves the right to issue a suspension notice immediately suspending some or all of the services being provided by Subcontractor or Subcontractor's director, officer, employee, or volunteer if Subcontractor or a Subcontractor director, officer, employee, or volunteer is charged with a crime involving fraud, dishonesty, or abuse. Upon receipt of the suspension notice, Subcontractor is required to immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the services covered by the suspension notice during the suspension period. Subcontractor is required to inform Cenpatico of the outcome of the charge and provide any requested written documentation substantiating the outcome. If the charge is dismissed, Cenpatico will terminate the suspension notice and Subcontractor will resume providing services. If Subcontractor or a Subcontractor director, officer, employee, or volunteer is convicted of a crime involving fraud, dishonesty, or abuse, Cenpatico reserves the right to determine appropriate actions. Where applicable, Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 6.12 Non-exclusive Remedies.** The rights and the remedies of Cenpatico under the Agreement are not exclusive.

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

ARTICLE VII
TERM, TERMINATION, INDEMNIFICATION, AND DISPUTE RESOLUTION

- 7.1 Term and Voluntary Termination.** This Agreement shall commence on the Effective Date and continue in effect until the following September 30th (Initial Term). On October 1st of each year, the Agreement and any Attachments will automatically renew for one (1) year periods (Renewal Term (s)), unless: (1) either party gives notice to the other of its intent not to renew the Agreement, or an Attachment individually, no fewer than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term of the Agreement or such Attachment, as applicable; or (2) the Agreement or its Attachments are terminated pursuant to other provisions herein.
- 7.2 Elective Termination.** Either party may elect to terminate the Agreement for any reason with ninety (90) days' prior written notice, delivered by certified mail, to the other party.
- 7.3 Termination Upon Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties effective upon the date specified in the written agreement. If the Parties cannot reach agreement regarding an effective date for termination, Cenpatico will determine the effective date.
- 7.4 Termination for Conflict of Interest.** Cenpatico may terminate the Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of Cenpatico is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee or a consultant to Subcontractor with respect to the subject matter of the Agreement. The termination shall be effective when Subcontractor receives written notice of the termination unless the notice specifies a later time.
- 7.5 Termination for Improper Gratuities.** Cenpatico may, by written notice, terminate the Agreement, in whole or in part, if Cenpatico determines that employment or a gratuity was offered or made by Subcontractor or a representative of Subcontractor to any officer or employee of Cenpatico for the purpose of influencing the outcome of the securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about contract performance. Cenpatico, 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 Subcontractor.
- 7.6 Termination for Suspension or Debarment.** Cenpatico may, by written notice to Subcontractor, immediately terminate the Agreement if Cenpatico determines that Subcontractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of the Agreement shall attest that Subcontractor is not currently suspended or debarred. If Subcontractor becomes suspended or debarred, Subcontractor is required to immediately notify Cenpatico.
- 7.7 Termination for Convenience.** Cenpatico reserves the right to terminate the Agreement, in whole or in part at any time, in Cenpatico's sole discretion when in Cenpatico's best interests without penalty or recourse. Upon receipt of the written notice, Subcontractor is required to stop all work, as directed in the notice, and minimize all further costs to Cenpatico. In the event of termination under this section, all documents, data and reports prepared by Subcontractor under the Agreement shall become the property of and be delivered to Cenpatico upon demand. Subcontractor 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.
- 7.8 Termination for Default.** In addition to the rights reserved in the Agreement, Cenpatico may terminate the Agreement in whole or in part due to Subcontractor's failure to: obtain initial credentialing or re-

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

credentialing, subject to the provider appeal processes outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition; comply with any material term or condition of the Agreement; acquire and maintain all required insurance policies, bonds, licenses, and permits; or make satisfactory progress in performing the Agreement. Cenpatico shall provide written notice of the termination and the reasons for it to Subcontractor. Upon termination under this section, all documents, data, and reports prepared by Subcontractor under the Agreement shall become the property of and copies be delivered to Cenpatico on demand. Cenpatico may, upon termination of the Agreement, purchase, on terms and in the manner that Cenpatico deems appropriate, materials or services to replace those under the Agreement. Subcontractor shall be liable to Cenpatico for any excess costs incurred by Cenpatico in purchasing materials or services in substitution for those due from Subcontractor.

7.9 Termination Due to Non-Award, Expiration, or Termination of ADHS/DBHS – Cenpatico Contract(s).

Subcontractor acknowledges that the Agreement is subject to automatic termination upon the non-award, expiration, or termination of the applicable ADHS/DBHS – Cenpatico Contract(s) (see Exhibit A).

7.10 Voidability of Agreement. The Agreement is voidable and subject to immediate termination by Cenpatico upon Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Agreement without the prior written approval of Cenpatico.

7.11 Termination Following Notice to Cure.

- a. **Notice to Cure.** Cenpatico may issue a notice to cure for failure to carry out any material obligation, term, or condition of the Agreement. The notice to cure shall stipulate the required response and timeframe required for the remedy. Failure to meet the requirements of the notice to cure may result in Cenpatico terminating the Agreement in whole or in part. By way of example (but not limited to this list), Cenpatico may issue a written notice to cure to Subcontractor for acting or failing to act as in (but not limited to) any of the following:
- 1) Subcontractor fails to adequately perform the services set forth in the Agreement, including the documents incorporated by reference;
 - 2) Subcontractor fails to complete the work required or to furnish the materials required within the time stipulated by the Agreement;
 - 3) Subcontractor fails to reverse claims that Cenpatico determines have been billed in error following an Encounter Data Validation Study; or
 - 4) Subcontractor fails to make progress in the performance of the contract and/or gives Cenpatico reason to believe Subcontractor will not or cannot perform to the requirements of the contract.
- b. **Response to Notice to Cure.** Upon receipt of the written notice to cure, Subcontractor shall have ten (10) days to provide a satisfactory response to Cenpatico. Subcontractor's failure to adequately address all issues of concern may result in Cenpatico resorting to any single or combination of the following remedies:
- 1) Terminate the Agreement in whole or in part due to failure by Subcontractor to carry out any material obligation, term, or condition of the Agreement;
 - 2) Reserve all rights or claims to damage for breach of any covenant of the Agreement; or
 - 3) Perform any test or analysis on records, data, or materials for compliance with the specifications of the Agreement. If the result of any test confirms a material non-compliance with the specifications,

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

any reasonable expense of testing shall be borne by Subcontractor.

- c. **Termination Following Notice to Cure.** Upon termination under this paragraph, all goods, materials, documents, data, and reports prepared by Subcontractor under the Agreement shall become the property of and be delivered to Cenpatico. Moreover, Cenpatico reserves the right to procure, on terms and in the manner that it deems appropriate, services to replace those under the Agreement. Cenpatico may recover any reasonable excess costs resulting from these actions from Subcontractor by deduction from an unpaid balance and any other remedies as provided by law.

7.12 Immediate Termination by Cenpatico. Notwithstanding anything herein to the contrary, Cenpatico may immediately terminate the Agreement, in whole or in part, upon written notice to Subcontractor as follows:

- a. If Subcontractor will lose, relinquish, or have materially affected any licensure or certification necessary to provide Covered Services in the State, with such termination to be effective upon the effective date of such loss, relinquishment or material effect;
- b. If Subcontractor or any of its agents or managing employees is convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
- c. In the event of: (i) imminent harm to patient health; (ii) an action by a State medical board, a medical or other licensing board, or a government agency that may impair Subcontractor's ability to provide Covered Services; or (iii) Subcontractor's conviction of fraud or malfeasance;
- d. If Subcontractor assigns or delegates the Agreement without Cenpatico's prior written approval; or
- e. If Subcontractor breaches its warranty that it complies with all federal and State immigration laws and regulations.

7.13 Cenpatico's Right to Contract with an Alternate Subcontractor. In addition to any other rights provided by law or under the Agreement, upon a determination by Cenpatico that Subcontractor has failed to perform any requirements of the Agreement that materially affect the health, safety or welfare of Members, Cenpatico may, immediately upon written notice to Subcontractor, directly locate an alternative Subcontractor for so long as necessary to ensure the uninterrupted care to Members and to accomplish the orderly transition of Members to other providers in the Cenpatico network, or until Subcontractor corrects the Agreement performance failure to the satisfaction of Cenpatico.

7.14 Rights and Obligations Upon Termination. In addition to the other requirements stated in the Agreement, Subcontractor is required to comply with the following provisions upon issuing or receiving a notice of non-renewal or a notice termination, until the effective date of the notice:

- a. Subcontractor is required to perform work consistent with the requirements of the Agreement and in accordance with a written transition plan approved by Cenpatico for the orderly transition of eligible and enrolled persons to another Provider. The written transition plan will specify the timing of the transition of Members to another provider, as well as the reductions in Subcontractor's compensation that correlate to the reduced quantity of Covered Services that Subcontractor provides as Members are transitioned to other providers during the transition period.
- b. Subcontractor shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

Subcontractor to exceed the compensation limits set forth in the Agreement.

7.15 Transition Obligations. In the event the Agreement or any portion thereof, is suspended or terminated for any reason, or expires, Subcontractor is required to assist Cenpatico in the transition of its Members to another subcontractor at Subcontractor's expense. In addition, Cenpatico reserves the right to extend the term of the Agreement on a month-to-month basis to assist in any transition of Members. Subcontractor is required to:

- a. Make provisions for continuing all management and administrative services and the provision of direct services to Members until the transition of all Members is completed and all other requirements of the Agreement are satisfied;
- b. Designate a person with appropriate training to act as the transition coordinator. The transition coordinator is required to interact closely with Cenpatico and Subcontractor's staff to ensure a safe and orderly transition;
- c. Upon Cenpatico's request, submit for approval a detailed plan for the transition of its Members, including the name of the transition coordinator;
- d. Provide all reports set forth in the Agreement and necessary for the transition process. This includes but is not limited to providing Cenpatico with the following reports, due on the fifth (5th) day of each succeeding month for the prior month:
 - 1) Staff List;
 - 2) Recovery Coach Assignment List; and
 - 3) Open Consumer List, tracking all persons transitioned due to a contract, program or service change, suspension, limitation or termination to ensure service continuity, including: Name, Title XIX/XXI status, date of birth, population type, current services that the Member is receiving, services that the Member should be receiving, new agency involved, evidence that Member has received written notification of the change, evidence of any terminations found or resulting from the transition, the date of first appointment and activities to re-engage Members. (Other elements to be tracked may be added based on the particular circumstances.);
- e. Make a good faith effort, in the manner and method directed by Cenpatico, to notify all affected Members of the termination of the Agreement by either Cenpatico or Subcontractor thirty (30) calendar days before the effective date of the termination ;
- f. Complete payment of all outstanding obligations for Covered Services rendered to Members. Subcontractor is required to cover continuation of services to enrollees for the duration of the period for which payment has been made;
- g. Cooperate with successor subcontractors during the transition period including, at minimum, sharing transferring Member information and records. Cenpatico will notify Subcontractor with specific instructions and required actions at the time of transfer;
- h. Return any funds advanced to Subcontractor for coverage of Members for periods after the date of termination to Cenpatico within thirty (30) days of termination of the Agreement; and
- i. Supply all information necessary for reimbursement of outstanding claims.

7.16 Effect of Termination. If the Agreement expires or terminates pursuant to the provisions of this Article, then the Agreement, along with all Attachments, shall terminate on the applicable expiration or termination

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

date, subject to certain obligations that survive the contract termination as expressly provided in the Agreement or as identified in the Survival section below.

7.17 Indemnification.

- a. **General Indemnification.** Subcontractor will defend, indemnify, protect and hold harmless Cenpatico, its Affiliates, and corresponding officers, directors, employees, and agents (hereinafter referred to as Indemnitee) from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities (including, without limitation, any vicarious and derivative liability), costs, expenses, obligations, causes of action, or suits (collectively "Claims") to the extent that such Claims are caused by, or arise out of, or are connected in any way with: (i) any act or omission, whether active or passive and whether actual or alleged, or willful misconduct of Subcontractor, its affiliates, officers, directors, agents, or employees; or (ii) the material breach of the Agreement by Subcontractor of any of its contractual obligations, covenants, undertakings, or promises under the Agreement. 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 Subcontractor from and against any and all Claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of the Agreement, Subcontractor agrees to waive all rights of subrogation against Cenpatico, its officers, directors, agents, and employees for losses arising from the work performed by Subcontractor for Cenpatico. This provision shall not apply if subcontractor is a State agency, board, commission, or university.
- b. **Taxes, Required Contributions, and Indemnification.** Subcontractor shall pay all federal, State, and local taxes applicable to its operation and any persons employed by Subcontractor. Subcontractor shall hold Cenpatico and 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.
- c. **Patent and Copyright Indemnification.** Subcontractor shall indemnify and hold harmless Cenpatico and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Agreement or use by Cenpatico or the State of materials Subcontractor furnishes or work Subcontractor performs under the Agreement. Cenpatico and/or the State shall reasonably notify Subcontractor of any claim for which it may be liable under this paragraph. If Subcontractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- d. **Effect of Termination on Indemnification Obligation.** In the event of expiration or termination or suspension of the Agreement by Cenpatico, the expiration or termination or suspension shall not affect the obligation of Subcontractor to indemnify Cenpatico or the State for any Claims against Cenpatico or the State arising from Subcontractor's performance of the Agreement and for which Subcontractor would otherwise be liable under the Agreement.

- 7.18 Survival.** The following provisions shall survive termination of the Agreement: Section 1.7 (Health Insurance Portability and Accountability Act of 1996); Section 2.23 (Member Complaint, Grievance, and Appeal Processes); Section 3.1 (Records); Section 3.2 (Audits); Article 5 (Financial and Claims Considerations); Section 7.15 (Transition Obligations); Section 7.19 (Claim Disputes); Section 7.20 (Dispute Resolution).

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

7.19 Claim Disputes. A Claim Dispute is Subcontractor's dispute of a payment, denial or recoupment of the payment of a claim, the imposition of a sanction, or the non-payment or partial payment of a performance incentive. All Claim Disputes shall be resolved according to requirements outlined in the ADHS Policy and Procedures Manual, GA 3.2 and ADHS/DBHS Provider Manual – Cenpatico Edition. Subcontractor may appeal a Cenpatico decision regarding a Claim Dispute in accordance with the ADHS/DBHS Provider Manual – Cenpatico Edition. Subcontractor shall carry out ADHS/DBHS, AHCCCS, and Cenpatico decisions issued with respect to a Claim Dispute. Subcontractor is responsible to provide any necessary professional, paraprofessional, and administrative resources to represent its interest in resolving a Claim Dispute. Cenpatico will not be responsible for any attorneys' fees and costs Subcontractor incurs in filing a Claim Dispute or related appeal.

7.20 Dispute Resolution. Other than Claim Disputes, which shall be resolved through the applicable administrative review process pursuant to the above section, in the event that any party asserts that there exists any dispute, claim or controversy that arises out of the Agreement or relating to the Parties' relationship under the Agreement, such party shall first send a written notice to the other party specifying the nature of the asserted dispute (Notice of Dispute) and requesting a meeting to attempt to resolve the dispute. The Notice of Dispute shall include the specific nature of the dispute and shall identify any relevant documents known at the time the Notice of Dispute is issued. The Parties shall promptly meet and shall engage in good-faith efforts to resolve the dispute. If no resolution is reached within thirty (30) days after delivery of the Notice of Dispute, any party to the dispute may thereafter commence arbitration. Except for Claim Disputes, which shall be resolved through the applicable administrative review process, arbitration proceedings shall be the sole, exclusive, and final remedy for all disputes, claims, or controversies between Cenpatico and Subcontractor.

The Parties agree that any arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except as those rules are modified herein (AAA Rules). Notwithstanding the foregoing and the AAA Rules to the contrary, the Parties will privately administer the arbitration without AAA case administration. The initiating party (the "claimant") shall give the other party (the "respondent") written notice of its intention to arbitrate (the "demand"). The demand shall contain a statement setting forth the nature of the dispute, the names and addresses of all other parties, the amount involved, if any, and the remedy sought. A respondent may serve on the claimant an answering statement within fifteen (15) days after receipt of the demand. If a counterclaim is asserted, it shall contain a statement setting forth the nature of the counterclaim, the amount involved, if any, and the remedy sought. If no answering statement is filed within the stated time, the respondent will be deemed to deny the claim.

The arbitration proceeding will be conducted in Maricopa County, Arizona, pursuant to the arbitration law of Arizona then in effect before a single arbitrator with expertise in government contracts and administrative law who is mutually acceptable to the Parties. If the Parties are not able to agree on a single arbitrator within thirty (30) days from the date of the deadline for serving an answering statement or, where applicable, a response to a counterclaim, each party shall select a neutral and the two selected neutrals shall select the arbitrator. The arbitrator shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of the Agreement and shall be bound by Arizona law. Any arbitration in which the total amount in controversy is less than \$100,000 shall be conducted in a single hearing day. Except where contrary to Arizona statute, the prevailing party in any arbitration shall be entitled to recover from the losing party any costs and fees related to the arbitration, including but not limited to arbitrator fees and attorneys' fees and costs. Similarly, except where contrary to Arizona statute, the prevailing party in any action to compel arbitration or enforce any arbitration award arising out of the Agreement shall be entitled to recover from the losing party any costs and fees related to the arbitration, including but not

CENPATICO
CENPATICO UNIFORM TERMS AND CONDITIONS
PREVENTION SERVICES AGREEMENT – EXHIBIT C
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 07/01/2010 REVISED: 12/01/2013

limited to arbitrator fees and attorneys' fees and costs. Because of the confidential nature of the Agreement, as set forth in Section 6.13 of the Managed Health Services Subcontractor Agreement, the Parties further agree that in any action to compel arbitration or enforce any arbitration award arising out of the Agreement, no party may file any part of the Agreement or its Attachments in the court record, except this Section.

The existence of a Notice of Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of the Agreement. Notwithstanding any dispute arising under the Agreement, each party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator unless otherwise terminated by agreement of the Parties, order of the arbitrator, or pursuant to the termination provisions of the Agreement.

**CENPATICO
PREVENTION SERVICES AGREEMENT
DELIVERABLES SCHEDULE / EXHIBIT E
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

REPORT FREQUENCY: WITHIN 24 HOURS, 48 HOURS, WEEKLY, AS REQUESTED, OR AS APPLICABLE

<i>Reference</i>	<i>Deliverable</i>	<i>Due Date & Where To Send</i>
PD-101	Provider Data Demographic Information Form Must use Cenpatico approved form.	Within (2) two business days of any change to demographic information for all practitioners, sites, or facilities. E-mail azdeliverables@cenpatico.com
RF-1005	Incidents, Accidents, and Death Report See PM Form 7.4.1	Within 48 hours of the incident Fax to 866.601.0111
RF-1010	Complaint Resolution Confirmation Response, if applicable.	Within two (2) business days of the request Fax to 866-601-0111
RF-1015	Unexpected material change that could impact the Provider Network including change of address	Within one (1) business day of becoming aware of the change. E-mail: azdeliverables@cenpatico.com
RF-1016	Expected material change that could impact the Provider Network including change of address	At least 75 days prior to the anticipated change that could impact the Provider Network. E-mail: azdeliverables@cenpatico.com
RF-1018	Ad Hoc Reports not listed	Within requested time frame, as specified on the request. E-mail/Fax as Directed
RF-1023	Notification of Direct Care Staff Change	Within 10 days of change of Direct Care Staff E-mail to azdeliverables.com
RF-FN-405	OMB A-133 Audit	As Requested

REPORT FREQUENCY: MONTHLY

<i>Reference</i>	<i>Deliverable</i>	<i>Due Date & Where To Send</i>
EC-304	Prevention Report using Cenpatico format	15th day after month end E-mail: azdeliverables@cenpatico.com

REPORT FREQUENCY: QUARTERLY

<i>Reference</i>	<i>Deliverable</i>	<i>Due Date & Where To Send</i>
ED-101	Year to Date list of employees and contractors that have been checked against the Exclusion Databases, as defined in Exhibit C / Section 3.14 - Excluded Providers.	10th day after quarter end E-mail azdeliverables@cenpatico.com
OI-225	Kognito tracking sheets	15th day after quarter end E-mail azdeliverables@cenpatico.com

REPORT FREQUENCY: ANNUALLY

<i>Reference</i>	<i>Deliverable</i>	<i>Due Date & Where To Send</i>
CD-502	General Liability Insurance, Professional Liability Insurance, Sexual Abuse/Molestation Liability Insurance, Auto Insurance and Workers Comp Insurance with specified limitations	Within 15 days prior to expiration of each policy E-mail: azdeliverables@cenpatico.com
EC-305	Annual Prevention Report for contract year	Submit Notice of Online Submission by August 31st. E-mail: azdeliverables@cenpatico.com

EC-306

Prevention Logic Model using ADHS/DBHS format and entered into ADHS / DBHS designated database.

E-mail: Notice of Online Submission and Logic Model document by April 5th.

E-mail: azdeliverables@cenpatco.com

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

THIS PREVENTION SERVICES AGREEMENT ("Agreement") is made by and between Gila County Health Department ("Subcontractor"), and operating in accordance with the laws of the state of Arizona ("State" or "the State"), and Cenpatico Behavioral Health of Arizona, LLC, Cenpatico of Arizona, Inc. ("Cenpatico"). Subcontractor and Cenpatico are to be collectively referred to herein as the "Parties."

WHEREAS, the Parties wish to confirm their joint commitment to the responsible provision of Covered Behavioral Health Services, as set forth in State Solicitation HP032097, in a manner that is both consistent with the amount of money actually provided by the State for such services and financially transparent to the public and to government regulators,

NOW, THEREFORE, in consideration of the premises and mutual promises herein stated, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACRONYMS

As used in this Agreement and each of its Attachments, the following terms (and the plural thereof, when appropriate) shall have the meaning set forth herein, except where the context makes it clear that such meaning is not intended.

- 1.1 **Action** means the denial or limited authorization of a requested service, including the type or level of service; 1) the reduction, suspension or termination of a previously authorized service; 2) the denial, in whole or in part, of payment of service; 3) the failure to provide services in a timely manner; 4) the failure to act within established timeframes for resolving an appeal or complaint and providing notice to affected parties; and 5) the denial of the Title XIX/XXI eligible person's request to obtain services outside the network.
- 1.2 **ADHS Information System** means the ADHS/DBHS Information Systems in place or any other data collection and information system as may from time to time be established by the ADHS/DBHS.
- 1.3 **ADHS/DBHS** means the Arizona Department of Health Services, Division of Behavioral Health Services.
- 1.4 **ADHS/DBHS – Cenpatico Contract** means the contract for Solicitation HP032097, including attachments, entered into between ADHS/DBHS and Cenpatico pursuant to which Cenpatico has agreed to provide managed behavioral health delivery systems to Behavioral Health Participants in designated Geographic Service Areas, as may be amended or supplemented from time to time, and the documents incorporated therein.
- 1.5 **ADHS/DBHS Clinical and Recovery Practice Protocols** means those Clinical Practice Guidelines published by ADHS/DBHS to assist behavioral health Subcontractors in Arizona's public behavioral health system, as may be amended or supplemented from time to time.
- 1.6 **ADHS/DBHS Covered Behavioral Health Services Guide** means the document, including appendices that list all Covered Behavioral Health Services, as may be amended or supplemented from time to time.
- 1.7 **ADHS/DBHS Cultural Competency Plan ("CCP")** means the document, including appendices that list objectives and action steps to integrate and promote culturally competent services within the State behavioral health system, as may be amended or supplemented from time to time.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 1.8 **ADHS/DBHS Financial Reporting Guide for Regional Behavioral Health Authorities** means the document, including appendices that set monthly, quarterly and annual financial reporting requirements for RBHAs, as may be amended or supplemented from time to time.
- 1.9 **ADHS/DBHS Policies and Procedures Manual** means the document, including appendices that list ADHS/DBHS policies and procedures, as may be amended or supplemented from time to time.
- 1.10 **ADHS/DBHS Prevention Framework for Behavioral Health** means the document, including appendices, listing behavioral health prevention initiatives, as may be amended or supplemented from time to time
- 1.11 **ADHS/DBHS Office of Program Support Operations and Procedures Manual** means the document, including appendices that list ADHS/DBHS program support procedures, as may be amended or supplemented from time to time.
- 1.12 **ADHS/DBHS Provider Manual** means the document, including appendices that contain requirements applicable to direct subcontractors of Arizona publicly funded behavioral health services, as may be amended or supplemented from time to time.
- 1.13 **ADHS/DBHS Provider Manual-Cenpatico Edition** means the ADHS/DBHS Provider Manual as modified by Cenpatico; as such modification is required pursuant to ADHS/DBHS Provider Manual, Introduction, Page 1. This term includes any amendments, appendices, modifications, supplements; bulletins or notices related to the ADHS/DBHS Provider Manual-Cenpatico Edition that may be made from time to time. Cenpatico shall use best efforts to give Subcontractor advance notice of any amendment or modification of the ADHS/DBHS Provider Manual-Cenpatico Edition that materially affects Subcontractor's performance of its obligations under this Agreement.
- 1.14 **ADHS/DBHS Quality Management Utilization Management Plan** means the document, including appendices, encompassing activities that are to be conducted by ADHS/DBHS and its contractors, and that are designed to improve the quality of services delivered through Arizona's public behavioral health system, as may be amended or supplemented from time to time, and the documents incorporated therein.
- 1.15 **Administrative Costs** means administrative expenses incurred to manage the behavioral health services, including, but not limited to: provider billing, accounting, information technology services, processing and investigating grievances and appeals, legal services (including any legal representation of the Subcontractor at administrative hearings concerning the Subcontractor's decisions, and actions), planning, program development, program development, reporting, personnel management, staff development and training, self-auditing and monitoring, utilization review and quality assurance. Administrative costs do not include expenses related to direct provision of behavioral health services including case management
- 1.16 **Adult** means a person eighteen (18) years of age or older, unless the term is given a different definition by statute, rule, or policies adopted by ADHS.
- 1.17 **Agreement Amendment** means a written document that is issued for the purpose of making changes to this Agreement.
- 1.18 **Appeal** is a request for review of an Action.
- 1.19 **Arizona Administrative Code ("A.A.C.")** means the Rules filed with the Arizona Secretary of State.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 1.20 **Arizona Children's Principles** means the ADHS/DBHS principles relating to the delivery of behavioral health services to children as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition
- 1.21 **Arizona Principles** means the ADHS/DBHS system principles as set forth in the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 1.22 **Attachment** means any attachment, amendment, exhibit and/or schedule to this Agreement, incorporated herein by reference.
- 1.23 **Behavioral Health Disorder** means any behavioral or mental diagnosis and/or substance use (abuse/dependence) diagnosis found in the most current version of the Diagnostic and Statistical Manual or International Classification of Disorders.
- 1.24 **Behavioral Health Paraprofessional** means an individual who meets the applicable requirements in R9-20-204 and has the following: an Associate's Degree, high school diploma, or a high school equivalency diploma
- 1.25 **Behavioral Health Participant** means any adult or child receiving services in or through ADHS/DBHS funded programs.
- 1.26 **Behavioral Health Professional ("BHP")** means a psychiatrist, behavioral health medical practitioner, psychologist, social worker, counselor, marriage and family therapist, substance abuse counselor or registered nurse with at least one (1) year of full time behavioral health work experience and who meets the requirements of A.A.C., Title 9, Chapter 20.
- 1.27 **Behavioral Health Provider** means any individual or facility that delivers behavioral health services in the network.
- 1.28 **Behavioral Health Services** means those services listed in the ADHS/DBHS Covered Behavioral Health Services Guide.
- 1.29 **Behavioral Health Technician** means a staff member of a licensed behavioral health service agency as specified in A.A.C. Title 9, Chapter 20.
- 1.30 **Best Practices** means evidence-based practices, promising practices, or emerging practices.
- 1.31 **Cenpatico Related Entities** means Cenpatico's officers, officials, agents, or employees, and Cenpatico's wholly-owned subsidiaries, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons
- 1.32 **Child** means an eligible person who is under the age of eighteen (18), unless the term is given a different definition by statute, rule or policies adopted by ADHS/DBHS.
- 1.33 **Contract Year** means a period from July 1 of a calendar year through and including June 30 of the following year.
- 1.34 **Covered Behavioral Health Services** means those Medically Necessary Behavioral Health Services as described and defined in the ADHS/DBHS Covered Behavioral Health Services Guide.
- 1.35 **Credentialing means** the process of obtaining, verifying and assessing information including applicable licensure, accreditation and certification requirements to determine whether a behavioral health professional, a behavioral health technician or a behavioral health provider has the required credentials to deliver Behavioral Health Services to members.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 1.36 **Cultural Competence** means a set of congruent behaviors, attitudes and policies that come together in a system, agency, or among professions which enables that system, agency or those professionals to work effectively in cross-cultural situations.
- 1.37 **Days** mean calendar days unless otherwise specified.
- 1.38 **Direct Care Staff** means, in the case where a Subcontractor is a behavioral health care entity, a person or entity who is employed by or otherwise engaged by the entity to provide Covered Behavioral Health Services to Behavioral Health Participants.
- 1.39 **Dual Eligible** means a person eligible for Medicare who is also eligible for Medicaid. When in a medical institution that is funded by Medicaid for a full calendar month, the dual eligible person is not required to pay Co-payments for their Medicare covered prescription medications for the remainder of the calendar year.
- 1.40 **Electronic Medical Record ("EMR")** means the electronic record of health-related information on an individual that is created, gathered, managed, and consulted by licensed clinicians from a single organization who are involved in the individual's health and care.
- 1.41 **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairments to bodily functions, or serious dysfunction of any bodily organ or part. What constitutes an emergency medical condition may not be limited on the basis of lists of diagnoses or symptoms.
- 1.42 **Emergency Behavioral Health Services** means inpatient and outpatient services, as defined in the ADHS/DBHS Covered Behavioral Health Services Guide, provided after the sudden onset of an emergency behavioral health condition. These services must be furnished by a qualified Subcontractor, and must be necessary to evaluate or stabilize the emergency behavioral health condition.
- 1.43 **Encounter** means a record of a covered service rendered by a provider to a person enrolled with a capitated RBHA on the date of service.
- 1.44 **Exhibit** means any item labeled as an Exhibit in this Agreement or placed in the Exhibits section of this Agreement.
- 1.45 **Federal CLAS Standards** means the US Office of Minority Health standards for Culturally and Linguistically Appropriate Services (CLAS), which may be amended or supplemented from time to time and is included as Exhibit F to this Agreement
- 1.46 **Fee-for-Service Member** means a Title XIX or Title XXI eligible individual who is not enrolled with an AHCCCS Acute Care Health Plan ALTCS Contractor or Tribal RBHS
- 1.47 **General Mental Health Adults** means a classification of adult persons age eighteen and older who have general behavioral health issues and have not been determined to have a serious mental illness.
- 1.48 **Generalist Intake Agency** means a contracted provider type requiring full execution of generalist and intake provider functions and requirements. In addition to traditional intake and care coordination

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

services, Generalist Intake Agencies are required to deliver flexible and responsive support and rehabilitation services, on a 24/7/365 basis, in the participant's home and community to ensure participants are able to live successfully in the community.

- 1.49 **GMH** means General Mental Health, and is used to designate an adult fund type.
- 1.50 **Health Insurance Portability and Accountability Act of 1996 ("HIPAA")** means Public Law 104-291 Title II Subtitle F and regulations published by the United States Department of Health and Human Services, the administrative simplification provisions and modifications thereof, and the Administrative Simplification Compliance Act of 2001.
- 1.51 **Health Plan Behavioral Health Coordinator** means a contact person and resource for behavioral health providers when problems arise concerning a person's medical care or any other health plan related issue
- 1.52 **Indian Health Service ("IHS")** means the bureau of the United States Department of Health and Human Services that is responsible for delivering public health and medical services to American Indians throughout the country. The federal government has direct and permanent legal obligation to provide health services to most American Indians according to treaties with Tribal Governments
- 1.53 **Inpatient Hospital** means an inpatient facility that provides continuous treatment that includes general psychiatric care, medical detoxification, and/or forensic services in a general hospital, a general hospital with a distinct part or a freestanding psychiatric facility. Includes 24 hour nursing supervision and physicians on site and on call
- 1.54 **Intergovernmental Agreement ("IGA")** means an agreement conforming to the requirements of A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-951 et.seq.).
- 1.55 **Issue Resolution** means a participant or stakeholder complaint brought to Cenpatico from ADHS/DBHS.
- 1.56 **KidsCare** means the Arizona version implementing the Title XXI of the Social Security Act, referred to in federal legislation as the "State Children's Health Insurance Program" ("SCHIP").
- 1.57 **Material Change** means an alteration or development within a provider network that may reasonably be foreseen to affect the quality or delivery of Behavioral Health Services provided under this contract.
- 1.58 **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.
- 1.59 **Non-Title XIX/XXI Funding** means fixed, non-capitated funds, including funds from CMHS and SAPT, State appropriations (other than state appropriations to support the Title XIX and title XXI program), counties and other funds, which are used for services to Non-Title XIX/XXI eligible persons and for services not covered by Title XIX or Title XXI provided to Title XIX and Title XXI Eligible Persons
- 1.60 **Non-Title XIX/XXI Person** means an individual who needs or may be at risk of needing covered services, but does not meet Federal and State requirements for Title XIX or Title XXI eligibility.
- 1.61 **Origination Date** means the later of (a) July 1, 2010 or (b) the Effective Date of the first agreement between and among the Parties for Subcontractor to provide Covered Behavioral Health Services pursuant to the ADHS/DBHS – Cenpatico Contract (Solicitation HPO32097).

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 1.62 **Outreach** means activities to identify and encourage individuals who may be in need of Behavioral Health Services to receive them.
- 1.63 **Participating Behavioral Health Care Subcontractor** means a behavioral health care entity and/or Behavioral Health Professional, including Subcontractor and other institutional Subcontractors and ancillary services Subcontractors, that meets the criteria established in this Agreement and that has contracted with, or on whose behalf a contract has been entered into with Cenpatico to provide Covered Behavioral Health Services to Behavioral Health Participants.
- 1.64 **Prevention Services Provider** means an organization and/or behavioral health professional who meets the criteria established in this contract and has a contract with Cenpatico.
- 1.65 **Promising Practices** means clinical or administrative practices for which there is considerable evidence or expert consensus and which show promise in improving client outcomes, but which are not yet proven by the highest or strongest scientific evidence
- 1.66 **Provider Network** means the agencies, facilities, professional groups or professionals under subcontract to Cenpatico to provide covered services to Behavioral Health Participants and includes the Subcontractor to the extent the Subcontractor directly provides covered services to Behavioral Health Participants.
- 1.67 **Referral for Behavioral Health Services** means any oral, written, faxed, or electronic request for Behavioral Health Services made by any person, or person's legal guardian, family member, an AHCCCS health plan, primary care provider, hospital, jail, court, probation and parole officer, tribal government, Indian Health Services, school, or other state or community agency.
- 1.68 **Regional Behavioral Health Authority ("RBHA")** means an organization under contract with ADHS to coordinate the delivery of Covered Behavioral Health Services to eligible and/or enrolled Behavioral Health Participants in a particular GSA of the State.
- 1.69 **Related Party** means a party that has, or may have, the ability to control or significantly influence a Subcontractor, or a party that is, or may be, controlled or significantly influence by a Subcontractor. Related Parties include, at a minimum, agents, managing employees or persons with an ownership or controlling interest in the disclosing entity, and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or persons.
- 1.70 **SAPT** means Substance Abuse Prevention and Treatment Performance Partnership Program pursuant to Division B, Title XXXIII, Section 3303 of The Children's Health Act of 2000 pursuant to Section 1921 – 1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules.
- 1.71 **Services** means covered behavioral health services.
- 1.72 **State** means the State of Arizona and ADHS/DBHS or agency of the State that executes the contract with Cenpatico.
- 1.73 **State Fiscal Year** means the period beginning with July 1 and ending June 30.
- 1.74 **Statistical Significance** means a mathematical measure of change within the sample population, when the sample population is large enough to be considered representative of the overall population. The change is said to be statistically significant if it is greater than what might be expected to happen by

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

chance alone. The mathematical threshold is a statistically significant change would occur less than 5% of the time by chance alone.

- 1.75 **Subcontractor** means the contracting party that has executed this Agreement with Cenpatico. Such Subcontractor may be a Behavioral Health Professional, or a behavioral health care entity. If such Subcontractor is a behavioral health care entity, the terms of this Agreement shall also apply to Subcontractor's Direct Care Staff, except for those sections pertaining to insurance.
- 1.76 **Substance Use Disorders** means a range of conditions that vary in severity over time, from problematic, short-term use/abuse of substances to severe and chronic disorders requiring long-term and sustained treatment and recovery management
- 1.77 **Support Services** means covered services provided to facilitate the delivery of or enhance the benefit received from other behavioral health services. Refer to the ADHS/DBHS Covered Behavioral Health Services Guide for additional information.
- 1.78 **Treatment** means the range of behavioral health care received by a behavioral health participant.
- 1.79 **Treatment Services** means covered services provided to identify, ~~prevent~~, eliminate, ameliorate, improve **or** stabilize specific symptoms, signs and behaviors related to, caused by, or associated with a Behavioral Health Disorder.
- 1.80 **Tribal Liaison** means the single point of contact regarding delivery of behavioral health services to American Indian members.
- 1.81 **Tribal RBHA** means an American Indian tribe that has an IGA with ADHS/DBHS to coordinate the delivery of behavioral health services to members of a federally recognized Tribal Nation
- 1.82 **Uniform Terms and Conditions** means those terms contained in Exhibit C to this Agreement.
- 1.83 **Acronym List:**

A.A.C	Arizona Administrative Code
A.R.S	Arizona Revised Statutes
ADA	Americans with Disabilities Act
AOC	Administrative Office of the Courts of the Arizona Supreme Court
BBA	Balanced Budget Act of 1997
BHP	Behavioral Health Professional
CAP	Corrective Action Plan
CCO	Chief Clinical Officer
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CLAS	National Culturally Linguistically and Appropriate Service Standards
CLEAR	Council on Licensure, Enforcement and Regulation
CLIA	Clinical Laboratory Improvement Amendments
CMO	Chief Medical Officer
COB	Coordination of Benefits
CPR	Cardio Pulmonary Resuscitation Certification
DBHS	Division of Behavioral Health Services

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

DDD	Division of Developmental Disabilities
DES	Arizona Department of Economic Security
DIG	Data Infrastructure Grants
DRA	Deficit Reduction Act of 2005
EPLS	Excluded Provider List System
FTP	File Transfer Protocol
GAAP	Generally Accepted Accounting Principles
GAAS	General Accepted Auditing Standards
HHS	Health and Human Services
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
HMIS	Homeless Management Information System
HRC	Human Rights Committees
ID	Identification
IDEA	Individuals with Disabilities Act
LEP	Limited English Proficiency
MPS	Minimum Performance Standard
NACHA	National Automated Clearing House Association
OHR	Office of Human Rights
OIG	Office of Inspector General
OMB	Office of Management and Budget
OPI	Office Program Integrity
PATH	Project for Assistance in Transition from Homelessness
PDSA	Plan Do Study Act
PIP	Performance Improvement Plan, Process or Projects
RBHA	Regional Behavioral Health Authority
RFP	Request for Proposals
RSA	Rehabilitation Services Administration
SA	Substance Abuse
SAMHSA	Substance Abuse and Mental Health Services Administration
SAPT	Substance Abuse Prevention and Treatment
TDD	Telecommunications Device for the Deaf
ZIP	Zone Improvement Plan

ARTICLE II

CENPATICO'S OBLIGATIONS

- 2.1 **Obligations.** Cenpatico shall be responsible for the administrative activities necessary or required for the commercially reasonable operation of a Regional Behavioral Health Authority, in accordance with the ADHS/DBHS - Cenpatico Contract and the documents incorporated by reference therein, the Arizona Principles, and applicable Federal, State and local laws and regulations. Such activities shall include, but are not limited to, providing training to participating subcontractors as specified in the ADHS/DBHS Provider Manual-Cenpatico Edition, and ensuring that participating subcontractors have

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

access to the ADHS/DBHS Covered Behavioral Health Services Guide and ADHS/DBHS Provider Manual-Cenpatico Edition and any updates either through the internet or in paper form.

ARTICLE III

SUBCONTRACTOR'S ADMINISTRATIVE OBLIGATIONS

- 3.1 **Legal Entity Requirement:** The Subcontractor shall be an incorporated or legal entity for the purpose of conducting business as a Subcontractor with Cenpatico.
- 3.2 **Licensure.** Subcontractor represents and warrants that Subcontractor is and shall remain at all times during the term of this Agreement properly credentialed, licensed, certified and accredited or trained in accord with all federal, State and local laws and regulations, the ADHS/DBHS Provider Manual-Cenpatico Edition and the ADHS/DBHS Practice Protocols. Subcontractor shall take all necessary and appropriate steps to verify and assure that Subcontractor is so credentialed, licensed, accredited or trained in good standing at all times during Subcontractor's participation in the provision of Covered Behavioral Health Services pursuant to this Agreement, and shall submit evidence of current good standing of such credentials, licenses, certifications, accreditations and training to Cenpatico at any time upon request. Subcontractor shall submit copies of all renewal license(s) to Cenpatico within sixty (60) days of expiration or provide documentation of renewal application. Renewal documentation must include any and/or all communication with OBHL regarding the renewal process, including corrective actions.
- 3.3 **Non-Discrimination Requirements.** Subcontractor shall comply with State Executive Order No. 99-4 that mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and State laws, rules and regulations, including the ADA and Title VI. Subcontractor shall take positive action to prevent discrimination against applicants for employment, employees, and persons to whom it provides service due to race, creed, color, religion, sex, national origin, or disability.
- 3.4 **Co-location.** In the event Subcontractor seeks to co-locate on the same premises with one or more behavioral health providers, Subcontractor shall enter into a formal written agreement with all entities seeking to co-locate. Subcontractor shall provide Cenpatico with a copy of the co-located provider agreement within ten (10) business days after execution of the agreement. The agreement shall address, at a minimum, the methodology to ensure compliance with the following provisions in the Arizona Administrative Code, Title 9, Chapter 20: R9-20-204, Staff Member and Employee Qualifications and Records; R9-20-205, Clinical Supervision; and R9-20-206, Orientation and Training.
- 3.5 **Compliance Requirements for A.R.S. § 41-4401: Immigration Laws and E-Verify Requirements.** The Subcontractor warrants compliance with all Federal, State, and local immigration laws and regulations, including those relating to the immigration status of employees. The Subcontractor further warrants its compliance with A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subcontractor may be subject to monetary penalties up to and including termination of this Agreement. Failure to comply with an ADHS and/or Cenpatico audit process to randomly verify the employment records of Subcontractors shall be deemed

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

a material breach of this Agreement and the Subcontractor may be subject to penalties up to and including termination of this Agreement. Cenpatico retains the legal right for ADHS and/or Cenpatico to inspect the papers of any employee who works on this Agreement to ensure that the Subcontractor is complying with the warranty identified herein.

- 3.6 Health Insurance Portability and Accountability Act of 1996. The Subcontractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Subcontractor warrants that it will cooperate with ADHS and Cenpatico in the course of performance of this Agreement so that Cenpatico and Subcontractor will be in compliance with HIPAA, including cooperation and coordination with ADHS Privacy Officer, Cenpatico Compliance Officer, and other compliance officials required by HIPAA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep ADHS, Cenpatico and Subcontractor in compliance with HIPAA, including, but not limited to, business associate agreements. If requested by ADHS or Cenpatico, Subcontractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Subcontractor agrees to attend or participate in HIPAA training offered by ADHS or Cenpatico, or to provide written verification that the Subcontractor has attended or participated in job related HIPAA training that is: (1) intended to make the Subcontractor proficient in HIPAA for purposes of performing their services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer or the Cenpatico Compliance Officer.
- 3.7 Credentialing and Re-credentialing Criteria. Subcontractor shall comply with the processes for credentialing, re-credentialing, and/or training contained in the ADHS/DBHS Provider Manual-Cenpatico Edition. Further, Subcontractor represents and warrants as follows: (i) that currently, and for the duration of this Agreement, Subcontractor shall remain in compliance with all applicable federal, State and local laws and regulations; (ii) that Subcontractor shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation; (iii) that for the duration of this Agreement, Subcontractor shall remain accredited by an appropriate accrediting body acceptable to Cenpatico; and (iv) that Subcontractor will perform its duties in accordance with all applicable federal, State and local licensing requirements, as well as applicable federal, State and local standards of professional ethics and practice. In the event that, at any time, these representations or warranties become untrue because of a material change in status of Subcontractor, Subcontractor shall notify Cenpatico within ten (10) days of the date Subcontractor receives notice of the same. Without limiting the generality of the foregoing, Subcontractor shall notify Cenpatico of the following: (a) any situation which develops involving Subcontractor when notice of that situation must be given to any regulatory body with authority over Subcontractor; or (b) when a change in Subcontractor's license to operate is affected, or may reasonably be affected, as a result of any investigation conducted, or complaint filed, by the official body with regulatory authority over Subcontractor. Subcontractor further warrants and represents that Subcontractor has written policies (i) that are implemented and enforced; (ii) that describe the duties of all persons or entities that Subcontractor employs or otherwise engages the services of for the provision of Covered Behavioral Health Services to Behavioral Health Participants; and (iii) that are in accordance with statutory and/or regulatory requirements for licensure, delegation, supervision and collaboration, as appropriate.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 3.8 **Adherence to Supervision Requirements.** Subcontractor shall follow good clinical supervision practices and make available adequate resources for supervision, as defined by ADHS/DBHS Provider Manual-Cenpatico Edition and State and federal laws.
- 3.9 **Staffing Requirements.** Subcontractor shall have organization, management and administrative systems capable of meeting all Agreement requirements with clearly defined lines of responsibility, authority, communication and coordination within and between departments of the organization. Subcontractor shall not employ any individual or entity that has been debarred, suspended or otherwise lawfully prohibited from participating in any procurement activity, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [43 CFR 438 810(a) and (b)]. Subcontractor shall employ sufficient staffing and utilize appropriate resources to comply with this Agreement. The Subcontractor's resource allocation must be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contract requirements, including the requirement for providing culturally competent services. If the Subcontractor does not achieve the desired outcomes or maintain compliance with this Agreement, Cenpatico may exercise its right to remedies under this Agreement. Subcontractor shall participate in face-to-face meetings with Cenpatico for purposes of assessing Subcontractor compliance. Subcontractor shall require all staff to have the training, education, experience, orientation, and credentialing, as applicable to perform assigned job duties.
- 3.10 **Required Disclosures.**
1. Subcontractor shall provide Cenpatico with written notice within one (1) business day from the date the Subcontractor first receives notice, whether written or oral, of any of the events indicated below. Upon request, Subcontractor will provide Cenpatico with additional documentation or information regarding any such event:
 - a. Subcontractor becomes aware of an action to suspend, condition, revoke, terminate, or subject to terms of probation or other restriction, Subcontractor's license, certification or accreditation relevant to the provision of Covered Behavioral Health Services, including, but not limited to, Subcontractor's federal and/or State drug license;
 - b. Subcontractor voluntarily surrenders or terminates any of Subcontractor's licenses, certifications, accreditations or privileges in anticipation of an action described in this Agreement;
 - c. Subcontractor is convicted of a fraud or felony or is suspended, debarred or excluded from participation in a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f));
 - d. An act of nature or any event beyond Subcontractor's control occurs that substantially interrupts all or a portion of Subcontractor's business or practice, or that has a materially adverse effect on Subcontractor's ability to perform its or his/her obligations hereunder;
 - e. Subcontractor fails to maintain the insurance coverage required under this Agreement and in accordance with the Uniform and Special Terms and Conditions;
 - f. Any malpractice claim, lawsuit, judgment or settlement in which Subcontractor is a named defendant;

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- g. There is a change in Subcontractor's business address, tax identification number or scope of services, or Subcontractor experiences a merger, reorganization, or change in ownership or control;
 - h. The Subcontractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred. If so, the Subcontractor shall report the incident immediately by completing the confidential AHCCCS Referral For Preliminary Investigation form to AHCCCSA, Office of the Director, Office of Program Integrity, and the ADHS Fraud and Abuse Unit. Incidents involving suspected Behavioral Health Participant eligibility fraud should be reported to AHCCCSA, Office of Program Integrity, Attn: Behavioral health participant Fraud Unit; or
 - i. Any situation that arises that could reasonably be expected to affect Subcontractor's ability to carry out its obligations under this Agreement.
2. Subcontractor shall not end a program or service, close a facility, or relocate a facility outside of the current zip code without first notifying Cenpatico of the anticipated change in writing. Subcontractor shall provide Cenpatico at least ninety (90) days notice prior to the anticipated effective date of the expected changes to allow Cenpatico time to review the requested change and renegotiate contract requirements when applicable. Subcontractor shall provide notice within one day of any unexpected change. Ending a program or service, closing a facility, or relocating a facility outside of the current zip code without the written consent and prior approval of Cenpatico constitutes a material breach of the contract.
- 3.11 **Quality Management and Improvement.** Subcontractor shall comply with ADHS/DBHS and Cenpatico's quality management and improvement programs and with applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition, the ADHS/DBHS Quality Management Utilization Management Plan, the ADHS/DBHS Policies and Procedures Manual, as well as with all applicable federal quality management requirements. Cenpatico will actively monitor Subcontractor's compliance with this provision, and Cenpatico shall impose corrective actions on Subcontractor if Subcontractor does not show demonstrable and sustained improvement toward meeting ADHS-established or ADHS-approved minimum performance standards. Cenpatico may impose corrective action, financial sanctions, notice to cure, or other remedies on Subcontractor if: (i) Subcontractor does not achieve and sustain the minimum performance standards for any indicator; (ii) Subcontractor's performance for any indicator declines to a level below the ADHS-established or approved minimum performance standard; or (iii) there is a statistically significant drop in Subcontractor's performance on any indicator without a justifiable explanation. Subcontractor shall, participate in, cooperate with, and where applicable, implement, ADHS quality improvement activities. The Subcontractor shall follow a FOCUS - PDSA (Plan Do Study Act) model of continuous quality improvement to identify and resolve systems issues.
- 3.12 **Trending of Incidents, Accidents, and Deaths Report.** Subcontractor shall report incidents, accidents, and deaths in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition.
- 3.13 **Facilities Inspection and Materials Testing.** The Subcontractor agrees to permit access to its facilities, subcontractor facilities and the Subcontractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Agreement. Cenpatico shall also have the right to test at its own cost the materials to be supplied under this Agreement. Neither inspection of the Subcontractor's facilities nor materials testing shall constitute final acceptance of the materials or

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

services. If Cenpatico determines non-compliance of the materials, the Subcontractor shall be responsible for the payment of all costs incurred by Cenpatico for testing and inspection.

3.14 Marketing Restrictions

1. The Subcontractor shall not use for marketing:
 - a. Incentive items except for use in connection with outreach activities, subject to Cenpatico prior approval;
 - b. Solicitation of any individual face-to-face, door-to-door, or over the telephone;
 - c. Provision of promotional materials, incentives, or any other activity to influence enrollment in conjunction with the sale or offering of any private insurance;
 - d. Television advertising;
 - e. Direct mail advertising;
 - f. Marketing of non-mandated services;
 - g. Utilization of the word "free" in reference to covered services;
 - h. Listing of providers in marketing and open enrollment materials who do not have signed agreements with Cenpatico.
 - i. Use of the Cenpatico or ADHS logo unless approved by Cenpatico;
 - j. Inaccurate, misleading, confusing or negative information about Cenpatico and ADHS, and any information that may defraud participants or the public; and
 - k. Discriminatory marketing practices as specified in A.A.C, Title 9, Chapter 22, Article 5, A.A.C., Title 9, Chapter 28, Article 5 and A.A.C, Title 9, Chapter 31, Article 5.
2. Subcontractor shall review and revise all outreach and marketing materials on an annual basis to reflect current practices.

3.15 Advertising, Publishing, and Promotion of Agreement. The Subcontractor shall not use, advertise, or promote information for commercial benefit concerning this Agreement without the prior written approval of Cenpatico.

3.16 Mergers, Reorganization or Changes in Ownership or Control. The Subcontractor shall obtain prior approval of Cenpatico and sign a written amendment to this Agreement for any merger, reorganization or change in ownership of Subcontractor. The Subcontractor shall submit a detailed merger, reorganization and/or transition plan to Cenpatico for review and include strategies to ensure uninterrupted services to behavioral health recipients, ensure that services to behavioral health recipients are not diminished, and that major components of the Subcontractor's organization and programs relevant to this Agreement are not adversely affected by the merger, reorganization, or change in ownership.

3.17 Notification of Service Level Changes.

1. Subcontractor shall notify and obtain written approval from Cenpatico before making any material changes in the size, scope or configuration of Subcontractor's services.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

2. Subcontractor shall notify Cenpatico in writing within one (1) day of knowledge of or anticipation of any unexpected material change, a deficiency, any material change to a Subcontractor's license, certification or registration, or any condition which terminates, suspends or limits a Subcontractor from effectively participating in the network, including the necessity for transition of members to a different provider. The notice shall include information on:
 - a. How the change, deficiency or condition affects service delivery;
 - b. The Subcontractor's plan to minimize disruption to service delivery and address changes in services or service providers;
 - c. The number of people affected by the change, deficiency or condition in each program category; and
 - d. The Subcontractor's plan to communicate the change, deficiency or condition to-community stakeholders.

- 3.18 Certification of Compliance - Anti-Kickback and Laboratory Testing. By signing this Agreement, the Subcontractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation.

Except for payment for the Subcontractor's performance under the terms of this Agreement, Subcontractor or any director, officer, agent, employee or volunteer of the Subcontractor shall not request or receive any payment or other thing of value either directly or indirectly, from or for the account of Cenpatico or the Subcontractor as consideration for or to induce either Cenpatico or the Subcontractor to enter into a contract, or for any referrals of enrolled persons to the Subcontractor for the provision of Covered Behavioral Health Services

- 3.19 Pandemic Declaration. 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 Agreement impossible or impracticable, Cenpatico shall have the following rights:
1. After the official declaration of a pandemic, Cenpatico may temporarily void this Agreement in whole or specific sections, if the Subcontractor cannot perform to the standards agreed upon in the initial terms;
 2. Cenpatico shall not incur any liability if a pandemic is declared and emergency measures are undertaken to manage costs or service delivery;
 3. Once the pandemic is officially declared over and/or the Subcontractor can demonstrate the ability to perform, Cenpatico, at its sole discretion, may reinstate the temporarily voided Agreement.

- 3.20 Declaration of Emergency. Upon a declaration by the Governor that an emergency situation exists in the delivery of behavioral health service delivery system that without intervention by government agencies, threatens the health, safety or welfare of the public, Cenpatico can undertake actions to negotiate an agreement with an alternative entity to provide services. Cenpatico shall immediately notify the affected Subcontractor of its intention.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 3.21 **Conflict of Interest.** Subcontractor shall not undertake any work that represents a potential or existing conflict of interest, or which is not in the best interest of Cenpatico, ADHS/DBHS or the State without prior written approval by Cenpatico. Subcontractor shall fully and completely disclose to Cenpatico a potential or existing conflict of interest.
- 3.22 **Compliance with Applicable Contracts, Manuals and Guides.** Subcontractor shall, cooperate and comply with all requirements of the following documents:
1. **Documents Incorporated by Reference**
 - a. The following documents, and any subsequent amendments, modifications, and supplements to these documents adopted by ADHS/DBHS (as applicable), are incorporated and made a part of this Agreement by reference:
 1. ADHS/DBHS Covered Behavioral Health Services Guide
 2. ADHS/DBHS Provider Manual-Cenpatico Edition
 3. ADHS/DBHS Policies and Procedures Manual
 4. ADHS/DBHS Office of Program Support Operations and Procedures Manual
 5. Office of Program Integrity, Operations and Procedures Manual
 6. ADHS Accounting and Auditing Procedures Manual
 7. ADHS/DBHS Financial Reporting Guide for Regional Behavioral Health Authorities
 8. ADHS/DBHS Quality Management/Utilization Management (QM/UM) Plan and Work Plan
 9. ADHS/DBHS Framework for Prevention in Behavioral Health
 10. ADHS/DBHS Cultural Competency Plan
 11. ADHS/DBHS Clinical Guidance Documents:
 12. Title XIX Children's System of Care Network Development Plan
 13. ADHS QM/MM/UM Performance Improvement Specifications Manual
 14. ADHS/DBHS Provider Network Listing
 15. Adult System of Care Network Development Plan
 16. Children's System of Care Vision and Principles
 2. **Revisions to Documents Incorporated by Reference**
 - a. Subcontractor shall comply with the terms, conditions, and requirements of these documents incorporated by reference, as amended/ revised from time to time, consistent with State and Federal law and the Contract Order of Precedence as outlined in the Exhibit C, Uniform Terms and Conditions, as if the terms and conditions of the documents had been fully set forth in this Agreement.
 - b. ADHS/DBHS, Cenpatico, and Subcontractor acknowledge that the behavioral health system is constantly changing and evolving to reflect new and innovative approaches to treatment, and the delivery and management of behavioral health services. The common goal of

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

ADHS/DBHS, Cenpatico, and Subcontractor is to develop and apply new and innovative strategies to better serve Behavioral Health Participants. As a result, ADHS/DBHS, from time to time, may revise and update the above stated documents to allow for the orderly implementation of changes to the behavioral health system.

- c. Cenpatico will notify Subcontractor when the changes will be made to the Documents Incorporated by Reference. The Subcontractor shall have fifteen (15) days to notify Cenpatico if it has any disagreement with the new provisions.

3. Other Documents

This section contains references to documents, also incorporated by reference where applicable, that guide the development of the behavioral health system requirements. From time to time these documents may be amended. If any such amendments result, there may be changes to this Agreement or documents incorporated by reference in accordance with the section above. Subcontractor shall cooperate and comply with all applicable requirements of the following documents, including the documents incorporated by reference therein:

a. Administrative Rules

- 1. Arizona Administrative Code R2-19 Administrative Hearing Rules
- 2. Arizona Administrative Code R9-20 Behavioral Health Service Agencies: Licensure

b. Balanced Budget Act of 1997

c. Arizona Procurement Code

d. Grants

- 1. Substance Abuse Prevention and Treatment Performance Partnership Program pursuant to Division B, Title XXXIII, Section 3303 of the Children's Health Act of 2000 and pursuant to Section 1921-1954 of the Public Health Service Act and 45 CFR Part 96 Interim Final Rules (SAPT)

4. Other

- a. State Plan

ARTICLE IV

SUBCONTRACTOR'S SERVICE PROVISION OBLIGATIONS

- 4.1 Provision of Covered Behavioral Health Services. Subcontractor agrees to provide, or arrange for the provision of, the Covered Behavioral Health Services described in this Agreement (including Exhibit A and all other exhibits) to Behavioral Health Participants. If Subcontractor is Direct Care Staff, it agrees to operate only within the scope of their professional practice and training. The population of Behavioral Health Participants to be served by Subcontractor, and Subcontractor's Behavioral Health Participant capacity, shall be as provided in Exhibit A, "Scope of Work". The amount, duration and scope of Covered Behavioral Health Services to be provided by Subcontractor pursuant to this Agreement shall also be as provided in Exhibit A, "Scope of Work". Subcontractor shall provide Covered Behavioral

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

Health Services in accordance with all generally accepted clinical, legal and ethical standards governing Subcontractor and within the standards of practice for quality care generally recognized within the behavioral health community in which Subcontractor is located. Subcontractor acknowledges and agrees that services provided to Behavioral Health Participants which do not constitute Covered Behavioral Health Services or which are provided in a manner inconsistent with this Agreement or the ADHS/DBHS Provider Manual-Cenpatico Edition, shall not be eligible for payment under this Agreement.

- 4.2 **Referrals.** Subcontractor shall comply with all applicable provisions of the ADHS/DBHS Provider Manual-Cenpatico Edition for the making and acceptance of referrals for Covered Behavioral Health Services. Subcontractor shall make referrals of Behavioral Health Participants for Covered Behavioral Health Services only to other Participating Health Care Subcontractors, except: (i) as the need for Emergency Behavioral Health Services may require; (ii) where Cenpatico specifically authorizes the referral; or (iii) as otherwise required by law or by the ADHS/DBHS Provider Manual-Cenpatico Edition. If Subcontractor delivers Covered Behavioral Health Services upon referral, Subcontractor shall make a report, in accordance with the requirements of the ADHS/DBHS Provider Manual-Cenpatico Edition, to the Behavioral Health Participant's PCP.
- 4.3 **Emergency Behavioral Health Services.** In a behavioral health emergency, Subcontractor shall verify eligibility for Covered Behavioral Health Services in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition and with federal, State and local laws relating to the provision of Emergency Behavioral Health Services, provided that nothing in this provision shall be deemed to require Subcontractor to violate federal or State law regarding the provision of Emergency Behavioral Health Services. Subcontractor shall notify Cenpatico within twenty-four (24) hours or by the next business day of rendering or learning of the rendering of Emergency Behavioral Health Services to a Behavioral
- 4.4 **Cultural and Linguistic Needs.** Subcontractor shall conduct an assessment of the service area's cultural and linguistic needs, and deliver services that address identified cultural and linguistic needs in accordance with ADHS/DBHS Cultural Competency Plan and Cenpatico's Cultural Competency Plan.
- 4.5 **Cooperation with Other Subcontractors, Contractors and State Employees.** Subcontractor shall cooperate fully with Cenpatico, other Subcontractors, and/or State employees in scheduling and coordinating its services with other related services for Behavioral Health Participants. Subcontractor shall afford other contractors reasonable opportunity to provide services and shall not commit or permit any act that interferes with the performance of services by other contractors or by State employees. Subcontractor shall ensure appropriate exchange of clinical information among all other subcontractors, contractors, and State employees to facilitate coordination of care, including service plans, comprehensive assessments and progress reports.
- 4.6 **Dissemination of Information.** The Subcontractor shall upon request, assist Cenpatico in the dissemination of information prepared by Cenpatico, ADHS, or the federal or state government, to its participants and pay for the cost to disseminate and communicate information. Subcontractor shall ensure that all advertisements, publications and printed materials, which are produced by the Subcontractor, state that the services are delivered under this Agreement with Cenpatico and are funded by ADHS.
- 4.7 **Outreach, Engagement, Re-Engagement, and Closure Requirements.**

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

1. Subcontractor shall demonstrate performance of outreach activities to inform the community. of the availability of behavioral health services.
2. Subcontractor shall cooperate with ADHS/DBHS and Cenpatico outreach and marketing initiatives.
3. Subcontractor shall comply with the following:
 - a. Any outreach or incentive item given to persons shall not exceed \$50.00. Any marketing item given away by the Subcontractor shall not exceed \$10.00. The total cost of all marketing and outreach/incentive items given to each member, at each event, may not excel \$50.00 per member;
 - b. All marketing materials shall identify the Subcontractor as a Cenpatico, and ADHS provider; and
 - c. All marketing materials produced by the Subcontractor that refer to the Agreement services shall specify the services are funded through an agreement with Cenpatico.

ARTICLE V

INSURANCE, BONDING, TAX, INDEMNIFICATION AND LOSS PROVISIONS

5.1 Indemnification Requirements.

1. **Subcontractor Indemnification (Non-public Entity).** Subcontractor shall indemnify, defend, save and hold harmless Cenpatico, and its corporate parents, subsidiaries, affiliates, officers, directors, employees, and agents, along with the State of Arizona, Maricopa County and ADHS/DBHS (hereinafter referred to as an "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claims processing, investigation, and litigation) 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 Subcontractor 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 Subcontractor 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 each Indemnitee shall, in all instances except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Subcontractor from and against any and all claims. It is agreed that Subcontractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Subcontractor agrees to waive all rights of subrogation against Cenpatico and any Cenpatico Related Entities, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from the work performed by or on behalf of the Subcontractor for Cenpatico and/or the State. This indemnity shall not apply if the Subcontractor is an agency, board, commission or university of the State of Arizona.
2. **Subcontractor Indemnification (Public Agency 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

**CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

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.

3. Indemnification – Patent and Copyright. The Subcontractor shall indemnify and hold harmless Cenpatico, the State of Arizona and Maricopa County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of this Agreement or use by Cenpatico, the State of Arizona or Maricopa County of materials furnished or work performed under this Agreement, Cenpatico, the State of Arizona or Maricopa County shall reasonably notify the Subcontractor of any claim for which it may be liable under this paragraph. If the Subcontractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

5.2 Insurance. Subcontractor shall obtain and maintain all insurance outlined below and shall submit a copy of all insurance certificates to Cenpatico. Subcontractor shall procure and maintain, until all of Subcontractor's obligations under this Agreement have been discharged, including any warranty periods under this Agreement 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 Subcontractor, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained herein. Neither Cenpatico nor the State of Arizona or Maricopa County in any way warrant that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that might arise out of the performance of the work under this Agreement by the Subcontractor, its agents, representatives, employees or subcontractors, and Subcontractor is free to purchase additional insurance.

1. Minimum Scope and Limits of Insurance. Subcontractor shall provide coverage with limits of liability not less than those stated below:

- a. Commercial General Liability-Occurrence Form: This policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Competed 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

The policy shall be endorsed to include coverage for sexual abuse and molestation; this coverage must apply to any Subcontractor with responsibility for participant interaction in person. The policy shall be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its Departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, and Maricopa County shall be named as additional insured

**CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

with respect to liability arising out of the activities performed by or on behalf of Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County for losses arising from work performed by or on behalf of Subcontractor.

- b. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement and covering all Subcontractor officers, agents, employees, and contractors traveling for any business reason associated with this Agreement.

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

- The policy shall be endorsed to include the following additional insured language:
"Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees and Maricopa County for losses arising from work performed by or on behalf of the Subcontractor.

- c. **Workers' Compensation and Employer's Liability:**

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County for losses arising from work performed by or on behalf of Subcontractor. This requirement shall not apply to: Separately, subcontractors exempt under A.R.S. § 23-901, AND when such subcontractors execute the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- d. **Professional Liability (Errors and Omissions Liability):**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Subcontractor warrants that any retroactive date under the policy shall precede the Origination Date of this Agreement; 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 Agreement is completed. The policy shall cover professional misconduct or lack of ordinary skill for all persons employed by Subcontractor. Professional Liability shall include Medical Malpractice for Behavioral Health Medical Practitioners.

This requirement can be met for independent contractors providing services to the Subcontractor through a policy maintained by Subcontractor or through a personal policy maintained by the independent contractor as long as the policy meets all requirements specified herein.

The policy shall be endorsed to include the following additional insured language: "Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Subcontractor, involving automobiles owned, leased, hired or borrowed by Subcontractor." The Policy shall contain a waiver of subrogation against Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its department, agencies, boards, commissions, universities and its officers, officials, agents and employees and Maricopa County for losses arising from work performed by or on behalf of the Subcontractor.

2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
 - a. Cenpatico and any Cenpatico Related Entities, Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and Maricopa County; wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by Subcontractor, even if those limits of liability are in excess of those required by this Agreement.
 - b. Subcontractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. Coverage provided by Subcontractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
3. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, permitted to lapse, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Cenpatico. Such notice shall be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 295, Tempe, AZ 85282, and shall be sent by certified mail, return receipt requested.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

4. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. (If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) for insurance coverage, SSCIP is exempt from this A.M. Best rating requirement.) Subcontractor acknowledges that neither Cenpatico nor the State of Arizona in any way warrant that the above-required minimum insurer rating is sufficient to protect Subcontractor from potential insurer insolvency.
 5. Verification of Coverage. Subcontractor shall furnish Cenpatico with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Cenpatico before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, shall constitute a material breach of this Agreement. All certificates required by this Agreement shall be sent directly to Cenpatico, Attn: Contracts Department, 1501 W. Fountainhead Parkway, Suite 295, Tempe, AZ 85282. Cenpatico reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
 6. Subcontractors. Subcontractor shall obtain from its subcontractors separate certificates and endorsements for each subcontractor. The Subcontractor shall maintain certificates of insurance from all subcontractors and providers and ensure adequate coverage is provided throughout the term of the subcontractors' agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 7. Approval. Any modification or variation from the minimum insurance requirements listed in this section shall be made by Cenpatico and the Department of Administration, Risk Management Section, whose decisions shall be final. Such action will not require a formal Amendment to this Agreement, but may be made by written notice to Subcontractor.
 8. Exceptions. In the event that Subcontractor or its subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall instead provide Cenpatico with a Certificate of Self-Insurance. If Subcontractor or its subcontractor(s) is/are a State agency, board, commission or university, none of the above shall apply.
- 5.3 Subcontractor's Responsibility for Insurance and Tax Coverage Obligations. Subcontractor shall be fully responsible for all tax obligations, workers' compensation insurance, and all other applicable insurance coverage obligations as stated in this Agreement, for itself and its employees. Neither ADHS/DBHS, nor Cenpatico shall have any responsibility or liability for any such taxes or insurance coverage.
- 5.4 Applicable Taxes
1. Payment of Taxes. The Subcontractor shall be responsible for paying all applicable taxes.
 2. State and Local Transaction Privilege Taxes. 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

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

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.

3. **Tax Indemnification.** Subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Subcontractor. Subcontractor shall, and shall 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.
4. **IRS W9 Form.** In order to receive payment, the Subcontractor shall have a current IRS W9 Form on file with the Cenpatico, unless not required by law.
- 5.5 **Risk of Loss.** The Subcontractor shall bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Subcontractor regardless of receipt.

ARTICLE VI

DATA, RECORDS, AUDITS, AND REPORTING REQUIREMENTS

- 6.1 **Records.** Subcontractor shall comply with all specifications for record keeping established by Cenpatico and ADHS. All books and records shall be maintained to the extent and in such detail as required by Cenpatico and ADHS. Records shall include, at a minimum, financial statements, records relating to covered behavioral health services, the quality of care, medical records, prescription files, reports, working papers used in preparing reports and other records specified by ADHS, or Cenpatico. Subcontractor shall preserve for a period of six (6) years from the date of final payment under this Agreement. If this Agreement is completely or partially terminated, Contractor shall preserve records relating to the work terminated for a period of six (6) years from the date of termination. Subcontractor shall retain records that relate to grievances, disputes, litigation, or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by ADHS, or Cenpatico, for a period of six (6) years after the date of final disposition or resolution thereof.
- 6.2 **Audits.** During the term of this Agreement, and for five (5) years thereafter, Cenpatico, ADHS, and/or the Federal Government may conduct audits to determine Subcontractor's compliance with Federal and State codes, rules, regulations and requirements. Subcontractor shall comply with all applicable policies and procedures relating to the audit of Subcontractor's records, medical audit protocols, any inspection of Subcontractor's facilities, and the surveys of behavioral health recipients and providers and reviews. Subcontractor shall submit data, reports and information for audits upon request from Cenpatico, ADHS, and/or the Federal Government. These audits include, but are not limited to, the following:

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

1. Auditor General Audits. Subcontractor shall comply with and participate as required in the Performance Audit and other audits conducted by the Arizona Auditor General.
2. Other Federal and State Audits. Subcontractor shall comply with and participate as required in other Federal and State audits, including the audit of an inpatient facility.

6.3 Inspections. At any time during the term of this Agreement, Subcontractor shall fully cooperate with inspections by Cenpatico, ADHS, the U.S. Department of Health and Human Services, the Comptroller General, the U.S. Office of Civil Rights, or any authorized representative of the Federal or State governments. Subcontractor shall allow Cenpatico and/or any authorized representative of the Federal and State government.

1. Access to Subcontractor's staff
2. Access to books and records related to the performance of this Agreement for inspection, audit, and reproduction. This shall include allowing ADHS to inspect the records of any employee who works on this Agreement to ensure that Subcontractor is in compliance with all Federal and State Immigration laws and regulations. Subcontractor agrees to obtain any necessary releases from Behavioral Health Participants with respect to their records and the information contained therein in order to permit Cenpatico and authorized State and federal agencies access to such records.
3. On-site inspection, or other means, for the purpose of evaluating the quality, appropriateness, timeliness, and safety of services performed under this Agreement. The inspection shall be conducted at reasonable times unless the situation warrants otherwise.

6.4 Reviews.

1. Cenpatico Administrative Reviews. In its full and unfettered discretion, Cenpatico shall conduct Administrative Reviews, at least annually, of the Subcontractor.

- a. Scope. The Administrative Review shall include review of:
 - i. operational and financial program compliance for all programs, including but not limited to State, Federal and contractual requirements
 - ii. clinical and business practices and policies
 - iii. financial reporting systems
 - iv. quality outcomes, timeliness, and access to healthcare services, and
 - v. any other operational and program areas identified by Cenpatico

The Administrative Reviews shall be conducted to identify areas where improvements can be made and make recommendations accordingly, monitor Subcontractor's progress toward implementing mandated programs and corrective action plans, and provide Subcontractor with technical assistance if necessary.

- b. Procedure.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- i. In preparation for the Administrative Review, Subcontractor shall fully cooperate with the Cenpatico Review Team by forwarding, in advance, policies, procedures, job descriptions, contracts, logs, and other information that Cenpatico may request.
 - ii. At the time of the commencement of the review, Subcontractor shall have all requested medical records available. Any documents not requested in advance by Cenpatico shall be made available upon request of the Review Team during the course of the review. Subcontractor personnel, as identified in advance, shall be available to the Review Team at all times during Cenpatico on-site review activities.
 - iii. While on-site, Subcontractor shall provide the Review Team with work space, access to telephone and internet services if available, electrical outlets and privacy for conferences.
 - iv. Following the review, Subcontractor shall be furnished a copy of the Administrative Review Report and given an opportunity to comment on any review findings prior to Cenpatico publishing the final report.
 - v. Recommendations made by the Review Team shall be implemented by Subcontractor to bring Subcontractor into compliance with Federal, State, ADHS/DBHS, and/or Agreement requirements.
 - vi. Cenpatico may conduct follow-up Administrative Reviews to determine Subcontractor's progress in implementing recommendations and achieving program compliance. Follow-up reviews may be conducted at any time after the initial Administrative Review.
- c. Quality Management Reviews. Subcontractor shall make available records and other documentation, and ensure Subcontractor's participation in, and cooperation with, any quality management reviews. This shall include participation in staff interviews
- d. SAMHSA Core Reviews (SAPT). Subcontractor shall comply with and participate as required in Cenpatico, ADHS/DBHS and Federal audits and Core Reviews of services and programs funded through the Substance Abuse Prevention and Treatment Performance Partnership Grants
- 6.5 MIS Standards and Performance Criteria. The Subcontractor shall use a Cenpatico approved Management Information System (MIS) to collect, analyze, integrate, and report data. The Subcontractor shall utilize electronic transactions in conformance with HIPAA requirements. Subcontractor shall, prior to implementation, notify Cenpatico of planned MIS changes, the estimated impact upon the interface process, and unit and parallel test files, if the Subcontractor plans to make any modifications that may effect any of the data interfaces. The Subcontractor shall not implement the proposed change until Cenpatico evaluates and approves the test data. Subcontractor shall notify Cenpatico in advance of the exact implementation date of all changes and cooperate with Cenpatico if Cenpatico elects to monitor MIS changes for operability and sustainability. Cenpatico shall provide Subcontractor with at least ninety (90) days notice before implementing a change to its MIS system unless Cenpatico determines that the system change must be implemented sooner, and in that instance, provide Subcontractor with as much notice as possible under the circumstances.
- 6.6 Shared Databases. Subcontractor shall cooperate with Cenpatico in the development of shared databases including those established in the ADHS/DBHS – Cenpatico Contract. Subcontractor shall comply with the Cenpatico administrative requirements established for use of such shared databases.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 6.7 **Data Integrity.** Subcontractor is required to ensure that all data submitted to Cenpatico is accurate and timely. Subcontractor is required to maintain processes and procedures to ensure accuracy and timely submission of all data.
- 6.8 **Transparency.** The Parties understand and agree that because public money makes this Agreement possible; all transactions associated with this Agreement must be financially transparent to the public and to government regulators. In addition to other reporting and record keeping requirements set forth in this Agreement, Subcontractor agrees to provide to Cenpatico, within ten (10) days of a written request, any and all additional documentation requested by, and in a form acceptable to, Cenpatico, to support any payment made or to be made by Cenpatico to Subcontractor pursuant to this Agreement.
- 6.9 **Periodic Reporting Requirements.** The Subcontractor shall submit the reports listed in Exhibit E to the Agreement to Cenpatico. The Subcontractor's submission of untimely, inaccurate, or incomplete reports shall constitute failure to report. By submitting reports to Cenpatico, the Subcontractor confirms that the information in the report is accurate and complete.
1. Subcontractor shall be subject to the following standards for determining the adequacy of required reports:
 - a. **Timeliness.** The Subcontractor shall submit reports or information on or before scheduled due dates. All required reports shall be submitted by e-mail to cbhazdeliverables@centene.com no later than 5:00 p.m. on the date due, unless otherwise noted. The Subcontractor may submit to this e-mail address a written request for an extension of a reporting deadline and include a reason for the request for extension and a proposed due date. Requests for extension shall be submitted in writing and shall be received by Cenpatico prior to the report due date. If directed by a Cenpatico department to submit a specific report to a location other than cbhazdeliverables@centene.com, the Subcontractor shall post notification of the submission to cbhazdeliverables@centene.com upon delivery to the alternate location;
 - b. **Accuracy.** The Subcontractor shall prepare and submit reports or other information in strict conformity with authoritative sources and report specifications; and
 - c. **Completeness.** The Subcontractor shall fully disclose all required information in a manner that is both responsive and relevant to the report's purpose with no material omissions.
 2. Subcontractor shall comply with all report changes specified by Cenpatico.
 3. Subcontractor shall continue to report beyond the term of the contract when necessary, including the processing of claims and encounter data because of lag time in the filing of source documents by Subcontractor.
- 6.10 **Culture Competency Trained & Cultural Competency.**
1. Behavioral Health Service providers are recruited, trained and evaluated based upon competence in linguistically and culturally appropriate skills for responding to the individual needs of each behavioral health participant and family members.
 2. Provider management reflects cultural diversity in values and action

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

3. Provider management strive to improve through periodic cultural self-assessment and modify individual services or the system as a whole as needed to achieve this goal.

6.11 Business Continuity Plan

1. Subcontractor is required to develop a Business Continuity Plan that is reviewed and updated on an annual basis and to deal with unexpected events that may negatively and significantly affect its ability to adequately serve members. This plan shall, at a minimum include planning and training for:
 - a. A process to notify staff quickly of a disaster when necessary, such as an employee Call Tree;
 - b. An alternate site(s) for business operations to resume, if the property is destroyed in a disaster.
 - c. A process in place to ensure participants' medical records are secure and back-up medical records are available, in the event medical records are destroyed in a disaster.
 - d. An updated phone list with emergency contact numbers.
 - e. Procedures to prevent the spread of communicable diseases during a pandemic alert.
 - f. Key succession and performance planning if there is a sudden significant decrease in Subcontractor's workforce.
 - g. Alternative methods to ensure there are products in the supply chain.
 - h. An up to date list of company contacts and organization chart, upon request.
 - i. Procedures to ensure provision of critical services during a pandemic or other disaster.
2. The Business Continuity Plan shall be reviewed annually by the Subcontractor. The Subcontractor is required to submit the annual plan to Cenpatico within 10 days of the implementation of this Agreement and August 15th each year thereafter;
3. The Subcontractor is required to ensure all key staff will be trained and familiar with the plan;
4. The Subcontractor is required to prepare adequate Business Continuity Plans and review the plans annually, updating them as needed. The Subcontractor plans shall, at a minimum, address the factors in 6.16.1 as they apply to the management services subcontractors.

ARTICLE VII

FINANCIAL CONSIDERATIONS

- 7.1 Cost Record Keeping System. Subcontractor shall maintain a cost record keeping system.
- 7.2 Payment Obligations. The Subcontractor shall pay and perform all of its obligations and liabilities when and as due, provided, however, that if and to the extent there exists a bona fide dispute with any party to whom the Subcontractor may be obligated, the Subcontractor may contest any obligation so disputed until final determination by a court of competent jurisdiction; provided, however, that the Subcontractor shall not permit any judgment against it or any levy, attachment, or process against its property, the entry of any order or judgment of receivership, trusteeship, or conservatorship or the

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

entry of any order to relief or similar order under laws, pertaining to bankruptcy, reorganization, or insolvency, in any of the foregoing cases to remain undischarged, or unstayed by good and sufficient bond, for more than fifteen (15) days.

- 7.3 **Availability of Funding.** Payments to be made by Cenpatico pursuant to this Agreement are conditioned upon the availability to Cenpatico of funds authorized for expenditure in the manner and for the purposes provided herein. No legal liability for any payment on the part of Cenpatico, its corporate parents, subsidiaries or affiliates, may arise under this Agreement until funds are made available by the State for performance of this Agreement. Cenpatico shall not be liable for any purchases, leases, agreements, or subcontracts entered into by the Subcontractor in anticipation of funding. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. Moreover, should the State for any reason reduce the appropriations intended to apply to the performance of this Agreement for the current State Fiscal Year, Cenpatico may, at its sole election, take any of the following actions: (1) negotiate with Subcontractor for a reduced price or contract amount; or (2) terminate this Agreement or any of its Attachments in whole or in part
- 7.4 **Compensation.** Cenpatico shall compensate Subcontractor for the Covered Behavioral Health Services provided to Behavioral Health Participants in accordance with the terms of this Agreement. The method and amount of compensation and/or other consideration shall be provided in Exhibit B, "Method of Payment," to this Agreement, which may be amended or supplemented from time to time pursuant to the terms of this Agreement.
- 7.5 **Recoupment Rights.** Except as may otherwise be specifically provided in this Agreement, Cenpatico shall have the right to immediately recoup any and all amounts owed by Subcontractor to Cenpatico against amounts owed by Cenpatico to Subcontractor. This right shall include, without limitation, Cenpatico's right to recoup the following amounts owed to Cenpatico by Subcontractor: (i) amounts owed by Subcontractor due to overpayments or payments made in error by Cenpatico; (ii) amounts owed by Subcontractor in connection with any other prior, existing or future agreement between Subcontractor and Cenpatico or any Cenpatico affiliate; (iii) amounts owed by Subcontractor in relation to under-delivery of services or failure to provide encounter value equal to payment. As a material condition to Cenpatico's obligations under this Agreement, Subcontractor agrees that all recoupment and any offset rights pursuant to this Agreement shall be deemed to be and to constitute rights of recoupment authorized in State or federal law or in equity to the maximum extent possible under law or in equity and that such rights shall not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Subcontractor. The Subcontractor shall comply with the protocols established in the AHCCS ACOM Manual 12-1 Recoupment Request Policy.
- 7.6 **Recoupment and Sanctions.** Any recoupments, sanctions, fines, etc. imposed by Cenpatico shall be either reimbursed to Cenpatico upon demand, or deducted from the Subcontractor's payment at the sole discretion of Cenpatico. This includes any recoupments, sanctions, fines, etc. imposed upon Cenpatico under its contract with ADHS/DBHS and passed through to the Subcontractor. Payment is due on demand as specified in the written notice. Subcontractor shall have the right to formally dispute a sanction imposed by Cenpatico as outlined in the ADHS/DBHS Provider Manual-Cenpatico Edition, Section 5.6.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 7.7 **Right of Offset.** Cenpatico shall be entitled to offset against any sums due the Subcontractor, any expenses or costs incurred by Cenpatico, or damages assessed by Cenpatico concerning the Subcontractor's non-conforming performance or failure to perform this Agreement, including expenses, costs and damages described in Exhibit C, Uniform Terms and Conditions.
- 7.8 **Profit Corridor.** Prevention Providers shall not retain profit from federal SAPT block grant funds.
- 7.9 **Evergreen Contract Financial Considerations.** In the event this Agreement is not amended before the close of the State Fiscal Year, the financial considerations as outlined in Exhibit B of the most recently executed contract will be extended indefinitely on a pro rata basis until the Managed Behavioral Health Care Agreement is amended or terminated in accordance with the terms of this Agreement. In the event the Evergreen contract financial considerations are in effect, the payment structure will be equivalent to 1/12th of the annual contract amount or the amount specified in the payment schedule identified in Exhibit B.
- 7.10 **Financial Reporting and Viability Measures.** Subcontractor shall meet the following financial viability standards, on a monthly basis. The Defensive Interval must be greater than or equal to fifteen (15) days. The Defensive Interval is calculated as follows: $\text{Defensive Interval} = (\text{Cash} + \text{Cash Equivalents}) / ((\text{Operating Expense} - \text{Non Cash Expense}) / (\text{Period Being Measured in Days}))$. The Current Ratio must be greater than or equal to 1.00. The Current Ratio is calculated as follows: $\text{Current Ratio} = \text{Current Assets} / \text{Current Liabilities}$.
- 7.11 **Block Payment Requirements.** Subcontractors paid on a block payment methodology as identified in Exhibit B shall meet the following requirements. The Subcontractor must successfully produce encounter value for services actually rendered that are equal or greater than to 100% of the prospective block payments. Cenpatico will reconcile payments to encounter data and may adjust, withhold, or recoup funding, based on performance against encounter value requirements. The Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year (July 1 to June 30) for the provision of covered services, as defined by ADHS/DBHS, as indicated. The Subcontractor agrees to manage the block payment allocations to ensure consistent provision of services throughout the term of this Agreement. Block payment service payments, as specified in Exhibit B, will be processed for payment on or about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30 per check mailed or delivered other than via standard US mail.

The Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of said payment arrangement. The Subcontractor may be subject to a withhold to be determined by Cenpatico, and at the discretion of Cenpatico when year-to-date prorated encounter value does not equal year-to-date contract value thresholds established by Cenpatico. All encounters will be applied to ADHS/DBHS prescribed Fund Types. Subcontractor shall be subject to recoupment for insufficient encounter value related to each individual Fund Type. Over delivery of encounter value in one Fund Type can not be used to offset under delivery in another Fund Type, except as allowed under statute. Any exceptions to this requirement shall be at the sole discretion of Cenpatico. Block Payment allocation includes the provision of all services covered under the Block Payment as defined in this Agreement and provided through any and all facilities operated by Subcontractor in Arizona, regardless of the location of the facilities. No additional dollars will be made available for services performed in facilities outside Cenpatico Geographic Service Areas.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 7.12 **Block Purchase Requirements.** Subcontractors paid on a block purchase methodology as identified in Exhibit B shall meet the following requirements. The Subcontractor must successfully produce encounters to support block purchase amount and reflect all services performed under the block purchase. Specific Block Purchased Crisis services as identified in Exhibit B do not require 100% encounter value submission. The Subcontractor's reimbursement shall not exceed the total cumulative maximum amount for the State Fiscal Year (July 1 to June 30) for the provision of Covered Services. The Subcontractor agrees to manage the block purchase allocations to ensure consistent availability and provision of services throughout the term of this Agreement. Block purchase service payment, as specified herein, will be processed for payment on about the 15th day of the month. All checks will be mailed via standard US mail. Cenpatico reserves the right to charge a special handling fee of \$30.00 per check mailed or delivered other than via standard US mail. Subcontractor acknowledges and agrees to accept the maximum payment specified and agrees to the terms of such payment arrangements.
- 7.13 **Third Party-Antitrust Violations.** The Subcontractor assigns to Cenpatico any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Subcontractor, toward fulfillment of this Agreement.

ARTICLE VIII

NON PERFORMANCE PROVISIONS

- 8.1 **Corrective Actions.** Subcontractor shall comply with corrective action when Cenpatico determines that Subcontractor has not fulfilled its obligations under this Agreement. The need for corrective action may be identified through various means, including but not limited to: grievance and appeals information; quality management; problem resolution; financial information; Administrative Reviews; failure to meet the MPS for any measure; a significant decrease in performance on any measure that cannot be justified; failure to demonstrate improvement toward meeting MPS; or information obtained in any other contract deliverable or investigation. Cenpatico shall give Subcontractor written notice through a Corrective Action Letter that an issue requiring corrective action has been identified and that a Corrective Action Plan is required. The Corrective Action Letter and the Corrective Action Plan shall be the means of communication between Cenpatico and the Subcontractor regarding resolution of the identified issue(s). The Corrective Action Letter will specify the corrective action(s) required to bring Subcontractor's performance into compliance with Agreement requirements on the identified issue(s), the documentation required to substantiate that the corrective actions have been completed, and the period of time during which the Subcontractor implement the required corrective action(s). If, at the end of the specified time period, Cenpatico determines that the Subcontractor has complied with the Corrective Action Letter requirements, Cenpatico will take no further action with respect to the imposition of sanctions. If, however, Cenpatico determines that the Subcontractor has not complied with the Corrective Action Letter requirements, Cenpatico may proceed with the imposition of sanctions.
- 8.2 **Performance Sanctions.** Cenpatico may impose financial sanctions for failure to comply with the terms of this Agreement, or requirements set forth in the documents incorporated by reference, or failure to comply with a Corrective Action Letter. Sanctions shall be assessed according to the severity of the violation. Cenpatico shall determine, at its sole discretion, the amount of the sanction.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

Subcontractor shall have the right to challenge sanctions pursuant the terms of this Agreement. Cenpatico shall provide a written notice of sanction to Subcontractor specifying the sanction, the grounds for the sanction, identification of any subcontracted providers involved in the violation, the amount of funds to be withheld from the Subcontractor's payments, and the steps necessary to avoid future sanctions. Subcontractor shall complete all steps necessary to correct the violation within the time frame established by Cenpatico in the notice of sanction to avoid additional penalties or corrective actions.

- 8.3 General Service Provision Sanctions. Unless explicitly stated otherwise in this Agreement or document incorporated by reference, at Cenpatico's discretion, all subcontractors are subject to the following sanctions:
1. Three thousand dollar (\$3,000.00) fine for failure to implement corrective action(s) by the specified due date, plus \$50.00 for each day beyond the date the corrective action was due and until such corrective action is implemented.
 2. One hundred dollar (\$100.00) fine per person per day for an unexcused absence from a training or failure to send an alternate once enrollment has been approved.
 3. Three thousand dollar (\$3000.00) fine for failure to respond to an Issue Resolution within the time frame specified by ABHS/DBHS.
 4. Additional monthly penalties for failure to correct the violation within the timeframes established in the notice of sanction, which at Cenpatico's discretion, may be equal to or greater than the following: the original penalty amount multiplied by one (1) plus the number of additional months (or portion of a month) during which the violation continues. (For example: If one month past the timeframe in the notice of sanction the Subcontractor has not corrected the violation(s), Cenpatico may imposed an additional penalty of the original penalty amount times two (one plus one month). If two months pass and the Subcontractor still has not corrected the violation(s), Cenpatico may impose yet another penalty of the original penalty amount times three (one plus two months).)
- 8.4 Sanctions Imposed by State or Federal Authorities. If any state or federal authority imposes a sanction against Cenpatico, for any act or omission that Subcontractor was prohibited or required (respectively) to perform pursuant to this Agreement, Cenpatico may, in addition to any other remedies available under this Agreement, impose a sanction against Subcontractor in an amount equal to the amount of any such sanction imposed on Cenpatico. Cenpatico will not levy these sanctions upon Subcontractor until such time as the sanctioning authority actually imposes sanctions upon Cenpatico. If any such sanction applies to more than one subcontractor and the sanctioning authority does not delineate individual subcontractor responsibility, Cenpatico may apportion sanctions to Subcontractor based on an equitable method that accounts for the Subcontractor's share of responsibility. Any dispute regarding Subcontractor's liability for a sanction imposed under this Agreement shall be resolved through the Provider Payment Dispute process outlined Section 9.20 of this Agreement.
- 8.5 Performance Credit for Failure to Comply with Exhibit E. Subcontractor has agreed to the time frame for deliverables (the "Deliverables") as set forth in Exhibit E. In the event Subcontractor fails to provide the Deliverables in accordance with Exhibit E, Subcontractor shall be liable for a performance

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

credit for such delay in the amount of \$1,500.00 per incident and \$50.00 per day for each day beyond the due date of the Deliverable and until Subcontractor provides the Deliverable to Cenpatico.

- 8.6 **Escalating Sanctions.** If Subcontractor violates the same provision in this Agreement, including any provision of an Attachment, on three (3) or more occasions within twelve (12) consecutive months, Cenpatico, at its sole discretion, may apply an automatic sanction of \$3,000.00 on the third (3rd) occurrence. For each violation after the third (3rd) occurrence, Cenpatico may double the sanction from the previous occurrence.
- 8.7 **Administration of Sanction Payments.** Any amounts due and owing to Cenpatico under this Article VIII may be offset by Cenpatico against any payments due Subcontractor under this Agreement from the next monthly payment until the full amount is paid. Subcontractor and Cenpatico each acknowledge that the payments described in this Article VIII constitute liquidated damages for the loss of a bargain, are not penalties, and are a reasonable approximation of Cenpatico's damages under the circumstances, as can best be determined as of the date hereof. Cenpatico shall have the right to impose such an offset even if Subcontractor contests the sanction; provided, however, that if the sanction is reduced or eliminated following a Provider Payment Dispute, Cenpatico shall pay any such sums within 30 days of the final resolution of the dispute process. Any sanction imposed by a State or federal authority and passed through to Subcontractor shall be reimbursed to Cenpatico upon demand, or, at Cenpatico's election, may be offset against any payments due to Subcontractor under this Agreement.
- 8.8 **Notice to Cure.** Cenpatico may issue a notice to cure for failure to remedy any non-performance or inadequate performance under this Agreement. The notice to cure shall stipulate the required response and timeframe required for the remedy. Failure to meet the requirements of the notice to cure may result in a notice of termination.
- 8.9 **Right to Assurance.** If Cenpatico in good faith has reason to believe that the Subcontractor does not intend to, or is unable to perform or continue performing under this Agreement, Cenpatico may demand in writing that the Subcontractor give a written assurance of intent to perform. Failure by the Subcontractor to provide written assurance within the number of Days specified in the demand may, at Cenpatico option, be the basis for terminating the Agreement, or other rights and remedies available by law or provided by the Agreement.
- 8.10 **Stop Work Order.** Cenpatico may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by Cenpatico after the order is delivered to the Subcontractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Subcontractor 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. If a stop work order issued under this clause is cancelled or the period of the order or any extension expires, the Subcontractor shall resume work. Cenpatico shall make an equitable adjustment to the compensation in Exhibit B, and the Agreement shall be amended in writing accordingly.
- 8.11 **Non-exclusive Remedies.** The rights and the remedies of Cenpatico under this Agreement are not exclusive.

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 8.12 Nonconforming Tender. Services supplied under this Agreement shall fully comply with the Agreement. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, Cenpatico may terminate the Agreement for default under applicable termination clauses in the Agreement, exercise any of its rights and remedies under the Agreement, or pursue any other right or remedy available to it.

ARTICLE IX

TERM, TERMINATION AND DISPUTE RESOLUTION

- 9.1 Term and Voluntary Termination. This Agreement shall commence on the Effective Date and continue in effect until the following September 30th ("Initial Term"). On October 1st of each year, this Agreement and any Attachments will automatically renew for one (1) year periods ("Renewal Term"(s)), unless: (1) either party gives notice to the other of its intent not to renew this Agreement, or an Attachment individually, no fewer than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term of this Agreement or such Attachment, as applicable; or (2) this Agreement or its Attachments are terminated pursuant to other provisions herein.
- 9.2 Elective Termination. Either party may elect to terminate this Agreement for any reason with ninety (90) days prior written notice, delivered by certified mail, to the other party.
- 9.3 Termination Upon Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties effective upon the date specified in the written agreement. If the parties cannot reach agreement regarding an effective date for termination, Cenpatico will determine the effective date.
- 9.4 Cancellation for Conflict of Interest. Cenpatico may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Cenpatico is or becomes at any time while this Agreement or an extension of this Agreement is in effect an employee or a consultant to Subcontractor with respect to the subject matter of this Agreement. The cancellation shall be effective when the Subcontractor receives written notice of the cancellation unless the notice specifies a later time.
- 9.5 Termination for Improper Gratuities. Cenpatico may, by written notice, terminate this Agreement, in whole or in part, if Cenpatico determines that employment or a Gratuity was offered or made by the Subcontractor or a representative of the Subcontractor to any officer or employee of Cenpatico for the purpose of influencing the outcome of the securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about contract performance. Cenpatico, 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 Subcontractor.
- 9.6 Termination for Suspension or Debarment. Cenpatico may, by written notice to the Subcontractor, immediately terminate this Agreement if Cenpatico determines that the Subcontractor 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

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

unit or other governmental body. Execution of this Agreement shall attest that the Subcontractor is not currently suspended or debarred. If the Subcontractor becomes suspended or debarred, the Subcontractor shall immediately notify Cenpatico.

- 9.7 Termination for Convenience. Cenpatico reserves the right to terminate this Agreement, in whole or in part at any time, at the sole discretion of Cenpatico when in the best interests of Cenpatico without penalty or recourse. Upon receipt of the written notice, the Subcontractor shall stop all work, as directed in the notice, and minimize all further costs to Cenpatico. In the event of termination under this paragraph, all documents, data and reports prepared by the Subcontractor under this Agreement shall become the property of and be delivered to Cenpatico upon demand. The Subcontractor 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.
- 9.8 Termination for Default. In addition to the rights reserved in this Agreement, Cenpatico may terminate this Agreement in whole or in part due to the Subcontractor's failure to comply with any term or condition of the Agreement; to acquire and maintain all required insurance policies, bonds, licenses and permits; or to make satisfactory progress in performing the Agreement. Cenpatico shall provide written notice of the termination and the reasons for it to the Subcontractor. Upon termination under this paragraph, keep, documents, data, and reports prepared by the Subcontractor under this Agreement shall become the property of and copies be delivered to Cenpatico on demand. Cenpatico may, upon termination of this Agreement, purchase, on terms and in the manner that is deems appropriate, materials or services to replace those under this Agreement. The Subcontractor shall be liable to Cenpatico for any excess costs incurred by Cenpatico in purchasing materials or services in substitution for those due from the Subcontractor.
- 9.9 Termination Due to Termination of ADHS/DBHS – Cenpatico Contract. Subcontractor acknowledges that this Agreement is subject to automatic termination upon the expiration or termination of the ADHS/DBHS – Cenpatico Contract.
- 9.10 Voidability of Agreement. The Agreement is voidable and subject to immediate termination by Cenpatico upon the Subcontractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the Agreement without the prior written approval of Cenpatico.
- 9.11 Termination Following Notice to Cure.
1. Notice to Cure. Cenpatico reserves the right to cancel the whole or any part of this Agreement due to Subcontractor's failure to carry out any material obligation, term, or condition of this Agreement, following receipt of a written notice to cure any such failure. By way of example (but not limited to this list), Cenpatico shall issue a written notice to cure to Subcontractor for acting or failing to act as in any of the following:
 - a. Subcontractor fails to adequately perform the services set forth in this Agreement;
 - b. Subcontractor fails to complete the work required or to furnish the materials required within the time stipulated by this Agreement;
 - c. Subcontractor fails to make progress in the performance of the contract and/or gives

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

Cenpatico reason to believe the Subcontractor will not or cannot perform to the requirements of the contract.

2. **Response to Notice to Cure.** Upon receipt of the written notice to cure, Subcontractor shall have ten (10) days to provide a satisfactory response to Cenpatico. Subcontractor's failure to adequately address all issues of concern may result in Cenpatico resorting to any single or combination of the following remedies:
 - a. Terminate the Agreement due to failure by the Subcontractor to carry out any material obligation, term or condition of the Agreement;
 - b. Reserve all rights or claims to damage for breach of any covenant of the Agreement; or
 - c. Perform any test or analysis on records, data, or materials for compliance with the specifications of the Agreement. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the Subcontractor.

9.12 **Immediate Termination by Cenpatico.** Notwithstanding anything herein to the contrary, Cenpatico may immediately terminate this Agreement, in whole or in part, upon written notice to Subcontractor as follows:

1. If Subcontractor will lose, relinquish, or have materially affected any licensure or certification necessary to provide Covered Behavioral Health Services in the State, with such termination to be effective upon the effective date of such loss, relinquishment or material effect;
2. If Subcontractor or any of its agents or managing employees is convicted of a criminal offense related to that person's involvement in any program under Titles XVIII, XIX, XX, or XXI of the Social Security Act or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded in any program under Titles XVIII, XIX, XX or XXI of the Social Security Act;
3. In the event of: (i) imminent harm to patient health; (ii) an action by a State medical board, a medical or other licensing board, or a government agency that may impair Subcontractor's ability to provide Covered Behavioral Health Services; or (iii) Subcontractor's conviction of fraud or malfeasance;
4. If Subcontractor assigns or delegates this Agreement without Cenpatico's prior written approval; or
5. If Subcontractor breaches its warranty that it complies with all Federal and State immigration laws and regulations.

9.13 **Rights and Obligations Upon Termination:** In addition to the requirements stated in this Agreement, Subcontractor shall comply with the following provisions:

1. Upon issuing or receiving a notice of non-renewal or notice of termination, and until the effective date of such notice, Subcontractor shall perform work consistent with the requirements of this Agreement and in accordance with a written transition plan approved by Cenpatico for the orderly transition of eligible and enrolled persons to another Provider. The written transition plan will specify the timing of the transition of Behavioral Health Participants to another provider, as well

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

as the reductions in Subcontractor's compensation that correlate to the reduced quantity of Behavioral Health Services that the Subcontractor provides as Behavioral Health Participants are transitioned to other Providers during the transition period.

2. Subcontractor shall be paid the Agreement price for all services and items completed as of the effective date of the notice of termination and shall be paid its reasonable and actual costs for work in progress as determined by GAAP; however, no such amount shall cause the sum of all amounts paid to Subcontractor to exceed the compensation limits set forth in the Agreement.
- 9.14 Transition Reporting and Tracking Requirements. The Subcontractor shall report and track all persons transitioned due to a contract, program or service change, suspension, limitation or termination to ensure service continuity. Required elements to be reported and tracked include: Name, Title XIX/XXI status, date of birth, population type, current services that the Behavioral Health Participant is receiving, services that the Behavioral Health Participant should be receiving, new agency involved, evidence that person has received written notification of the change, evidence of any terminations found or resulting from the transition, the date of first appointment and activities to re-engage persons. Other elements to be tracked may be added based on the particular circumstances.
- 9.15 Cenpatico's Rights Following Agreement Cancellation. If the Agreement is cancelled, Cenpatico reserves the right to purchase materials or to complete the required work. Cenpatico may recover any reasonable excess costs resulting from these actions from the Subcontractor by deduction from an unpaid balance and any other remedies as provided by law.
- 9.16 Cenpatico Right to Contract with an Alternate Subcontractor. In accordance with A.R.S. § 36-3412(D) and in addition to any other rights provided by law or under this Agreement, upon a determination by Cenpatico that Subcontractor has failed to perform any requirements of this Agreement that materially affect the health, safety or welfare of behavioral health participants, Cenpatico may, immediately upon written Notice to the Subcontractor, directly locate an alternative the Subcontractor for so long as necessary to ensure the uninterrupted care to behavioral health participants and to accomplish the orderly transition of behavioral health participants to a new or existing Subcontractor's, or until the Subcontractor corrects the Agreement performance failure to the satisfaction of Cenpatico.
- 9.17 Impact on Indemnification. In the event of expiration or termination or suspension of this Agreement by Cenpatico, the expiration or termination or suspension shall not affect the obligation of the Subcontractor to indemnify Cenpatico for any claim by any third party against Cenpatico or ADHS arising from the Subcontractor's performance of this Agreement and for which the Subcontractor would otherwise be liable under this Agreement.
- 9.18 Effect of Termination. If this Agreement expires or terminates pursuant to the provisions of Article IX, then this Agreement, along with all Attachments, shall terminate on the applicable expiration or termination date, subject certain obligations that survive the contract termination as expressly provided in this Agreement or as identified in the Survival section below.
- 9.19 Survival. The following provisions shall survive termination of this Agreement: Section 4.22 (Complaint, Grievance, and Appeal Processes); Section 5.1 (General Requirements and Indemnification); Section 6.1 (Records); Article VII (Financial Considerations); Section 9.17 (Transition

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

Obligations); Section 9.20 (Provider Payment Disputes); Section 9.21 (Dispute Resolution), and Section 10.16 (Confidentiality of Information).

9.20 Provider Payment Disputes. Provider payment disputes and sanction disputes (collectively, "Provider Payment Disputes") shall be resolved through the process and procedures identified in Section 5.6 of the ADHS/DBHS Provider Manual-Cenpatico Edition for resolving provider claim disputes. . Subcontractor may appeal a Cenpatico decision regarding a Provider Payment Dispute in accordance with the ADHS/DBHS Provider Manual-Cenpatico Edition. Subcontractor shall carry out ADHS/DBHS, or Cenpatico decisions issued with respect to a Provider Payment Dispute.

9.21 Dispute Resolution. All Provider Payment Disputes shall be resolved through the applicable processes identified in the section above. In the event that any Party asserts that there exists any claim or controversy other than a Provider Payment Dispute that arises out of this Agreement or relating to the Parties' relationship under this Agreement, such party shall first send a written notice to the other party specifying the nature of the asserted dispute (the "Notice of Dispute") and requesting a meeting to attempt to resolve the dispute. The Notice of Dispute shall set forth the nature of the dispute in detail and shall identify any relevant documents which the party giving the Notice of Dispute knows of at that time. The Parties shall promptly meet and shall engage in good-faith efforts to resolve the dispute without the need to commence arbitration. If no such resolution is reached within thirty (30) days after delivery of the Notice of Dispute, any party to the dispute may thereafter commence arbitration in accordance with the Rules and Procedures for Arbitration of the American Arbitration Association ("AAA") relating to commercial arbitration disputes. Except for Provider Payment Disputes, which shall be resolved through the applicable administrative review process, arbitration proceedings shall be the sole and exclusive remedy for all disputes arising out of and relating to this Agreement. Notwithstanding the foregoing, all claims raised in a Notice of Dispute shall be deemed waived if arbitration is not initiated within one year of the date of the Notice of Dispute.

The Parties agree that any arbitration proceeding will be conducted at a location within the State designated by Cenpatico. The arbitration shall be before a single arbitrator who is mutually acceptable to the parties or, absent an agreement on an arbitrator, who is appointed by the AAA. The arbitrator shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law. The prevailing party shall be entitled to recover from the losing party any costs related to the arbitration, including attorneys' fees and costs. The existence of a Notice of Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Notwithstanding any dispute arising under this Agreement, each party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator unless otherwise terminated pursuant to the termination provisions of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Uniform Terms and Conditions Incorporated. The Uniform Terms and Conditions, contained in Exhibit C to this Agreement, are hereby incorporated into the terms of this Agreement, provided that all obligations imposed therein upon "Contractor" shall be construed as applying to Subcontractor for

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

purposes of this Agreement. It is expressly agreed that the Uniform Terms and Conditions contained therein shall prevail over the terms of any other conflicting provision in this Agreement or any other document relating to or a part of this Agreement.

- 10.2 Relationship of Parties. The relationships among Subcontractor and Cenpatico are those of independent contractors. None of the provisions of this Agreement are intended to create, or to be construed as creating, any agency, partnership, joint venture, or employee-employer relationship. Notice to, or consent from, any third party, including Behavioral Health Participants, shall not be required to make any termination or modification of this Agreement effective.
- 10.3 Use of Name. The Parties acknowledge that each has a proprietary interest in its legal and business names. Neither party shall use the other's name without the prior written consent of the other party, provided that Cenpatico shall be permitted to use Subcontractor's name, business address, business telephone number, business facsimile number, licensure and a description of its services in Cenpatico Behavioral Health Participant information materials, including Subcontractor directories, as Cenpatico may reasonably deem as necessary to satisfy Cenpatico's obligations under the ADHS/DBHS Provider Manual-Cenpatico Edition and federal and State law.
- 10.4 Lobbying. Subcontractor shall not use funds paid to Subcontractor by Cenpatico, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of the State or a Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in connection with awarding of any Federal or State contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal or State contract, grant, loan, or cooperative agreement.
- The Subcontractor shall not use funds paid to the Subcontractor by Cenpatico, or interest earned, for the purpose of influencing or attempting to influence any officer or employee of any State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature in which it asserts authority to represent ADHS or advocate the official position of ADHS in any matter before a State or Federal agency; or any member of, or employee of a member of, the United States Congress or the Arizona State Legislature.
- 10.5 Assignment; Delegation of Duties; Subcontracting. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, successors, and assigns Except as otherwise provided in this section, Subcontractor shall not subcontract or otherwise delegate its duties under this Agreement without the prior written consent of Cenpatico and any other parties as may be required by the Exhibit C, Uniform Terms and Conditions. Cenpatico allows Subcontractors to subcontract for transportation, transcription, and interpretation services only. Subcontractor shall establish a method to ensure the quality and competency of vendors of transportation, transcription and interpretation services. Subcontractor may not subcontract for any other service without special permission from Cenpatico. Subcontractor agrees that any subcontract or delegation of duties shall incorporate all applicable terms of this Agreement and Attachments as obligations of the Subcontractor's subcontractor or designee.
- 10.6 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the section so designated.

**CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

- 10.7 Order of Precedence. In the event of any conflict between this Agreement and the ADHS/DBHS Provider Manual-Cenpatico Edition, this Agreement shall control, provided that in the event of any conflict between this Agreement and any Attachment hereto, the Attachment shall be controlling as to the subject matter described in that Attachment
- 10.8 Third Party Beneficiary. This is an agreement between Cenpatico and Subcontractor. Except as specifically provided in this Agreement, including, but not limited to, as provided herein with respect to the State, Cenpatico and Subcontractor do not intend to create in any third party any right to enforce this Agreement or to collect for losses or damages under this Agreement.
- 10.9 Changes within the General Scope of the Agreement. Cenpatico may, at any time, by written notice to Subcontractor, make changes within the general scope of this Agreement. If any change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, the Subcontractor shall assert its right to such adjustment within thirty (30) days from the date of receipt of the change notice. Any dispute or disagreement arising from the notice shall be treated as a contract claim and shall be settled in accordance with Section 9.21 of this Agreement. When Cenpatico issues an Amendment to modify this Agreement, and the Subcontractor does not assert a right to an adjustment in the Agreement compensation and/or other dispute or disagreement with Cenpatico's notice to Subcontractor, the provisions of the Amendment shall be deemed to have been accepted sixty (60) days after the date of mailing by Cenpatico, even if Subcontractor has not signed the Amendment. If the Subcontractor refuses to sign the Amendment, Cenpatico may exercise its remedies under this Agreement.
- 10.10 Entire Agreement. This Agreement, together with all Attachments and documents incorporated by reference, contains all the terms and conditions agreed upon by the Parties and supersedes all other agreements, oral or otherwise, of the Parties, regarding the subject matter of this Agreement.
- 10.11 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 10.12 No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 10.13 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid or by recognized courier service, addressed as follows:

Cenpatico	Gila County Health Department
Attn: Terry Stevens, CEO	Attn: Michael A. Pastor, Chairman, Board of Supervisors
1501 W. Fountainhead Parkway Suite 295 Tempe, Arizona 85282	1400 Ash Street Globe, Arizona 85501

CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

or to such other address as either party may designate in writing, or as required by Exhibit C, Uniform Terms and Conditions.

- 10.14 Contingency. This Agreement shall be contingent upon the approval of its terms by any necessary governmental agency. This Agreement shall be deemed to be a binding letter of intent if Cenpatico has not received necessary regulatory approval as of the date of the execution of this Agreement.
- 10.15 Force Majeure. Except for the payment of sums due, neither party shall be liable or deemed to be in default under this Agreement if and to the extent that such party's performance of this Agreement 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. Force Majeure shall not include the following occurrences:
1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance this force majeure term and condition; or
 3. Inability of the Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such 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 Agreement. 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.

- 10.16 Confidentiality of Information. The Parties acknowledge that each party may disclose confidential and proprietary information to the other in the course of performance of this Agreement. All information not otherwise publicly available which is jointly developed by the Parties pursuant to this Agreement or disclosed by one party to the other in the course of performance of this Agreement shall be deemed confidential and shall not be disclosed by the receiving party to any third party without the disclosing party's prior written consent.
- 10.17 Calculation of Time. The Parties agree that for purposes of calculating time under this Agreement, any time period of less than eleven (11) days shall be deemed to refer to business days unless and any time period of eleven (11) days or more shall be deemed to refer to calendar days.

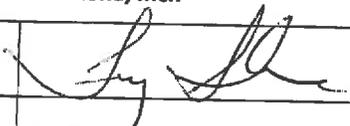
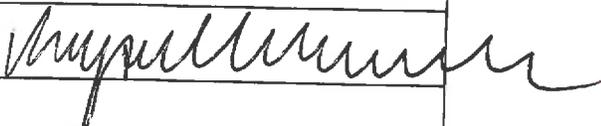
CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

- 10.18 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this Agreement 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 Cenpatico or 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 Cenpatico or 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 this Agreement. This provision applies to work performed by subcontractors at all tiers.
- 10.19 Governing Law. This Agreement will be deemed to have been executed and delivered in Arizona, and the laws of the State will govern the enforcement and interpretation of this Agreement excluding choice of law provisions that would apply the law of any other jurisdiction.
- 10.20 No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 10.21 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. ADHS/DBHS shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Subcontractor shall notify Cenpatico, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Subcontractor, 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 Subcontractor or its subcontractor(s) to any entity not Cenpatico or the State without Cenpatico's express written authorization.
- 10.22 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Subcontractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Subcontractor shall not use or release these materials without Cenpatico's prior written consent.
- 10.23 Authority. The Parties whose signatures are set forth below represent and warrant that they have the ability, authority, skill, expertise and capacity to perform the services specified in this Agreement and that they are duly empowered to execute this Agreement.
- 10.24 Certification of Truthfulness of Representation. By signing this Agreement, the Subcontractor certifies that all representations set forth herein are true to the best of its knowledge.

**CENPATICO
PREVENTION SERVICES AGREEMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the first day or the fifteenth day of the month, whichever date immediately follows the date both Parties have signed this Agreement.

Cenpatico Behavioral Health of Arizona, LLC:		Gila County Health Department	
By:		By:	
Name:	Terry Stevens	Name:	Michael A. Pastor, Chairman
Title:	CEO	Title:	Board of Supervisors
Date:	3/31/14	Date:	April 15, 2014
		Tax ID:	86-6000444
Cenpatico of Arizona, Inc.:		Gila County Health Department	
By:		Approved as to By: Co. Atty:	
Name:	Terry Stevens	Name:	Bryan Chambers
Title:	President & CEO	Title:	Deputy Attorney Principal
Date:	3/31/14	Date:	April 15, 2014

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

This **BUSINESS ASSOCIATE AGREEMENT** (*“Exhibit K”*) is entered into on this 1st day of **January, 2014**, by and between **Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.**, herein referred to as *“Cenpatico”* (*“the Covered Entities”*) and **Gila County Health Department** (*“Business Associate”*).

WHEREAS, pursuant to an agreement dated September 01, 2010 entered into by and between Covered Entities and Business Associate (*“Services Agreement”*), Business Associate provides certain functions, activities, and/or services (collectively, *“Services”*) to Covered Entities;

WHEREAS, in connection with such Services, Covered Entities will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entities, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) (*“PHI”*); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entities and Business Associate agree as follows:

Definitions. The Health Insurance Portability and Accountability Act of 1996 (*“HIPAA”*), the Health Information Technology for Economic and Clinical Health Act (*“HITECH”*), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the *“Privacy Rule”*) and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the *“Security Rule”*), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the *“HIPAA Authorities.”* All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

Interpretation of Provisions of this Agreement. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entities and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

Obligations of Business Associate.

Limits on Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entities’ obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entities in the performance of such obligations.

Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

Mitigation of Harm. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

Report of Improper Use or Disclosure. Business Associate agrees to notify Covered Entities, in writing or orally, without unreasonable delay, but in no case more than five (5) calendar days, of any successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than fourteen (14) calendar days following discovery of the Security Incident or Breach, Business Associate shall provide Covered Entities with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. To the extent that Covered Entities reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entities under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entities for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entities in connection with any report made pursuant to this Section.

Subcontractors.

(a) Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("**Subcontractor Agreement**") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entities of such material breach in writing and, at its option (unless otherwise directed by Covered Entities), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entities and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entities) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entities.

(c) Business Associate agrees to provide Covered Entities with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in connection with Business Associate's obligations under the Service Agreement with Covered Entities within thirty (30) days of such a request.

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

Access to Records. At the request of Covered Entities and within five (5) business days of such request and in a reasonable manner designated by Covered Entities, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entities or, as directed by Covered Entities, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

Amendments to PHI. At the request of Covered Entities, or, as directed by Covered Entities, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entities, any amendment(s) to PHI in a Designated Record Set to which the Covered Entities has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entities in complying with Covered Entities' obligations under 45 CFR §164.526.

Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entities or the Secretary for purposes of determining Covered Entities' compliance with the HIPAA Authorities, in a time and manner designated by Covered Entities or the Secretary, as applicable. Covered Entities reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entities or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entities, as necessary to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

Notification of Claims. Business Associate shall promptly notify Covered Entities upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("**Actions**") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any Covered Entities, regardless of whether Covered Entities and/or Business Associate are named as parties to such Actions.

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

Security Rule Requirements. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the Security Rule. Business Associate agrees to report to Covered Entities any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any successful Security Incident of which it becomes aware to Covered Entities immediately, but not later than five (5) calendar days after the Security Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).

Compliance with HIPAA Authorities. Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

Permitted Uses and Disclosures by Business Associate.

Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entities as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entities relating to the "Minimum Necessary Standard," if done by Covered Entities. Any such use or disclosure shall be limited to those reasons and those individuals as necessary to meet the Business Associate's obligations under the Services Agreement.

Appropriate Uses of PHI. Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Confidentiality Assurances and Notification. Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

Data Aggregation Services. As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entities as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

Indemnification. Each party (the "*Indemnitor*") shall indemnify and hold harmless the other party (the "*Indemnitee*") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a third party arising out of or related to the Indemnitor's acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI or, when the indemnitor is the Business Associate, the use and disclosure of PHI by a Subcontractor of Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action.

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

Obligations of Covered Entities.

Notice of Privacy Practices. Covered Entities shall notify Business Associate of any limitation(s) in Covered Entities' notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

Change or Revocation of Permission. Covered Entities shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

Restrictions on Use or Disclosure. Covered Entities shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entities of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

No Request to Use or Disclose in Impermissible Manner. Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entities shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entities.

Term and Termination

Term. This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.

Termination with Cause. Upon Covered Entities' knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entities shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entities; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entities deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

Effect of Termination.

Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entities' election), and shall retain no copies of, all PHI in the possession of Business Associate.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entities written notification of the conditions that make return or destruction infeasible. Upon Covered Entities' written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to,

**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Standards for Electronic Transactions. In connection with the Services to be provided to Covered Entities pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a “standard transaction” under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the “*Electronic Transactions Standards*”), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification; or (iv) change the meaning or intent of the standard’s implementation specification(s). Business Associate understands that Covered Entities reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

Confidentiality of Business Information.

Business Information. In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, “***Confidential Business Information***”) without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party’s option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 9 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

Response to Subpoena. Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entities within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014

Miscellaneous.

Assignment; Waiver. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

Property Rights. All PHI shall be and remain the exclusive property of Covered Entities. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

Right to Cure. Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entities has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entities' cure of Business Associate's breach(es) shall be borne solely by Business Associate.

Injunctive Relief. Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entities retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

Survival; Severability. The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

Entire Agreement; Amendment. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entities and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona to the extent that the HIPAA Authorities do not preempt the same.

**CENPATICO
 BUSINESS ASSOCIATE AGREEMENT
 PREVENTION SERVICES AGREEMENT – EXHIBIT K
 GILA COUNTY HEALTH DEPARTMENT
 ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

10.8 Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entities:	If Business Associate:
Name: Terry Stevens	Name: Michael A. Pastor
Title: President & CEO	Title: Chairman, Board of Supervisors
Company: Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc.	Company: Gila County Health Department
Address: 1501 W. Fountainhead Parkway, Suite 295 Tempe, Arizona 85282	Address: 1400 East Ash Street Globe, Arizona 85501
Phone: 866-495-6738	Phone: 928-402-8813
Email: tstevens@cenpatico.com	Email: phorn@gilacountyaz.gov

10.9 Independent Contractors. For purposes of this Agreement, Covered Entities and Business Associate, and Covered Entities and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

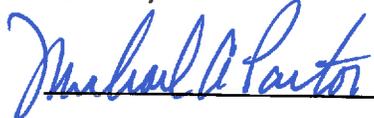
**CENPATICO
BUSINESS ASSOCIATE AGREEMENT
PREVENTION SERVICES AGREEMENT – EXHIBIT K
GILA COUNTY HEALTH DEPARTMENT
ORIGINATION DATE: 09/01/2010 REVISED: 01/01/2014**

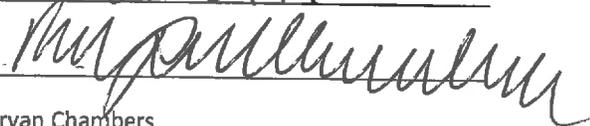
Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Cenpatico Behavioral Health of Arizona, LLC:
("Covered Entity")

By: 
Name: Terry Stevens
Title: CEO
Date: 3/31/14

Gila County Health Department:
("Business Associate")

By: 
Name: Michael A. Pastor
Title: Chairman, Board of Supervisors
Date: April 15, 2014

Tax ID: 86-6000444
Approved as to
By: 
Name: Bryan Chambers
Title: Deputy Attorney Principal
Date: April 15, 2014

Cenpatico of Arizona, Inc.:
("Covered Entity")

By: 
Name: Terry Stevens
Title: President & CEO
Date: 3/31/14

Regular BOS Meeting

<u>Meeting Date:</u>	10/06/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Josh Beck, EM, PHEP Manager, Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2015-2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	July, 1 2015 through June 30 2016	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

InformationRequest/Subject

Amendment No. 8 to an Intergovernmental Agreement (Contract No. ADHS12-007886) with the Arizona Department of Health Services.

Background Information

The purpose of the Gila County Public Health Emergency Preparedness program is to readily prepare the staff and community for any public health emergency. This includes staff training, development of disaster plans, organizing disaster exercises, and procuring emergency supplies and equipment. The program exists to enhance all hazard strategic planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities and education and training.

The Intergovernmental Agreement (Contract No. ADHS12-007886) was approved by the Board of Supervisors on December 6, 2011, in the amount of \$155,256 for the contract period September 1, 2011, through August 30, 2012.

Amendment No. 1 changed the contract period from ending August 30, 2012, to June 30, 2012, in the amount of \$155,256.

Amendment No. 2 amended the price sheet as a result of carryover of funds to reflect the amount of \$239,056.

Amendment No. 3 extended the contract period from July 1, 2012, to June 30, 2013, in the amount of \$166,738.

Amendment No. 4 extended the contract period from July 1, 2013, to June 30, 2014, in the amount of \$175,104.66

Amendment No. 5 extended the contract period from July 1, 2014, to June 30, 2015, in the amount of \$200,419.10

Amendment No. 6 amended the price sheet as a result of additional funding offered by the Arizona Department of Health Services to increase the award from \$200,419.10 to reflect the amount of \$215,419.10.

Amendment No.7 amended the price sheet as a result of additional funding offered by the Arizona Department of Health Services in the amount of \$28,193 for a total contract amount of \$243,612.10, and extends the contract period from April 1, 2015, to August 30, 2016.

Amendment No. 8 extends the contract period from July 1, 2015, to June 30, 2016, in the amount of \$200,419.00.

Evaluation

This funding will allow the Gila County Health and Emergency Services Division, Department of Public Health Emergency Preparedness to continue to provide staff and community preparedness training; develop disaster plans; organize disaster exercises; and procure emergency supplies and equipment as well as the continued review and improvement of all hazard strategic planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities and education and training.

Conclusion

Approval of this amendment for additional funds to extend the services provided under the Intergovernmental Agreement (Contract No. ADHS12-007886) will allow the Gila County Health and Emergency Services Division to continue to improve emergency preparedness services and support to Gila County residents and additionally better prepare the county to respond and mitigate new and emerging infectious diseases.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve Amendment No. 8 to the Intergovernmental Agreement (Contract No. ADHS12-007886) with the Arizona Department of Health Services for the amount of \$200,419.00 to support the continuance of the public health emergency preparedness grant services from July 1, 2015, through June 30, 2016.

Suggested Motion

Approval of Amendment No. 8 to Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division to provide a total contract amount of \$200,419.00 and extend the contract period from July 1, 2015, through June 30, 2016, in order to provide continued public health emergency preparedness services.

Attachments

Amendment #8

Amendment #7

Amendment #6

Amendment #5

Amendment #4

Amendment #3

Amendment #2

Amendment #1

PHEP Original Contract



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer
Ana Shoshtarikj

Contract No. ADHS12-007886

Amendment No. 8

Emergency Preparedness Program

Effective July 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Replace Amendment Six (6) Price Sheet, with Price Sheet of this Amendment Eight (8). The Total Price Sheet amount for FY16 is \$200,419.00
2. Replace Amendment Six (6) Attachment A with Attachment A, Budget Period Four (4), County Requirements and Deliverables Document of this Amendment Eight (8).

All other provisions of this agreement remain unchanged.

Form with signature lines for Gila County Health Department, Contractor Attorney, and Procurement Officer. Includes fields for name, address, city, state, zip, and signature dates. Contains a disclaimer regarding the use of the agreement and a reference to House Bill 2011.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarij

PRICE SHEET

Budget Period Four (4)

July 1, 2015 – June 30, 2016

Fixed Price

Description	Quantity	Unit Rate	Total Amount
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$200,419.00	\$200,419.00



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

ATTACHMENT A

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP)

COUNTY REQUIREMENTS & DELIVERABLES DOCUMENT

Budget Period Four (BP4)

Period of Performance:
(July 1, 2015 – June 30, 2016)

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

1. INTRODUCTION

- 1.1 Approaching Budget Period Four (BP4), July 1st, 2015 through June 30th, 2016, continuous efforts are made to expand the preparedness capabilities based on the Five (5) Year Plan and the Capability Planning Guide (CPG) data. Based on the above, and the guidance set forth by the Center for Disease Control (CDC), Arizona Department of Health Services (ADHS) has developed the Requirement and Deliverable Document for the Counties.
- 1.2 The first section of this document outlines the requirements set forth by CDC and ADHS that all County partners will need to address to ensure they are met during BP4. The County Deliverables section covers the expected goals, objectives and outcomes for each capability within BP4. Progress on these goals and objectives will be measured throughout the year, through frequent communication and mid-year reporting.
- 1.3 Deliverables Table and Appendix One (1) incorporated herein, provide additional information for the County partners.

2. PROGRAM REQUIREMENTS

As a recipient of PHEP funds from the Arizona Department of Health Services (ADHS), you are required to adhere to Federal and State grant requirements. Below you will find a list of the program requirements for the PHEP grant.

3. GRANT MEETINGS

- 3.1 Grantee shall attend the following ADHS Sponsored Grant Meetings (two (2) events annually):
 - 3.1.1 Attend semi-annual ADHS sponsored All-Partners Workshop;
 - 3.1.2 Attend Regional ADHS sponsored Business Meeting
- 3.2 ADHS will hold one (1) business meeting in each of the four (4) Healthcare Coalition Regions within the State.

4. HEALTHCARE COALITION MEETING

- 4.1 Grantee shall participate in quarterly Healthcare Coalition meetings in the appropriate region. Regions are divided as follows:
 - 4.1.1 **Northern Region**
 - 4.1.1.1 County Representatives: Apache County, Coconino County and Navajo County;
 - 4.1.1.2 Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe and Navajo Nation.
 - 4.1.2 **Western Region**
 - 4.1.2.1 County Representatives: La Paz County, Mohave County and Yavapai County;
 - 4.1.2.2 Tribal Representatives: Colorado River Indian Tribe and Fort Mojave Indian Tribe.
 - 4.1.3 **Central Region**
 - 4.1.3.1 County Representatives: Gila County, Maricopa County and Pinal County;
 - 4.1.3.2 Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

4.1.4 Southern Region

4.1.4.1 County Representatives: Cochise County, Graham County, Greenlee County, Pima County, Santa Cruz County and Yuma County;

4.1.4.2 Tribal Representatives: Cocopah Tribe, Pascua Yaqui Tribe, Tohono O’odham Nation and Fort Yuma Quechan Tribe.

5. FINANCIAL REQUIREMENTS

5.1 Match Requirement

The PHEP award requires a ten percent (10%) “in-kind” or “soft” match from all the grant participants. Each recipient shall include in their budget submission, the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

5.2 Inventory

Inventory list shall be provided to ADHS, as part of the midyear report. Inventory List shall include all capital equipment (items over five thousand dollars (\$5,000.00) each).

5.3 Budget Allocation

5.3.1 Budget tool developed by ADHS shall be completed and returned to ADHS for review and approval. ADHS will not release funding to the County prior to budget being approved.

5.3.2 All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend and work plan, what shall help in reaching the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities shall be approved by ADHS before PHEP funds can be utilized on those activities/items.

5.3.3 Counties shall follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

5.4 Grant Activity Oversight

Each County must maintain a full-time, part-time, or appointed PHEP Coordinator who shall have the responsibility for oversight of all grant related activities. The PHEP Coordinator shall be the main point of contact for ADHS in regards to the PHEP grant. The PHEP Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met. The individual shall also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

5.5 Employee Certifications

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award. The certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official, having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

5.6 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

6. EXERCISE REQUIREMENTS

6.1 Emergency Operation Coordination

- 6.1.1 Maintain documentation of all collaborative efforts with local and State emergency management
- 6.1.2 The County PHEP program must establish and maintain a collaborative working relationship with emergency management. This must include but not be limited to; Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.
- 6.1.3 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity

6.2 Multi-Year Training and Exercise Workshop (MYTEP)

- 6.2.1 Each County shall participate in the annual ADHS Training and Exercise Planning Workshop.
 - 6.2.1.1 Workshop date: TBD.

7. EXERCISE IMPLEMENTATION CRITERIA

7.1 Homeland Security Exercise and Evaluation Program

Sub-awardees shall conduct preparedness exercises in accordance with the HSEEP fundamentals including:

- 7.1.1 Exercise Design and Development;
- 7.1.2 Exercise Conduct;
- 7.1.3 Exercise Evaluation; and
- 7.1.4 Improvement Planning.

More information on the April 2013 HSEEP guidelines and exercise policy is available at <https://hseep.preptoolkit.org/>

7.2 At-Risk Individuals

Grantee shall include provisions for the needs of at-risk individuals within each exercise. HPP-PHEP sub-awardees shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). Information about the U.S. Department of Health and Human Services' definition of "at-risk" population may be obtained from the following website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

7.3 Sub-awardees conducting joint exercises shall include participation from healthcare coalitions (including at a minimum, hospitals, public health departments, emergency management agencies, and emergency medical services) and public health jurisdictions. Joint exercises shall meet multiple program requirements, including HPP, PHEP, and Strategic National Stockpile/Cities Readiness Initiative requirement to help minimize the burden on exercise planners and participants.

7.4 Exercises conducted with funding from other preparedness grant programs with similar exercise requirements may be used to fulfill the joint HPP-PHEP exercise requirements if HHS preparedness capabilities are tested and evaluated.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

7.5 Exemption

County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement, if the response was sufficient in scope and the AAR/IPs adequately detail which public health emergency preparedness (PHEP) capabilities were tested and evaluated. This shall be addressed on an as-requested basis.

8. EXERCISE EVALUATION CRITERIA

8.1 PHEP exercises shall address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk shall be produced mapping PHP capabilities with core capabilities.

8.2 At a minimum, each County shall demonstrate and validate Public Health’s ability to gain situational awareness of their hospital network through participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.

8.2.1 These capabilities are:

8.2.1.1 Capability 3: Emergency Operations Coordination; and

8.2.1.2 Capability 6: Information Sharing.

9. INFORMATION SYSTEMS REQUIREMENT

The County shall:

9.1 Have access to a secure alerting system, that at a minimum has the ability to send email, faxes, and phone/ text alerts;

9.2 Participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group; and

9.3 Utilize communication systems, which may include: HSP, EMResource, EMTrack, ESAR-VHP, AZHAN, IRMS, 800 radios or WebEOC.

9.3.1 ADHS will provide training on the systems and platforms as needed.

10. REPORTING DELIVERABLES

Progress on the deliverables, performance measures, and activities funded through the PHEP grant shall be reported on in a timely manner, to ensure ADHS has adequate time to compile the information and submit to CDC.

10.1 Mid-Year Report

10.1.1 ADHS shall send out the Mid-Year report templates in advance of the Due Date.

10.1.1.1 Due Date: TBD

10.1.2 ADHS shall provide the CDC Performance Measures templates (if applicable) in advance of the Due Date.

10.1.2.1 Due Date: TBD

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

10.1.3 Each County shall provide ADHS with updated Public Health Emergency Contact list, template to be provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

10.1.3.1 Due Date: At time of midyear reporting.

10.2 Annual Report

10.2.1 ADHS shall send out the Annual Report template in advance of the Due Date.

10.2.1.1 Due Date: TBD

10.3 After Action Report/Improvement Plan

10.3.1 Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.

10.3.2 AARs shall be submitted to ADHS within sixty (60) days after the exercise.

11. CAPABILITY DELIVERABLES

11.1 CAPABILITY 1: COMMUNITY PREPAREDNESS

11.1.1 **Definition:** Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following:

11.1.1.1 Support the development of public health, medical and mental/behavioral health systems which support recovery;

11.1.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to and recover from public health incidents;

11.1.1.3 Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals;

11.1.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community; and

11.1.1.5 Identify populations that may be at higher risk for adverse health outcomes.

11.1.2 COUNTY OUTPUT REQUIREMENTS:

11.1.2.1 Participate in review of HVAs, JRA and THIRAs and development of consolidated regional report. Consolidated report shall review process and procedures in place to mitigate the impact of an incident during a response and shall be integrated into preparedness processes and planning; and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

11.1.2.2 Identify Geographic Information (GIS) resources utilized to assist in the identification of at-risk populations to include access and functional needs in support of planning activities, as part of the end of year report.

11.2 CAPABILITY 2: COMMUNITY RECOVERY

11.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

11.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

11.2.3 COUNTY OUTPUT REQUIREMENTS:

11.2.3.1 Ensure written plans include processes for collaborating with community organizations, emergency management, and health care organizations to identify public health, medical, and mental/behavioral health system recovery needs for the counties identified hazards. Written plans should include the following elements (either as a standalone Public Health Continuity of Operations plan or as a component of another plan):

11.2.3.1.1 Definitions and identification of essential services needed to sustain agency mission and operations;

11.2.3.1.2 Plans to sustain essential services regardless of the nature of the incident; and

11.2.3.1.3 Scalable work force reduction.

11.3 CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION

11.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

11.3.2 COUNTY OUTPUT REQUIREMENTS:

11.3.2.1 Participate in a functional exercise conducted within the respective region. Recommend participation in at least one (1) functional exercise to test the ability to stand up and operate an HEOC during a public health incident;

11.3.2.2 Maintain documentation of all collaborative efforts with local and State emergency management;

11.3.2.3 County/Tribal PHEP program shall establish and maintain a collaborative working relationship with emergency management. The relationship shall include, but not be limited to: Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health; and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. ADHS12-007886	Amendment No. 8	Procurement Officer Ana Shoshtarikj

11.3.2.4 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity.

11.4 CAPABILITY 4: EMERGENCY PUBLIC INFORMATION AND WARNING

11.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

11.4.2 COUNTY OUTPUT REQUIREMENTS:

11.4.2.1 Provide ADHS a list of the top hazards identified within your jurisdictional risk assessment, as part of the midyear report.

11.4.2.2 Information provided will be utilized by ADHS to develop new message maps for inclusion in the CERC plan and for use by local health departments.

11.5 CAPABILITY 5: FATALITY MANAGEMENT

11.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident.

11.5.2 COUNTY OUTPUT REQUIREMENTS:

11.5.2.1 Ensure Fatality Management plan identifies roles and responsibilities for county health department and thresholds indicating when to activate public health fatality management operations.

11.5.2.2 Fatality Management plan shall be submitted to HSP as part of the end of year report.

11.6 CAPABILITY 6: INFORMATION SHARING

11.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.

11.6.2 COUNTY OUTPUT REQUIREMENTS:

11.6.2.1 Participate in communication testing scenarios developed and administered by ADHS. Each County shall ensure communication systems and platforms are capable of receiving and disseminating information from multiple platforms.

11.6.2.2 Each County shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.

11.7 CAPABILITY 7: MASS CARE

11.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

11.7.2 COUNTY OUTPUT REQUIREMENTS:

- 11.7.2.1 Review and update County’s sheltering plan. County should review and update their plan to support shelter operations in coordination with local Emergency Management. Sheltering plans shall incorporate the needs for At-Risk Individuals and Functional and Access Needs Individuals.
- 11.7.2.2 Review and update plans to address functional needs of at risk individuals to include: medical caregivers, social services, utilization of universal design principals in signage and accessibility, and language and sign language interpreters.

11.8 CAPABILITY 8: MEDICAL COUNTERMEASURE DISPENSING

11.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

11.8.2 COUNTY OUTPUT REQUIREMENTS (CRI Counties):

- 11.8.2.1 Cities Readiness Initiative (CRI) Drill Requirement Maricopa County and Pinal County shall conduct at least three (3) different SNS drills utilizing the templates provided by DSNS/ADHS. An executive summary and an improvement plan shall be submitted for each drill.
 - 11.8.2.1.1 Provide ADHS with the drill results by March 30, 2016;
 - 11.8.2.1.2 List of Drills that can be conducted: Staff notification, acknowledgement and assembly;
 - 11.8.2.1.3 Site activation: notification, acknowledgement and assembly;
 - 11.8.2.1.4 Facility Setup;
 - 11.8.2.1.5 Pick List Generation;
 - 11.8.2.1.6 Dispensing Throughput; and
 - 11.8.2.1.7 Public Health Decision Making Tool.
- 11.8.2.2 CRI jurisdictions not conducting an ORR in BP4 shall complete Jurisdictional Worksheet as part of the midyear report.

11.8.3 COUNTY OUTPUT REQUIREMENTS (Non-CRI Counties):

- 11.8.3.1 Complete the POD Standards Worksheet (provided by ADHS) as part of the midyear report;
- 11.8.3.2 Conduct at least two (2) different SNS drills utilizing the templates provided by DSNS/ADHS.
 - 11.8.3.2.1 Provide ADHS with the drill results as part of the end of year report.
 - 11.8.3.2.2 List of Drills that can be conducted to meet the two (2) different drill requirements include:
 - 11.8.3.2.2.1 Staff notification, acknowledgement and assembly;
 - 11.8.3.2.2.2 Site activation: notification, acknowledgement and assembly;



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

- 11.8.3.2.2.3 Facility Setup;
- 11.8.3.2.2.4 Pick List Generation;
- 11.8.3.2.2.5 Dispensing Throughput; and
- 11.8.3.2.2.6 Public Health Decision Making Tool.

11.9 CAPABILITY 9: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION

11.9.1 Definition: Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

11.9.2 COUNTY OUTPUT REQUIREMENTS (CRI and Non-CRI Counties):

- 11.9.2.1 Participate in at least two (2) Inventory Management System drills conducted by ADHS; and
- 11.9.2.2 Demonstrate the ability to accept, manage, and return medical materiel electronically in coordination with ADHS.

11.10 CAPABILITY 10: MEDICAL SURGE

11.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11.10.2 COUNTY OUTPUT REQUIREMENTS:

11.10.2.1 Each County shall participate in Crisis Standards of Care/Medical Surge on-line training. Training shall be facilitated by ADHS and shall focus on the integration of federal and state planning guidelines for medical surge and CSC.

11.11 CAPABILITY 11: NON-PHARMACEUTICAL INTERVENTIONS

11.11.1 **Definition:** Non-pharmaceutical interventions (NPI) are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

- 11.11.1.1 Isolation and quarantine;
- 11.11.1.2 Restrictions on movement and travel advisory/warnings;
- 11.11.1.3 Social distancing;
- 11.11.1.4 External decontamination;
- 11.11.1.5 Hygiene; and
- 11.11.1.6 Precautionary protective behaviors.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

11.11.2 COUNTY OUTPUT REQUIREMENTS:

11.11.2.1 Local health shall develop and/or review local NPI plans. Written plans should include documentation which identifies public health roles and responsibilities related to the jurisdiction’s identified risks, that was developed in conjunction with partner agencies (e.g., state environmental health, state occupational health and safety, and hazard-specific subject matter experts) and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles. Roles for consideration may include the following elements:

- 11.11.2.1.1 Conducting environmental health assessments;
- 11.11.2.1.2 Potable water inspections; and
- 11.11.2.1.3 Field surveillance interviews.

11.11.2.2 Local Health Department shall complete the biannual performance measure report form distributed by ADHS for use in identifying gaps in planning and implementation of interventions in the jurisdiction.

11.12 CAPABILITY 13: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGICAL INVESTIGATION

11.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

11.12.2 COUNTY OUTPUT REQUIREMENTS:

11.12.2.1 **Participate in State Testing of the Communicable Disease On-Call System.** Local Department of Health shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests. Jurisdictions shall complete the disease scenario evaluation form and return to ADHS.

11.12.2.2 **Enter Information into MEDSIS as Required and Provide ADHS Staff with Current Contact Information for MEDSIS Liaisons.** Jurisdictions shall maintain a primary and backup MEDSIS liaison; notify ADHS of any changes to the liaison roles or their contact information at the time of the change. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall participate in the MEDSIS quarterly meetings.

11.12.2.3 **Participate in Epidemiology Trainings and Exercises.** Local Health Department shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least ten (10) out of twelve (12)), “How to” Presentations (at least eighty percent (80%)) and the Arizona Infectious Disease Training and Exercise.

11.12.2.4 **Conduct Investigations of Reported Infectious Diseases and Public Health Incidents.** Local Health Departments shall investigate and report cases of infectious disease as required by Arizona rules and statutes and MEDSIS policies and procedures. Investigation actions should be documented and include the following as necessary: case identification, specimen collection, case investigation / characterization, and control measure implementation. Outbreak investigations should begin within twenty four (24) hours of receipt of report. For



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

outbreak cases with a focused questionnaire, interview shall be conducted within forty-eight (48) hours.

11.12.2.5 **Report All Identified Outbreaks Within twenty-four (24) Hours.** Local Health Departments shall report all identified outbreaks to ADHS within twenty-four (24) hours utilizing the MEDSIS Outbreak Module; include documentation on outbreak investigation activities as part of jurisdictional mid-year and end-of-year reports to ADHS. At a minimum, include the following information: Outbreak Name, Date Reported to Local Health, Morbidity, Type of Setting, and County of Outbreak Exposure.

11.12.2.6 **Submit Outbreak Summaries to ADHS.** Outbreak summaries shall be submitted to ADHS utilizing the MEDSIS Outbreak Module within thirty (30) days of outbreak closure for all outbreaks investigated. Summary forms shall contain all required minimal elements. *(See Appendix 1)

11.12.2.7 **Complete the Monthly Performance Measure Report Form.** Local Health Departments shall complete the monthly performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting, completeness of interviews and monitoring outbreaks in the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting for both PHEP and ELC grant deliverables.

11.12.3 **CAPABILITY 14: RESPONDER SAFETY AND HEALTH**

11.12.3.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

11.12.3.2 **COUNTY OUTPUT REQUIREMENTS:**

Review/update plans to include documentation of the safety and health risk scenarios likely to be faced by public health responders, based on pre-identified jurisdictional incident risks, which are developed in consultation with partner agencies. Plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction's identified risks developed in conjunction with partner agencies and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders will need to have to execute potential roles.

11.12.4 **CAPABILITY 15: VOLUNTEER MANAGEMENT**

11.12.4.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

11.12.4.2 **COUNTY OUTPUT REQUIREMENTS**

Review Volunteer Management plans to ensure processes are identified to manage spontaneous volunteers to include communication pathways, and a method to refer spontaneous volunteers to other organizations.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

DELIVERABLES TABLE

1	Participate in the All Partners Meeting
2	Attend ADHS Business Meeting
3	Participate in Region Healthcare Coalition Meetings
4	Submit Budget, Work Plan, and comply with PGO financial requirements
5	Participate in Multi-Year Training and Exercise Workshop (MYTEP)
6	Have or have access to an Alert System
7	Provide ADHS a list of systems utilized in your EOC and for information sharing
8	Participate in Communication Pathway testing scenarios on a regular basis
9	Submit PHEP Contact List, Mid-Year
10	Submit timely AAR/IPs to ADHS
11	Participate in Functional Exercise to test ability to stand up and operate EOC
12	Include a Top Hazards list in the Mid-Year Report to ADHS
13	Include a Fatality Management plan in the End of Year Report
14	Participate in ADHS administered communication testing
15	Review and update Mass Care/Sheltering Plans to incorporate additional measures to address At-Risk and Functional & Access Needs
16	Submit executive summaries and improvement plans for three separate SNS drills conducted (CRI counties)
17	Complete SNS Jurisdictional Worksheet if ORR is not conducted (CRI counties)
18	Complete POD Standards Worksheet (Non-CRI counties)
19	Conduct two SNS drills and submit results (Non-CRI counties)
20	Participate in inventory Management System drills
21	Participate in Crisis Standards of Care/Medical Surge training
22	Complete w/ADHS on NPI plan reviews and to complete bi-annual performance measure report
23	Participate in Epidemiology Trainings and Exercises
24	Conduct investigations, report outbreaks, conduct outreach to delayed reporters, submit summaries of outbreaks, complete monthly performance measure report, and enter information into MEDSIS
25	Review Responder Safety Plans and update to include jurisdictional risks
26	Validate that Volunteer Managements plans address spontaneous volunteers



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No. **ADHS12-007886**

Amendment No. **8**

Procurement Officer
Ana Shoshtarikj

APPENDIX ONE (1)

OUTBREAK SUMMARY FORM MINIMAL ELEMENTS

For the minimal elements to be considered complete on the ADHS Outbreak Summary Report Form the following elements need to be completed:

1. For CONTEXT:

- 1.1 County of Exposure
- 1.2 Case Information: # primary ill; # susceptible
- 1.3 Primary setting of exposure
- 1.4 Could etiology be determined

2. For INITIATION of INVESTIGATION:

- 2.1 Date LHD 1st notified
- 2.2 Date ADHS 1st notified
- 2.3 Date Investigation Started

3. For INVESTIGATION METHODS:

- 3.1 Case Definition: Confirmed case; Probable Case; Suspect case (at least one should be filled out)
- 3.2 Other Actions & Investigation methods: Interviewed cases; Interviewed controls; epi studies; traceback; case/pt samples; environmental samples, environmental health assessment; facility/establishment investigation (at least one should be filled out)
- 3.3 Were specimens collected
- 3.4 If yes, what is the confirmed etiology

4. For INVESTIGATION FINDINGS:

- 4.1 Were specimens collected
- 4.2 If yes, what is the confirmed etiology
- 4.3 Signs & Symptoms (at least one filled out)
- 4.4 Was a specific contaminated food, water or environmental vehicle/source identified?

5. For DISCUSSION and/or CONCLUSIONS:

- 5.1 Factors Contributing to an Outbreak: Foodborne; Waterborne; Nosocomial; Person to Person; Zoonotic or Vector (at least one filled out)

6. For RECOMMENDATIONS for CONTROLLING DISEASE:

- 6.1 Outbreak Control section (at least one filled out)

7. For KEY INVESTIGATORS:

- 7.1 Key Investigator section



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **7**

**Procurement Officer:
Lorraine Ball-Schwarzwald**

Emergency Preparedness Program

Effective **April 1, 2015**, it is mutually agreed that the Intergovernmental Agreement (IGA) referenced above is amended as follows:

1. Attachment C is added to address activities related to Ebola virus disease (EVD) and Infectious Disease Preparedness and Response.
2. The current Price Sheet is deleted and replaced with the Price Sheet of this Amendment. This Price Sheet reflects added funding to cover the addition of EVD and Infectious Disease Preparedness and Response.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY.

<p>Gila County Health Department Contractor Name</p> <p>5515 S Apache AVE, Suite 400 Address</p> <p>Globe AZ 85501 City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <p><i>Michael A. Pastor</i> Contractor Authorized Signature</p> <p>Michael A. Pastor Printed Name</p> <p>Chairman, Board of Supervisors Title</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p><i>Bryan B. Chambers</i> 7/7/15 Signature Date</p> <p>Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief Printed Name</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p>State of Arizona</p> <p>Signed this <u>17</u> day of <u>August</u> 20<u>15</u></p> <p><i>[Signature]</i> Procurement Officer</p>
<p>Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p><i>Jo-Ann Handy</i> 08-11-15 Signature Date</p> <p>Assistant Attorney General Printed Name: JO-ANN HANDY</p>	<p>Reserved for use by the Secretary of State</p> <p>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT ATTACHMENT C		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 7	Procurement Officer: Lorraine Ball-Schwarzwald

**Ebola and Infectious Disease Preparedness and Response
Sub-Awardee Requirements and Deliverables**

Effective: April 1, 2015

1. INTRODUCTION

- 1.1. The threat of the EVD is a top national public health priority. This supplemental PHEP grant will support and improve Arizona's preparedness capabilities to ensure operational readiness, effective health response efforts and continued collaboration within Arizona's healthcare system.
- 1.2. PHEP developed this Sub-Awardees Requirements and Deliverables document based on information and guidance set forth by the Center for Disease Control (CDC).
- 1.3. This Attachment outlines the requirements of the supplemental grant and provides guidance for successful achievement of the expected goals, objectives and outcomes.
- 1.4. Measuring the successful accomplishment of the deliverables and requirement will require frequent communication and established reporting practices.

2. PROGRAM REQUIREMENTS for Ebola and Infectious Disease Supplemental Grant: The Contractor shall adhere to all federal and State grant requirements:

2.1. FINANCIAL REQUIREMENTS

2.1.1. Budget Allocation

- 2.1.1.1. The Contractor shall complete the Budget Tool and Work Plan provided by ADHS and return to ADHS for review and approval no later than **March 27, 2015**. ADHS will not release funding until the Work Plan and Budget Tool has been submitted and approved.
- 2.1.1.2. All activities and procurements funded through this grant must align with the budget tool and work plan designed to ensure the successful accomplishment of the goals and objectives outlined in this Attachment.
 - 2.1.1.2.1. Any items and/or activities that are not specifically identified within the budget tool require prior approval by ADHS before the funds are spent on those activities or items.
- 2.1.1.3. Applicable Office of Management and Budget (OMB) Circulars and Cost Principles must be followed when developing the budget and throughout the period of performance.

2.1.2. Grant Activity Oversight

2.1.2.1. A Coordinator shall identified and:

- 2.1.2.1.1. Will be the main point of contact for ADHS;
- 2.1.2.1.2. Will work closely with ADHS to ensure all deliverables and requirements are met; and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT ATTACHMENT C		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 7	Procurement Officer: Lorraine Ball-Schwarzwald

2.1.2.1.3. Will direct all activities related to on-site monitoring visits, requested by ADHS.

2.1.3. Performance

2.1.3.1. Failure to meet the sub-awardee program requirements, deliverables and performance measures described in this Attachment may result in the reimbursement of funds back to ADHS by the sub-awardee.

2.1.3.2. At the end of the performance period, August 30, 2016, any unexpended funds that were awarded to sub-awardees for approved activities, are subject to be returned to ADHS.

2.2. EMERGENCY OPERATION PARTICIPATION

2.2.1. The Contractor shall participate in all emergency management ADHS sponsored joint exercises, trainings, table-top exercises or other activities.

2.2.2. The Contractor shall maintain documentation of all collaborative efforts with local, tribal and state emergency management partners and provide documentation to ADHS upon request.

2.3. REPORTING

2.3.1. The Contractor shall report progress on deliverables, performance measures and activities funded through this grant in a timely manner, to ensure ADHS has adequate time to compile the information and submit to the CDC to meet required reporting timeframes.

2.3.2. Progress Report

2.3.2.1. ADHS will distribute a Progress Report template in advance of the semi-annual due date.

2.3.2.2. ADHS will provide the CDC Performance Measures templates (if applicable) in advance of the semi-annual due date.

2.3.3. Final Performance Period Report

2.3.3.1. ADHS will distribute a Final Performance Period Report template in advance of the semi-annual due date.

2.3.4. The Contractor shall submit an AAR/IP within forty-five (45) days of exercise(s).

3. **DELIVERABLES:**

The activities listed below are summarized from the ADHS work plan submitted to the CDC for the supplemental PHEP grant and relate to the deliverables required for the county and tribal sub-awardees.

3.1. ACTIVITY 1: Community Preparedness Sub-Awardee output requirements:

3.1.1. The Sub-awardee shall collaborate with state and local partners to evaluate and clarify elements from the state Ebola response plan.

3.1.2. Develop an Ebola specific AAR/IP that addresses the Sub-awardee's respective jurisdiction.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT
ATTACHMENT C**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 7

**Procurement Officer:
Lorraine Ball-Schwarzwald**

- 3.2. ACTIVITY 2: Public Health Surveillance and Epidemiological Investigation Sub-Awardee output requirements:
- 3.2.1. Create and/or update surveillance and investigation protocols to include Ebola and other emerging/exotic disease monitoring and surveillance for review with ADHS.
 - 3.2.2. Monitor updates to the State's Contact/Exposed Persons tracking database found on the ADHS Health Services Portal (HSP).
 - 3.2.3. Identify personnel who are capable of conducting health surveillance and epidemiological investigations for Ebola and other emerging/exotic diseases.
 - 3.2.4. Attend ADHS sponsored "How To" trainings and Infectious Disease Training and Exercises that address epidemiology, disease surveillance, investigation and control measures and emerging public health issues.
- 3.3. ACTIVITY 3: Public Health Laboratory Testing Sub-Awardee output requirements:
- No Requirements**
- 3.4. ACTIVITY 4: Non-Pharmaceutical Interventions Sub-Awardee outputs requirements:
- 3.4.1. Review and utilize the statewide NPI Plan for Ebola disseminated by ADHS to review and assess local Ebola NPI plans for gap assessment. The local Ebola NPI Plan will include a component to address environmental cleaning and waste management. Participate in ADHS organized subject matter workgroups/webinars for environmental cleaning and waste management.
 - 3.4.2. Participate in scheduled workshop/table top exercises; i.e. Arizona Infectious Disease Training and Exercise, and provide a local Ebola NPI plan for ADHS review at the scheduled workshop/table top exercise. Address any gaps identified in a subsequent After-Action Report (AAR)/Improvement Plan (IP).
 - 3.4.3. Review the local Ebola NPI Implementation Plan for, and address, any barriers to implementation.
- 3.5. ACTIVITY 5: Responder Safety and Health Sub-Awardee output requirement:
- 3.5.1. Support the engagement of local EMS communities to accomplish training that will increase the safety of first responders and strengthen the State Ebola Response and All Hazards Plan.
- 3.6. ACTIVITY 6: Emergency Public Information and Warning/Information Sharing Sub-Awardee output requirements:
- 3.6.1. Participate in the development of Ebola messaging (e.g. talking points and message maps.); and
 - 3.6.2. Participate in ADHS offered spokesperson training to address public and media inquiries related to Ebola cases.
- 3.7. ACTIVITY 6a: Emergency Public Information and Warning/Information Sharing (WEBEOC) Sub-Awardee output requirements:
- 3.7.1. Utilize mobile technology to allow for easy access to disease information and the ability to receive alert messaging on hand held devices.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT
ATTACHMENT C**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **7**

**Procurement Officer:
Lorraine Ball-Schwarzwald**

3.8. ACTIVITY 7: Medical Surge Sub-Awardee output requirements:

- 3.8.1. Participate and contribute to the collaboration among hospital, ambulatory facilities, county and tribal public health, schools, public safety agencies, non-profit organizations, community based special events and the community at large to respond to infectious disease threats.
- 3.8.2. Apply the statewide communication plan developed by ADHS to increase Ebola messaging effectiveness.
- 3.8.3. Implement a process to utilize the ADHS messaging map for collaboration and coordination of responses to ensure the health and safety of Arizona residents in the event of an infectious disease threat of public significance.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT
PRICE SHEET**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **7**

**Procurement Officer:
Lorraine Ball-Schwarzwald**

PRICE SHEET

July 1, 2014 – June 30, 2015

Fixed Price

No.	Description	UOM	Amount
1	CDC Deliverables for Public Health Emergency Preparedness - PHEP	YR	\$200,419.10
2	Temporary Emergency Operations Center Coordinator	YR	\$15,000.00
Total			\$215,419.10

EVD PRICE SHEET

April 1, 2015 – August 30, 2016

Phase 2

Fixed Price

No.	Description	UOM	Amount
1	Ebola and Infectious Disease Preparedness and Response	EA	\$28,193.00
Total			\$28,193.00



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES

1740 W Adams ST, RM 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **6**

Procurement Officer:
Lorraine Ball-Schwarzwald

Emergency Preparedness Program

Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement (IGA) referenced above is amended as follows:

- Delete the Price Sheet and replace with the Price Sheet in this Amendment. The Price Sheet reflects the added funding to cover a temporary Emergency Operations Center Coordinator in the amount of fifteen thousand dollars and no cents (\$15,000.00).

All other provisions shall remain in their entirety.

CONTRACTOR SIGNATURE

Gila County Health Department

Contractor Name

5515 S Apache Avenue, Suite 400

Address

Globe AZ 85501

City State Zip

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date 5-26-15

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

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 5 day of June 2015

Procurement Officer

Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date 06-04-2014

Assistant Attorney General

Printed Name: JO-ANN HARDY

Reserved for use by the Secretary of State

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W Adams ST, RM 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **6**

**Procurement Officer:
Lorraine Ball-Schwarzwald**

PRICE SHEET

Fixed Price July 1, 2014 – June 30, 2015

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$200,419.10	\$200,419.10
Temporary Emergency Operations Center Coordinator	1	\$15,000.00	\$15,000.00
Total			\$215,419.10



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Ana Shoshtarikj

Contract No: **ADHS12-007886**

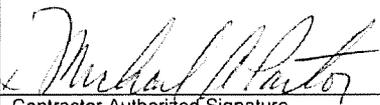
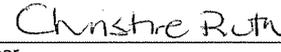
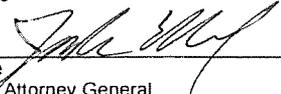
Amendment No. **5**

Emergency Preparedness Program

Effective July 1, 2014, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Amendment Four (4) Price Sheet with Price Sheet, page Three (3) of this Amendment Five (5). The Total Price Sheet for FY15 is **\$200,419.10**.
2. Replace Amendment Four (4) Attachment A with Attachment A, County Requirements and Deliverables Document, pages Four (4) through Nineteen (19), of this Amendment Five (5).
3. Delete in its entirety Contract Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) and replace with the following:

Continued on next page.

<p>Gila County Health Department Contractor Name</p> <p>5515 S. Apache Avenue, Suite 400 Address</p> <p>Globe AZ 85501 City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <p align="center"></p> <p align="center">Contractor Authorized Signature</p> <p align="center">Michael A. Pastor</p> <p align="center">Printed Name</p> <p align="center">Chairman, Board of Supervisors</p> <p align="center">Title</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p> 9-2-2014 Signature Date</p> <p>Bryan B. Chambers, Deputy Attorney Principal</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p>State of Arizona</p> <p>Signed this <u>24th</u> day of <u>September</u> 20<u>14</u></p> <p align="center"></p> <p align="center">Procurement Officer</p>
<p>Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p> 9-27-14 Signature Date</p> <p>Assistant Attorney General</p> <p>Printed Name: <u>Josh Eller</u></p>	<p>Reserved for use by the Secretary of State</p> <p>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:
Ana Shoshtarikj

18. Health Insurance Portability and Accountability Act of 1996

- 18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

All other provisions of this agreement remain unchanged.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Ana Shoshtariki

Contract No: **ADHS12-007886**

Amendment No. **5**

PRICE SHEET

Fixed Price July 1, 2014 – June 30, 2015

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$200,419.10	\$200,419.10
Total			\$200,419.10



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:
Ana Shoshtarikj

ATTACHMENT A

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
COUNTY REQUIREMENTS & DELIVERABLES DOCUMENT**

BUDGET PERIOD 3 (BP3)

Period of performance
(July 1, 2014 – June 30, 2015)

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

1. INTRODUCTION

1.1 Approaching Budget Period Three (July 1st, 2014 – June 30th, 2015), continuous efforts are made to expand the preparedness capabilities based on the Five-Year Plan and the Capability Planning Guide (CPG) data. Based on the above and the guidance set forth by the Center for Disease Control (CDC), Arizona Department of Health Services (ADHS) has developed the Requirement and Deliverable Document for Counties. The first section of this document outlines the requirements set forth by CDC and ADHS that all County partners shall address and ensure are being met in BP3. The section portion covers the goals, objectives, and outcomes that shall be achieved for each capability within BP3. Progress shall be measured on these goals and objectives throughout the year through frequent communication and mid-year report.

1.2 Table One (1) and Attachment B included herein provide additional information for the County partners.

2. PROGRAM REQUIREMENTS

As a recipient of the Public Health Emergency Preparedness (PHEP) funds from the ADHS, Grantee is required to adhere to Federal and State Grant requirements. Listed below are the Program requirements for the PHEP grant.

3. MEETINGS

3.1 ADHS Sponsored Grant Meetings (Two (2) events annually)

- 3.1.1 Semi-annual ADHS sponsored All-Partners Workshop meeting shall be attended,
- 3.1.2 Regional ADHS sponsored Business Meeting shall be attended. ADHS shall hold one Business Meeting in each of the four (4) Healthcare Coalition Regions within the State.

3.2 Healthcare Coalition Meeting

3.2.1 Healthcare Coalition meetings shall be attended in the appropriate region. Regions are divided as following:

3.2.1.1 Northern Region

- 3.2.1.1.1 County Representatives: Apache County, Coconino County, Navajo County and Yavapai County.
- 3.2.1.1.2 Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe.

3.2.1.2 Western Region

- 3.2.1.2.1 County Representatives: La Paz County, Mohave County and Yuma County.
- 3.2.1.2.2 Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab- Paiute Tribe and Quechan Tribe.

3.2.1.3 Central Region

- 3.2.1.3.1 County Representatives: Gila County, Maricopa County and Pinal County.
- 3.2.1.3.2 Tribal Representatives: Gila River Indian Community.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

3.2.1.4 Southeastern Region

3.2.1.4.1 County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County.

3.2.1.4.2 Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe and Tohono O'odham Nation.

4. FINANCIAL REQUIREMENTS

4.1 Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding.

4.2 Inventory

Inventory list shall be provided to ADHS upon request. The Inventory List shall include all capital equipment.

4.3 Budget Allocation

4.3.1 The budget tool developed by ADHS shall be completed, document signed and returned to ADHS for review and approval. ADHS will not release funding to the County until the budget has been approved.

4.3.2 All activities and procurements funded through the PHEP grant shall be aligned with Grantee's budget/spend plan and work plan which should help reaching the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities shall be approved by ADHS before PHEP funds can be utilized on those activities/items.

4.3.3 Counties shall follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

4.4 Grant Activity Oversight

4.4.1 PHEP Coordinator shall be appointed by the County on full or part-time basis.

4.4.2 The PHEP Coordinator shall be the main point of contact for ADHS with the County in regards to the PHEP grant and shall have the responsibility for oversight of all grant related activities.

4.4.3 PHEP Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met.

4.4.4 PHEP Coordinator shall coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

4.5 Employee Certifications

4.5.1 PHEP Recipients are required to adhere to all applicable Federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:
Ana Shoshtarij

4.5.2 Certification forms shall be prepared semiannually signed by the employee or a supervisory official who has firsthand knowledge of the work performed by the employee.

4.5.3 Split funded employees are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.6 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work shall result in withholding from a portion of subsequent awards.

5. EXERCISES

5.1 Emergency Operation Coordination

5.1.1 Documentation shall be maintained of all collaborative efforts with local and State emergency management.

5.1.2 The County PHEP program shall establish and maintain a collaborative working relationship with emergency management. This shall include but not limited to:

5.1.2.1 Emergency communication plan,

5.1.2.2 Strategies for addressing emergency events, and

5.1.2.3 Consequences management of power failures, natural disasters and other events that would affect public health.

5.1.3 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity.

5.1.4 Provide documentation to support discussion on the order process in WebEOC.

5.2 Multi-Year Training and Exercise Workshop (MYTEP)

5.2.1 Each County shall attend the annual ADHS Training and Exercise Planning Workshop in June, 2015.

5.2.2 Each County shall submit their final training and exercise plans no later than August 1, 2014.

5.2.2.1 Training and exercise plans shall contain proposed events from July 1, 2014 through June 30, 2019.

5.2.2.2 Plans shall be submitted on the ADHS provided templates.

5.2.2.3 Trainings and exercises shall be gap based. Proposed training and/or exercises shall be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

6. EXERCISE IMPLEMENTATION CRITERIA

6.1 Homeland Security Exercise and Evaluation Program



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:
Ana Shoshtarikj

Sub-awardees shall conduct preparedness exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

- 6.1.1 Exercise Design and Development;
- 6.1.2 Exercise Conduct;
- 6.1.3 Exercise Evaluation; and
- 6.1.4 Improvement Planning.

Information on the April 2013 HSEEP guidelines and exercise policy: <https://www.llis.dhs.gov/hseep>

6.2 ADHS Coordination

- 6.2.1 To meet the criteria as a qualified exercise, all PHEP sub-awardee exercises shall be coordinated with ADHS and approved prior to the initial planning meeting. ADHS shall be continuously updated throughout the remainder of the planning process.
- 6.2.2 To comply with the exercise implementation criteria, the HSEEP process and guidance shall be used along with respective templates.

6.3 Healthcare Coalition Exercises

Each Healthcare Coalition (Northern, Central, Western, and Southeastern) shall have an exercise in BP3 that shall require the County's participation. Date shall be determined.

6.4 At-Risk Individuals

- 6.4.1 Within each exercise, provisions for the needs of at-risk individuals shall be included.
- 6.4.2 HPP- PHEP sub-awardees shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP).
- 6.4.3 U.S. Department of Health and Human Services' definition of "at-risk" population is available at the following website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

6.5 Exemption

County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. Such situation shall be addressed on an as-requested basis.

6.6 Exercise Evaluation Criteria

- 6.6.1 PHEP exercise shall address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk shall be produced mapping PHP capabilities with core capabilities.
- 6.6.2 At a minimum, each County shall demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
 - 6.6.2.1 These capabilities are:

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax Procurement Officer: Ana Shoshtarikj
	Contract No: ADHS12-007886	Amendment No. 5	

6.6.2.1.1. Capability 3: Emergency Operations Coordination

6.6.2.1.2. Capability 6: Information Sharing

6.6.3 PHEP Qualifying Exercises:

6.6.3.1 An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

7. INFORMATION SERVICES

7.1 Access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/text alerts is required.

7.2 Each County shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.

7.3 Each County shall participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group.

7.4 Each County shall be able to utilize the following Communication systems:

7.4.1 HSP

7.4.2 EMResource,

7.4.3 EMTrack,

7.4.4 ESAR-VHP,

7.4.5 AZHAN,

7.4.6 IRMS,

7.4.7 800 radios, and

7.4.8 WebEOC

7.5 Training on the systems and platforms shall be provided by ADHS as needed.

8. REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant shall be reported in a timely manner, ensuring ADHS has adequate time to compile the information and submit to CDC.

8.1 Mid-Year Report

8.1.1 Mid-Year report templates shall be provided by ADHS in advance of the Due Date.

8.1.1.1 Estimated Due Date is December 2014

8.1.2 CDC Performance Measures templates (if applicable) shall be provided by ADHS in advance of the Due Date.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

8.1.2.1 Estimated Due Date shall be determined.

8.1.3 Updated Public Health Emergency Contact list shall be provided to ADHS semi-annually. By each County. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the Health Services Portal (HSP).

8.1.3.1 The contact information for each individual shall include:

8.1.3.2.1 Individual's name,

8.1.3.2.2 ICS title,

8.1.3.2.3 Non-emergency position title,

8.1.3.2.4 Telephone numbers (Office, Mobile, and Home), and

8.1.3.2.5 Primary email address.

8.2 Annual Report

8.2.1 Annual Report template shall be provided by ADHS in advance of the Due Date.

8.2.1.1 Due Date shall be determined.

8.3 After Action Report/Improvement Plan

8.3.1 Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.

8.3.2 After a stand-alone DSNS drill, an AAR and an IP shall be provided to the ADHS SNS Coordinator.

8.3.3 AARs shall be submitted to ADHS within sixty (60) days after the exercise.

8.4 Training Validation Reports

A training validation report shall be provided to ADHS by the end of Budget Period Three (3), using the ADHS template located in the HSP. This report shall be a summary of trainings actually conducted in BP3.

9. CAPABILITIES AND COUNTY DELIVERABLES

9.1 CAPABILITY 1: COMMUNITY PREPAREDNESS

Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover in both the short and long terms from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

9.1.1 Support the development of public health, medical, and mental/behavioral health systems that support recovery;



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Procurement Officer:
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

- 9.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incident;
- 9.1.3 Promote awareness of and access to medical and mental/behavioral health two (2) resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals;
- 9.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community; and
- 9.1.5 Identify those populations that may be at higher risk for adverse health outcomes

9.2 COUNTY DELIVERABLES

- 9.2.1 Ensure plans include a jurisdictional risk assessment, utilizing an all-hazards approach with input and assistance of the following elements:
 - 9.2.1.1 Public health and non-public health subject matter experts; and
 - 9.2.1.2 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities

9.3 CAPABILITY 2: COMMUNITY RECOVERY

Definition: Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

- 9.3.1 This capability supports National Health Security Strategy Objective Eight (8): Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

9.4 COUNTY DELIVERABLES

Ensure written plans include processes for collaborating with community organizations, emergency management, and health care organizations to identify public health, medical, and mental/behavioral health system recovery needs for the counties identified hazards. Written plans should include the following elements (either as a standalone Public Health Continuity of Operations plan or as a component of another plan):

- 9.4.1 Definitions and identification of essential services needed to sustain agency mission and operations;
- 9.4.2 Plans to sustain essential services regardless of the nature of the incident;
- 9.4.3 Scalable work force reduction; and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

9.4.4 Collaborate with ADHS to develop functional exercises in your region to test multiple capabilities including Recovery.

9.4.4.1 Each County shall participate in a regional focused functional exercise in BP3. These exercises shall test your ability to stand up and operate your EOC, recovery operations shall be included to test plans and processes to support Continuity of Operations Plans.

9.5 CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION

Definition: Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

9.6 COUNTY DELIVERABLES

9.6.1 Participate in a Functional Exercise conducted within your respective region.

9.6.1.1 Participate in at least one functional exercise to test their ability to stand up and operate their EOC during a public health incident.

9.6.2 Maintain documentation of all collaborative efforts with local and State emergency management.

9.6.3 County/Tribal PHEP program must establish and maintain a collaborative working relationship with emergency management. This must include but not be limited to; Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.

9.6.4 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity

9.6.5 Provide documentation to support discussion on the order process in Web-EOC.

9.7 CAPABILITY 4: EMERGENCY PUBLIC INFORMATION AND WARNING

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

9.8 COUNTY DELIVERABLES

9.8.1 Participate in the development of Public Information and Warning messaging during a functional exercise.

9.8.1.1 When participating in your regionally based functional exercise, work to develop and disseminate public health messaging and test the communication pathways utilized to communicate that message to the public.

9.9 CAPABILITY 5: FATALITY MANAGEMENT

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarkj

personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident.

9.10 COUNTY DELIVERABLES

9.10.1 Participate in the Fatality Management Workshop held by ADHS

9.10.1.1 Participate in the Fatality Management workshop conducted by ADHS to gain additional insight into the State's and other County's capability to manage mass fatalities and the work each is completing to improve that capability.

9.11 CAPABILITY 6: INFORMATION SHARING

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.

9.12 COUNTY DELIVERABLES

9.12.1 Participate in Communication testing scenarios developed and administered by ADHS.

9.12.1.1 Each County should regularly participate in the Communication testing scenarios to ensure your communication systems and platforms are capable of receiving and disseminating information from the multiple platforms.

9.13 CAPABILITY 7: MASS CARE

Definition: Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

9.14 COUNTY DELIVERABLES

9.14.1 Review and update County's sheltering plan.

9.14.1.1 County shall review and update their plan to support shelter operations in coordination with local Emergency Management. Sheltering plans shall incorporate the needs for At-Risk Individuals and Functional and Access Needs Individuals.

9.15 CAPABILITY 8: MEDICAL COUNTERMEASURE DISPENSING

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9.16 COUNTY DELIVERABLES (NON-CRI Counties)

9.16.1 Complete a self-assessment of your county's MCM plan.

9.16.1.1 ADHS shall provide self-assessment template to utilize during your review.

9.16.2 Ensure your County's Receipt, Stage, and Store (RSS) site survey information is current and has been reviewed within the last three (3) years



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Ana Shoshtarij

Contract No: **ADHS12-007886**

Amendment No. **5**

9.16.2.1 Provide ADHS your completed self-assessment template, current MCM plan, and current RSS site survey as part of the Mid-Year Report.

9.17 CAPABILITY 9: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION

Definition: Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

9.18 COUNTY DELIVERABLES:

9.18.1 Participate in Inventory Management System quarterly drills.

9.18.2 Cities Readiness Initiative (CRI) Drill Requirement

9.18.2.1 Maricopa County and Pinal County shall conduct at least three (3) different SNS drills utilizing the templates provided by DSNS/ADHS. An executive summary and an improvement plan shall be submitted for each drill.

9.18.2.2 Provide ADHS with the drill results by March 30, 2015

9.18.2.3 List of Drills that can be conducted:

9.18.2.3.1 Staff notification, acknowledgement and assembly;

9.18.2.3.2 Site activation: notification, acknowledgement and assembly;

9.18.2.3.3 Facility Setup;

9.18.2.3.4 Pick List Generation;

9.18.2.3.5 Dispensing Throughput; and

9.18.2.3.6 Public Health Decision Making Tool.

9.19 CAPABILITY 10: MEDICAL SURGE

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

9.20 COUNTY DELIVERABLES:

9.20.1 Review/update plans.

9.20.1.1 Written plans should include documentation of staff assigned and trained in advance to fill public health incident management roles as applicable to a given response. Local Health Departments must be prepared to staff emergency operations centers at agency and local levels as necessary. (Local Health Departments shall provide a copy of a PHIMS chart that correlates to the functional drill with local emergency management and the state).

9.20.2 Crisis Standard of Care (CSC) Workshop.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

9.20.2.1 Each County is encouraged to participate in the CSC workshop to provide feedback and input on the CSC plan.

9.21 CAPABILITY 11: NON-PHARMACEUTICAL INTERVENTIONS

Definition: Non-pharmaceutical interventions (NPI) are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

- 9.21.1 Isolation and quarantine;
- 9.21.2 Restrictions on movement and travel advisory/warnings;
- 9.21.3 Social distancing;
- 9.21.4 External decontamination;
- 9.21.5 Hygiene; and
- 9.21.6 Precautionary protective behaviors.

9.22 COUNTY DELIVERABLES:

9.22.1 Collaborate with ADHS to develop or review local health department NPI plans.

9.22.1.1 Written plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction's identified risks, that was developed in conjunction with partner agencies (e.g., state environmental health, state occupational health and safety, and hazard-specific subject matter experts) and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles. Roles for consideration may include the following elements:

- 9.22.1.1.1 Conducting environmental health assessments;
- 9.22.1.1.2 Potable water inspections; and
- 9.22.1.1.3 Field surveillance interviews.

9.22.2 Complete the biannual Performance Measure Report Form.

9.22.2.1 Local Health Department shall complete the biannual performance measure report form distributed by ADHS for use in identifying gaps in planning and implementation of interventions in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for PHEP deliverables.

9.23 CAPABILITY 13: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGICAL INVESTIGATION

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

9.24 COUNTY DELIVERABLES

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

9.24.1 Participate in State Testing of the Communicable Disease On-Call System.

9.24.1.1 Local Department of Health shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests. Jurisdictions shall complete the disease scenario evaluation form and return to ADHS.

9.24.2 Enter Information into MEDSIS as Required and Provide ADHS Staff with Current Contact Information for MEDSIS Liaisons.

9.24.2.1 Arizona utilizes MEDSIS to conduct reportable disease surveillance. Jurisdictions shall enter information into MEDSIS according to the MEDSIS policies and procedures. Jurisdictions shall maintain a primary MEDSIS liaison and backup and notify ADHS of any changes to the liaison roles or their contact information at the time of the change. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings.

9.24.3 Conduct Outreach to Delayed Reporters.

9.24.3.1 Local Health Department shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance activities. Report on the percentage of delayed reporters educated about timeliness of reporting.

9.24.4 Participate in Epidemiology Trainings and Exercises.

9.24.4.1 It is recommended Local Health Department participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least ten (10) out of twelve (12)), "How to" Presentations (at least eighty percent (80%)) and the Arizona Infectious Disease Training and Exercise. Attendance shall be monitored by ADHS for use in grant reporting.

9.24.5 Conduct Investigations of Reported Infectious Diseases and Public Health Incidents.

9.24.5.1 Local Health Departments shall investigate and report cases of infectious disease as required by Arizona rules and statutes and MEDSIS policies and procedures. Investigation actions should be documented and include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation. Outbreak investigations should begin within 24hrs of receipt of report. For outbreak cases with a focused questionnaire, interview shall be conducted within 48 hours.

9.24.6 Report All Identified Outbreaks Within 24 Hours.

9.24.6.1 Local Health Departments shall report all identified outbreaks to ADHS within 24 hours utilizing the MEDSIS Outbreak Module; include documentation on outbreak investigation activities as part of jurisdictional mid-year and end-of-year reports to ADHS. At a minimum, include the following information: Outbreak Name, Date Reported to Local Health, Morbidity, Type of Setting, and County of Outbreak Exposure.

9.24.7 Submit Outbreak Summaries to ADHS.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

9.24.7.1 Outbreak summaries must be submitted to ADHS utilizing the MEDSIS Outbreak Module within 30 days of outbreak closure for all outbreaks investigated. Summary forms must contain all required minimal elements. *(See Appendix 1)

9.24.8 Complete the Monthly Performance Measure Report Form

9.24.8.1 Local Health Departments shall complete the monthly performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting, completeness of interviews and monitoring outbreaks in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for both PHEP and ELC grant deliverables.

9.24.9 Conduct Epidemiology Program Evaluations.

9.24.9.1 Recommend Local Health Departments participate in regular meetings and/or conference calls with ADHS regarding evaluation activities by providing feedback and assisting in the refinement of evaluation questions and determining best methods for implementation of findings/recommendations.

9.25 CAPABILITY 14: RESPONDER SAFETY AND HEALTH

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

9.26 COUNTY DELIVERABLES:

9.26.1 Review/update plans to include documentation of the safety and health risk scenarios likely to be faced by public health responders, based on pre-identified jurisdictional incident risks, which are developed in consultation with partner agencies.

9.26.1.1 Plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction have identified risks that were developed in conjunction with partner agencies and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles

9.27 CAPABILITY 15: VOLUNTEER MANAGEMENT

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

9.27.1 Review Volunteer Management plans to ensure processes are identified to manage spontaneous volunteers to include communication pathways, and a method to refer spontaneous volunteers to other organizations.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Officer:
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

Table One (1)

DELIVERABLES AT-A-GLANCE

PROGRAM	
1	Attend All Partners Meeting
2	Attend ADHS Business Meeting
3	Attend your Region's Healthcare Coalition Meetings
4	Submit Budget and Work Plan
5	Attend Multi-Year Training and Exercise Workshop (MYTEP)
6	Submit Training and Exercise Plan
7	Have or have access to an Alert System
8	Provide ADHS a list of systems utilized in your EOC and for information sharing
9	Participate in Communication Pathway testing scenarios on a regularly basis
10	Submit Mid-Year and Annual Reports
11	Submit AAR/IPs to ADHS
12	Submit Training Validation Report
COUNTY	
13	Participate in a Functional Exercise to test ability to stand up and operate EOC
14	Participate in the Fatality Management Workshop
15	Review and update Mass Care/Sheltering Plans to incorporate additional measures to address At-Risk and Functional & Access Needs
16	Complete MCM Self-Assessment Tool and Submit MCM Plans to ADHS
17	Review RSS Site Survey and submit to ADHS
18	Participate in quarterly Inventory Management System drills
19	Complete 3 SNS Drills (CRI Counties – Maricopa and Pinal)
20	Collaborate w/ ADHS on NPI plan reviews and to complete bi-annual performance measure report
21	Participate in Epidemiology Trainings and Exercises
22	Conduct investigations, report outbreaks, conduct outreach to delayed reporters, submit summaries of outbreaks, complete monthly performance measure report, & enter info into MEDSIS

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 5	Procurement Officer: Ana Shoshtarikj

ATTACHMENT B

OUTBREAK SUMMARY FORM MINIMAL ELEMENTS

The following elements shall be completed on the ADHS Outbreak Summary Report Form, for the minimal elements to be considered complete:

1. For CONTEXT:
 - 1.1. County of Exposure;
 - 1.2. Case Information: # primary ill; # susceptible;
 - 1.3. Primary setting of exposure; and
 - 1.4. Could etiology be determined.
2. For INITIATION of INVESTIGATION:
 - 2.1. Date LHD first (1st) notified;
 - 2.2. Date ADHS first (1st) notified; and
 - 2.3. Date Investigation started.
3. For INVESTIGATION METHODS:
 - 3.1. Case Definition: Confirmed case; Probable Case; Suspect case (at least one should be filled out);
 - 3.2. Other Actions & Investigation methods: Interviewed cases; Interviewed controls; epi studies; traceback; case/pt samples; environmental samples, environmental health assessment; facility/establishment investigation (at least one should be filled out);
 - 3.3. Were specimens collected; and
 - 3.4. If yes, what is the confirmed etiology.
4. For INVESTIGATION FINDINGS:
 - 4.1. Were specimens collected;
 - 4.2. If yes, what is the confirmed etiology;
 - 4.3. Signs & Symptoms (at least one (1) filled out); and
 - 4.4. Was a specific contaminated food, water or environmental vehicle/source identified?
5. For DISCUSSION and/or CONCLUSIONS:
 - 5.1. Factors Contributing to an Outbreak: Foodborne; Waterborne; Nosocomial; Person to Person; Zoonotic or Vector (at least one (1) filled out.)
6. For RECOMMENDATIONS for CONTROLLING DISEASE:
 - 6.1. Outbreak Control section (at least one(1) filled out)
7. For KEY INVESTIGATORS:
 - 7.1. Key Investigator section



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No. 4

Sr. Procurement Specialist
Gabriel Vigil

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective July 1, 2013, replace Price Sheet, Page Two (2), of Amendment Three (3), with Price Sheet, Amendment Four (4). The Total Price Sheet is \$175,104.66
2. Effective July 1, 2013, Replace Attachment A, Amendment Three (3), Pages Three (3) through Fifteen (15), with Attachment A, Pages Four (4) through Twenty Four (24), of this Amendment Four (4).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Gila County Health Department

Contractor Name

5515 S. Apache Ave, Suite 400

Address

Globe

AZ

85501

City

State

Zip

Contractor Authorized Signature

Printed Name

Michael A. Pastor, Chairman, GC Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. *APPROVED AS TO FORM.*

10-22-13
Signature Date

Bryan B. Chambers, Deputy Attorney Principal

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 1st day of November 2013

Procurement Officer

Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

10-22-13
Signature Date

Assistant Attorney General

Printed Name: Laura Flores

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams. Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist
Gabriel Vigil

Emergency Preparedness Program

3. Delete in its entirety, Terms and conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and replace with the following:

Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Delete in its entirety, Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.13, Scrutinized Businesses.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist
Gabriel Vigil

PRICE SHEET

Fixed Price

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$175,104.66	\$175,104.66
Total			\$175,104.66

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A



Arizona Department of Health Services
Bureau of Public Health Emergency Preparedness
PHEP Cooperative Agreement Grant

Public Health Emergency Preparedness Deliverables

BP2
Budget Year 2013-2014



REGIONS

CENTRAL NORTHERN

SOUTHEASTERN

WESTERN

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

1. PROGRAM REQUIREMENTS:

1.1 Arizona follows the established Emergency Medical Services boundaries to identify regions. The four identified regions are Northern, Central, Southeastern, and Western Regions. See Appendix 3 for reference.

1.1.1 Central Region PHEP partners include: Gila County, Maricopa County, Pinal County, and Gila River Indian Community.

1.1.2 Northern Region PHEP partners include: Apache County, Coconino County, Navajo County, Yavapai County, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe.

1.1.3 Southeastern Region PHEP partners include: Cochise County, Graham County, Greenlee County, Pima County, Santa Cruz County, Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'Odham Nation.

1.1.4 Western Region PHEP partners include: La Paz County, Mohave County, Yuma County, Cocopah Tribe, Colorado River Indian Tribes, Fort Mohave Indian Tribe, Kaibab – Paiute Tribe, and Quechan Tribe.

1.2 Partnership/Coalition Meetings (*Central, Northern, Southeastern, and Western Regions*)

The designated Public Health Emergency Coordinator or representative will attend ADHS Healthcare Coalition meetings within their region. These meetings will provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

1.3 Reporting

Progress on these deliverables, performance measures, and activities conducted with funds from this grant will be reported in a timely manner for the Mid-Year and end of year report. These documents will be submitted to ADHS.

1.4 Financial Requirements

1.4.1 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

1.4.2 Match Requirement

The PHEP award requires a 10% "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

- 1.4.3 Inventory
 - Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5000). Inventory list will be provided to ADHS.

- 1.4.4 Budget Spend Plan
 - Budget spend plans will be completed and submitted to ADHS after contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released.

- 1.4.5 Grant Activity Oversight
 - Maintain a full-time, part-time, or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities. Preparedness coordinator to have responsibility for oversight of all grant related activities. Cooperate and coordinate with ADHS in completing on- site visits pursuant to, and in compliance with Standard Operating Procedures for Sub-Recipient Monitoring.

- 1.4.6 Employee Certifications
 - PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms must be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42

- 1.4.7 Activities and Purchases
 - Activities conducted under and purchases made with this award will be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 2 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this will be on a case by case basis and conducted by ADHS.

1.5 Exercises

- 1.5.1 Participate in the 2013-2014 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than September 6, 2013.

- 1.5.2 Support and participate in at least one ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2014.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

1.6 Corrective Actions

Track and manage corrective actions identified in responses and exercises. Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone, DSNS drill an executive summary and an IP must be provided to the ADHS SNS Coordinator.

1.7 Emergency Notification System

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This should include contact information for the primary, secondary, and tertiary individual for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, non-emergency position title, office telephone number, mobile telephone number, home telephone number, and email address loaded into ADHS Health Service Portal by September 30.

2. CAPABILITIES:

2.1 Capability 1: Community Preparedness

Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

- 2.1.1 Support the development of public health, medical and mental/behavioral health systems that support recovery
- 2.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents
- 2.1.3 Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals
- 2.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community
- 2.1.5 Identify those populations that may be at higher risk for adverse health outcomes
- 2.1.6 Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.1.7 Budget Period Short Term Goal:

2.1.7.1 Goal 1. The State in collaboration with emergency management and homeland security will disseminate the Jurisdictional risk assessment for evaluation and analysis regarding risks to the public health. Local and Tribal health will develop a regional approach to address planning gaps.

2.1.7.2 Goal 2. Review written plans to ensure that they include a policy and process to participate in existing (e.g., led by emergency management) or new partnerships representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings.

2.2 Capability 2: Community Recovery

2.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

2.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

2.2.3 Budget Period Short Term Goal:

Goal 1: Establish a statewide baseline for post-incident recovery and make recommendations for systemic improvement for the state of Arizona PHEP stakeholders by developing an assessment tool in order to evaluate healthcare system recovery, behavioral health care, and human services recovery needs, along with resource availability.

2.3 Capability 3: Emergency Operations Coordination

2.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.3.2 Budget Period Short Term Goal:

2.3.2.1 **Goal 1:** ADHS will acquire situational awareness information in order to determine if and to what extent Health Emergency Operations Center (HEOC) activation is necessary in order to provide a statewide public health common operating picture. This short-term goal will demonstrate the ability of the HEOC to collect the essential elements of information from the Local Health Departments.

2.3.2.2 **Goal 2:** WebEOC access and the application will be extended to the 15 local Health Departments and any Tribes who request access to the application. This short-term goal will be measured by the execution of the WebEOC application with statewide partners.

2.3.2.3 **Goal 3:** Sustain the Health Emergency Operating Center (HEOC) functionality by ensuring competency in staff assembly times, training, and job specific functions.

2.4 Capability 4: Emergency Public Information and Warning

2.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders

2.4.2 Budget Period Short Term Goal:

2.4.2.1 **Goal 1:** Leverage existing technologies to communicate with and inform the response partners and the general public during operational exercises, on-going drills, and responses. This short term goal will be measured and tracked through the documentation of drills and through the qualitative and quantitative evaluation of exercises and responses in After Action Reports and Improvement Plans (AAR/IPs).

2.4.2.2 **Goal 2:** Sustain the ability of state, local, and healthcare facility public information officers to coordinate, develop, and disseminate public information through the conducting of and evaluation of at least one operational exercise. The ability of public information officers to determine the need for public information systems establish and participate in information systems, and establish avenues for public interaction and exchange will be quantitatively and qualitatively evaluated in the context of an AAR/IP.

2.5 Capability 5: Fatality Management

2.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders and survivors of an incident.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.5.2 Budget Period Short Term Goal:

- 2.5.2.1 **Goal 1.** Identify specific roles and support functions between Arizona Department of Health, county Public Health, law enforcement, medical examiners, and private sector partners during a Fatality Management response.
- 2.5.2.2 **Goal 2.** Coordinate between internal and external partners to facilitate access to resources when demand on local jurisdiction exceeds capacity to support fatalities from an incident. Ensure resource request are in accordance with public health jurisdictional standards and practices and as requested by lead jurisdictional authority. This will result in the development and implementation of resource request process.
- 2.5.2.3 **Goal 3.** Survey county and tribal partners to identify training in support of Fatality Management operations to include: mental/behavioral health services, death notification, relief to families, and spiritual care. Utilization of a survey prior to and post training will measure increased knowledge.

2.6 Capability 6: Information Sharing

- 2.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.
- 2.6.2 **Maintain or Have Access to a Notification System**
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners.
- 2.6.3 **Provide Emergency Notification System Contact Information and Participate in Bimonthly Communications Drills.**
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in Bimonthly Communication Drills. Drill results will be provided to ADHS after each drill.
- 2.6.4 **Budget Period Short Term Goal:**
 - 2.6.4.1 **Goal 1.** Conduct multi-jurisdictional and multi-disciplinary exchange of health related information and situational awareness with all County and Tribal and local ESF-8 partners statewide. This short-term goal will be measured by 8% increased membership to the interoperable communication systems such as the Health Alert Network.
 - 2.6.4.2 **Goal 2.** Disseminate accurate and appropriate information to the County and Tribal and local ESF-8 partners statewide. This goal will be measured by the development of an information generation/sharing protocol.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.7 Capability 7: Mass Care

2.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

2.7.2 Budget Period Short Term Goal:

2.7.2.1 **Goal 1.** Determine the jurisdictional public health roles and responsibilities in conjunction with Emergency Support Function 6, 8, and 11 partners. Consolidation of information will result in the completion of a statewide plan that will support Mass care operations.

2.7.2.2 **Goal 2.** In conjunction with state and local partners, including emergency management and Red Cross collaborate to identify a tool for health screening of individuals during shelter operations. Some elements of the tool may be, immediate medical needs, mental health needs, sensory impairment or other disability, medication use, need for assistance with activities of daily living, and substance abuse. The outcome will be a recommendation to the Emergency Preparedness Task Force for inclusion in a standard operating procedure for the intake process during shelter operations and the clarification of the request process for needed supplies in support of shelter operations for access and functional needs.

2.8 Capability 8: Medical Countermeasure Dispensing

2.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

2.8.2 Budget Period Short Term Goal:

2.8.2.1 **Goal 1.** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for the rapid dispensing of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.8.2.2 **Goal 2.** Coordination between SNS Coordinator and epidemiological staff will streamline the incorporation of investigation data into the SNS request process.

2.8.2.2.1 **Develop or Update Medical Countermeasure Dispensing Plans**
Written plans should include: standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request, receive, distribute,

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

dispense, and manage medical countermeasures within 48 hours of request. Planning should include all memoranda of understandings or other letters of agreement with state/local/tribal partners; and written agreements (e.g., memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement) to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities. Update/ revise SNS Plans based upon training improvements, quarterly meeting notes, identified threats and regional risk assessments, partner involvement and post plans onto ADHS Health Service Portal.

2.9 Capability 9: Medical Materiel Management & Distribution

2.9.1 Definition: Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

2.9.2 Budget Period Short Term Goal:

2.9.2.1 Goal 1: ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for Medical Materiel Management and Distribution of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.9.2.2 Goal 2: Collaborate with the Arizona Board of Pharmacy (AZBP) to develop a query protocol of pharmacies during a public health emergency. The protocol will support ADHS in determining the current standard inventory of medical countermeasures and will allow for streamlined request of medical countermeasures. By the end of BP2, the protocol will be an annex to ADHS SNS Plan.

Participate in Inventory Management System quarterly drills in support of medical material management and distribution of medical countermeasures

2.9.3 Drill Requirement

Each County will conduct at least two different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January 10, 2014 and April 25, 2014 respectively.

2.9.3.1 Staff notification, acknowledgement and assembly

2.9.3.2 Site activation: notification, acknowledgement and assembly

2.9.3.3 Facility Setup

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.9.3.4 Pick List Generation

2.9.3.5 Dispensing Throughput

2.9.4 Cities Readiness Initiative (CRI) Drill Requirement

Each CRI will conduct at least three different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January, 10, 2014, and April 25, 2014 respectively.

2.9.4.1 Staff notification, acknowledgement and assembly

2.9.4.2 Site activation: notification, acknowledgement and assembly

2.9.4.3 Facility Setup

2.9.4.4 Pick List Generation

2.9.4.5 Dispensing Throughput

2.9.4.6 Public Health Decision Making Tool

2.10 Capability 10: Medical Surge

2.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

2.10.2 Budget Period Short Term Goal:

2.10.2.1 **Goal 1.** Coordinate jurisdiction's healthcare response through the collection and analysis of health data to define the needs of the incident and available healthcare staffing and resources. This will be measured by the results of monthly communication drills, and expansion of data being requested during Medical Surge exercises/operations.

2.10.2.2 **Goal 2.** As part of the regional Health Care Coalitions, help define public health role and the processes to obtain information relating to situational awareness in support of medical surge operations. This process will be tested in exercises during BP2.

2.11 Capability 11: Non-Pharmaceutical Interventions

2.11.1 **Definition:** Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.11.1.1 Isolation and quarantine

2.11.1.2 Restrictions on movement and travel advisory/warnings

2.11.1.3 Social distancing

2.11.1.4 External decontamination

2.11.1.5 Hygiene

2.11.1.6 Precautionary protective behaviors

2.11.2 Budget Period Short Term Goal:

2.11.2.1 **Goal 1.** Maintain and enhance existing plans to address NPIs for multiple incidents. Communication plans will be updated and/or maintained to share intervention activities with partners and the public. Plans will also include processes to address vulnerable populations as well as procedures to enable the scalable implementation of the intervention

2.12 Capability 13: Public Health Surveillance and Epidemiological Investigation

2.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners should maintain the capacity for surveillance, investigation, and control of infectious diseases and public health incidents. Partners should work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans should include processes and protocols to gather and analyze data from reportable condition surveillance (i.e., conditions for which jurisdictional law mandates name-based case reporting to public health agencies). Jurisdictions should plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

2.12.2 Participate in State Testing of the Communicable Disease On-call System

Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

- 2.12.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings. Arizona utilizes MEDSIS to conduct reportable disease surveillance.
- 2.12.4 Conduct Outreach to Delayed Reporters**
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting.
- 2.12.5 Participate in Epidemiology Trainings and Exercises**
Jurisdictions shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least 10 out of 12), "How to" Presentations (at least 80%) and the Arizona Infectious Disease Training and Exercise. Attendance will be monitored by ADHS for use in grant reporting.
- 2.12.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**
Investigation actions should include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation.
- 2.12.7 Report All Identified Outbreaks Within 24 Hours**
Jurisdictions shall Report all of identified outbreaks to ADHS within 24 hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum, include the information identified in Appendix 1.
- 2.12.8 Submit Outbreak Summaries to ADHS**
Outbreak summaries must be submitted to ADHS within 30 days of outbreak closure for all outbreaks investigated.
- 2.12.9 Initiate Control Measures within the Appropriate Timeframe**
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 for details related to control measure initiation and selected diseases.
- 2.12.10 Develop a plan to address and/or identify non-reporters**
Local jurisdictions shall develop a brief plan to identify non-reporters and provide outreach to these reporters. (i.e., review all healthcare facilities in the jurisdiction and cross-check with cases reported in MEDSIS to identify non-reporters.)
- 2.12.11 Complete monthly performance measure report form**
Jurisdictions shall complete the monthly PHEP performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting and monitoring outbreaks in

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting.

2.12.12 Budget Period Short Term Goal:

2.12.12.1 **Goal 1.** Maintain and enhance public health informatics infrastructure, including the state-wide electronic disease reporting system (MEDSIS), electronic laboratory reporting and syndromic surveillance systems to allow state and local-level epidemiologists to better collect data, track health events and analyze disease trends. This goal will be measured by the number of reports generated using the various surveillance systems, the integration of a new outbreak module into MEDSIS and the increase in the number of laboratories reporting electronically to ADHS.

2.12.12.2 **Goal 2.** Create and maintain protocols for investigation and communication and provide monthly trainings to improve the ability of health departments in Arizona to identify outbreaks and determine the source of infection or exposure. Goal measured by the number of trainings held throughout the grant period, the number of investigations initiated and by the percent of epidemiologists meeting CSTE Epidemiology Tier 1 core competencies.

2.13 Capability 14: Responder Safety and Health

2.13.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

2.13.2 Budget Period Short Term Goal:

2.13.2.1 **Goal:** Conduct gap assessment to determine the percent of healthcare coalitions that have systems and processes in place to preserve healthcare system functions to protect the coalition member employees (including non-healthcare).

2.14 Capability 15: Volunteer Management

2.14.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

2.14.2 Budget Period Short Term Goal:

2.14.2.1 **Goal:** Enhance the Volunteer Response Program for the members of the Healthcare Coalitions and volunteer organizations by developing updated plans, guidelines, forms and training as well as promote the utilization of the State Volunteer Management System (ESAR-VHP) at the local level to increase the credentialed volunteer database by 8%. The outcome will be measured by

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

increased revised/updated plans, new standard operating procedures, and forms for healthcare coalitions, ESF 8 partners, and local volunteer organizations for volunteer management and increased utilization of the AZ ESAR-VHP database for all volunteer organizations in Arizona.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

Table 1- Deliverables "At a Glance"

PROGRAM REQUIREMENTS APPLICABLE TO ALL PARTNERS	
1	Partnership/Coalition Meetings Attendance: Designated PHEP Coordinator or representative will attend meetings within their region
2	Reporting: Mid-Year and End of Year Reports
3	Financial Requirements: Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Activities and Purchases
4	Exercises: Participate in the 2013-2014 ADHS Training and Exercise Plan Workshop, Provide ADHS agency specific HSEEP TEP no later than September 6, 2013
5	Exercises: Conduct and Participate in at least one ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health.
6	Exercises: Submit at Least One After Action Report from HSEEP Compliant Exercise or Real Event to ADHS by June 10, 2014
7	Corrective Actions: Develop and maintain Tracking Tool for AAR/IPs
GOALS/OBJECTIVES	
1	Community Preparedness: Local and Tribal health will develop a regional approach to address planning gaps identified
	Community Preparedness: Review/update written plans to ensure they include policy and process to participate in partnerships representing at least the 11 identified community sectors
2	Community Recovery: Evaluate healthcare system, behavioral health care and human services recovery needs, along with resource availability.
3	Emergency Operations Coordination: Local Health Departments gain access to WebEOC for their identified key staff
4	Emergency Public Information: Conduct regularly scheduled, ongoing communications drills with ADHS to ensure equipment and staff are ready for real-world responses
5	Fatality Management: Identify specific roles and functions during a Fatality Management response
6	Information Sharing: Provide Emergency Notification System Contact Information and Participate in System Tests
7	Mass Care: Identify Local Health roles and responsibilities to provide health services, and shelter services during a mass care incident

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

8	Medical Countermeasure Dispensing: Meet with ADHS SNS Coordinator quarterly to review Medical Countermeasure Dispensing Plans for the alignment of State and Local deployment of medical countermeasures
	Medical Countermeasure Dispensing Drills Non-CRI: Each County conduct at least two different SNS drills provide ADHS the target metrics by January 10, 2114 and April 25, 2014
	Medical Countermeasure Dispensing CRI: Cities Readiness Initiative (CRI) Drill requirement, Each County conduct at least three different SNS drills provide ADHS the target metrics by January 10, 2114 and April 25, 2014
9	Medical Materiel Management & Distribution: Participate in ADHS quarterly inventory Management System drills
10	Medical Surge: Participate in ADHS monthly communication drills with healthcare system partners
10	Medical Surge: Assist Coalition in developing processes for obtaining coalition-level situational awareness
11	Non-Pharmaceutical Interventions: Review plans to ensure the address NPIs for multiple incidents, updated plans as required to share intervention activities with partners and the public
13	Public Health Surveillance and Epidemiological Investigation: Participate in State testing of the communicable disease on-call system- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
	Public Health Surveillance and Epidemiological Investigation: Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Participate in at least 80% of the Ep Surveillance and Capacity meetings
	Public Health Surveillance and Epidemiological Investigation: Conduct investigations of reported urgent diseases and public health incidents.
	Public Health Surveillance and Epidemiological Investigation: Report All Identified Outbreaks within 24 Hours (see Appendix 1)

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

	Public Health Surveillance and Epidemiological Investigation: Submit Outbreak Summaries to ADHS (within 30 Days of Outbreak Closure for all Outbreaks Investigated)
	Public Health Surveillance and Epidemiological Investigation - Mitigation Actions: Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)
14	Responder Safety and Health: Complete a gap assessment survey to identify system and processes in place to preserve and maintain healthcare system functions and provide an inventory of Personal Protective Equipment
15	Volunteer Management: Complete a volunteer needs assessment provided by ADHS which will include identification of situations that would necessitate the need for volunteers in healthcare organizations, estimations of the anticipated volunteers, resource needs, identification of the health professional roles and known liability issues

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

Outbreak Reporting Table – July 1, 2013-June 30, 2014:

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 2

1. Initiation of control measures can include:
 - 1.1 Initiation of an appropriate control measure
 - 1.2 A recommendation for initiation of a control measure
 - 1.3 A decision not to initiate or recommend a control measure
 - 1.4 Documented inability to initiate a control measure despite an effort to do so
2. Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

Public Health Control Measures and Timeframes:

Disease /agent	Example control measures	Initiation timeframe
Botulism	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within 24 hours of initial case identification
<i>E. coli</i> (STEC)	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within 3 days of initial case identification
Hepatitis A, Acute	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within 1 week of initial case identification
Measles	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within 24 hours of initial case identification
Meningococcal Disease	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within 24 hours of initial case identification
Tularemia	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within 48 hours b) within 48 hours of initial case identification

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 3

CENTRAL REGION
County
GILA
MARICOPA
PINAL
Tribal
GILA RIVER INDIAN COMMUNITY
NORTHERN REGION
County
APACHE
COCONINO
NAVAJO
YAVAPAI
Tribal
HOPI TRIBE
NAVAJO NATION
WHITE MOUNTIAN APACHE TRIBE
SOUTHERN REGION
County
COCHISE
GRAHAM
GREENLEE
PIMA
SANTA CRUZ
Tribal
PASCUA YAQUI TRIBE
SAN CARLOS APACHE TRIBE
TOHONO O'ODHAM NATION

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

WESTERN REGION
County
LA PAZ
MOHAVE
YUMA
Tribal
COCOPAH TRIBE
COLORADO RIVER INDIAN TRIBES
FORT MOJAVE INDIAN TRIBE
KAIBAB - PAIUTE TRIBE
QUECHAN TRIBE



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist
Gabriel Vigil

Emergency Preparedness Program

3. Delete in its entirety, Terms and conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and replace with the following:

Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Delete in its entirety, Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.13, Scrutinized Businesses.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist
Gabriel Vigil

PRICE SHEET

Fixed Price

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$175,104.66	\$175,104.66
Total			\$175,104.66

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A



Arizona Department of Health Services
Bureau of Public Health Emergency Preparedness
PHEP Cooperative Agreement Grant

Public Health Emergency Preparedness Deliverables

BP2
Budget Year 2013-2014



REGIONS

CENTRAL NORTHERN

SOUTHEASTERN

WESTERN

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

1. PROGRAM REQUIREMENTS:

1.1 Arizona follows the established Emergency Medical Services boundaries to identify regions. The four identified regions are Northern, Central, Southeastern, and Western Regions. See Appendix 3 for reference.

1.1.1 Central Region PHEP partners include: Gila County, Maricopa County, Pinal County, and Gila River Indian Community.

1.1.2 Northern Region PHEP partners include: Apache County, Coconino County, Navajo County, Yavapai County, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe.

1.1.3 Southeastern Region PHEP partners include: Cochise County, Graham County Greenlee County, Pima County, Santa Cruz County, Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’Odham Nation.

1.1.4 Western Region PHEP partners include: La Paz County, Mohave County, Yuma County, Cocopah Tribe, Colorado River Indian Tribes, Fort Mohave Indian Tribe, Kaibab – Paiute Tribe, and Quechan Tribe.

1.2 Partnership/Coalition Meetings (*Central, Northern, Southeastern, and Western Regions*)

The designated Public Health Emergency Coordinator or representative will attend ADHS Healthcare Coalition meetings within their region. These meetings will provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

1.3 Reporting

Progress on these deliverables, performance measures, and activities conducted with funds from this grant will be reported in a timely manner for the Mid-Year and end of year report. These documents will be submitted to ADHS.

1.4 Financial Requirements

1.4.1 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

1.4.2 Match Requirement

The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

1.4.3 Inventory

Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5000). Inventory list will be provided to ADHS.

1.4.4 Budget Spend Plan

Budget spend plans will be completed and submitted to ADHS after contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released.

1.4.5 Grant Activity Oversight

Maintain a full-time, part-time, or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities. Preparedness coordinator to have responsibility for oversight of all grant related activities. Cooperate and coordinate with ADHS in completing on- site visits pursuant to, and in compliance with Standard Operating Procedures for Sub-Recipient Monitoring.

1.4.6 Employee Certifications

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms must be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42

1.4.7 Activities and Purchases

Activities conducted under and purchases made with this award will be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 2 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this will be on a case by case basis and conducted by ADHS.

1.5 Exercises

1.5.1 Participate in the 2013-2014 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than September 6, 2013.

1.5.2 Support and participate in at least one ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2014.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

1.6 Corrective Actions

Track and manage corrective actions identified in responses and exercises. Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone, DSNS drill an executive summary and an IP must be provided to the ADHS SNS Coordinator.

1.7 Emergency Notification System

Provide ADHS with an updated “County/Tribal Public Health Emergency Contact Information Sheet. This should include contact information for the primary, secondary, and tertiary individual for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual’s name, non- emergency position title, office telephone number, mobile telephone number, home telephone number, and email address loaded into ADHS Health Service Portal by September 30.

2. CAPABILITIES:

2.1 Capability 1: Community Preparedness

Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community- based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following:

- 2.1.1 Support the development of public health, medical and mental/behavioral health systems that support recovery
- 2.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents
- 2.1.3 Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community’s health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals
- 2.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community
- 2.1.5 Identify those populations that may be at higher risk for adverse health outcomes
- 2.1.6 Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.1.7 Budget Period Short Term Goal:

2.1.7.1 Goal 1. The State in collaboration with emergency management and homeland security will disseminate the Jurisdictional risk assessment for evaluation and analysis regarding risks to the public health. Local and Tribal health will develop a regional approach to address planning gaps.

2.1.7.2 Goal 2. Review written plans to ensure that they include a policy and process to participate in existing (e.g., led by emergency management) or new partnerships representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings.

2.2 Capability 2: Community Recovery

2.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

2.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

2.2.3 Budget Period Short Term Goal:

Goal 1: Establish a statewide baseline for post-incident recovery and make recommendations for systemic improvement for the state of Arizona PHEP stakeholders by developing an assessment tool in order to evaluate healthcare system recovery, behavioral health care, and human services recovery needs, along with resource availability.

2.3 Capability 3: Emergency Operations Coordination

2.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.3.2 Budget Period Short Term Goal:

2.3.2.1 **Goal 1:** ADHS will acquire situational awareness information in order to determine if and to what extent Health Emergency Operations Center (HEOC) activation is necessary in order to provide a statewide public health common operating picture. This short-term goal will demonstrate the ability of the HEOC to collect the essential elements of information from the Local Health Departments.

2.3.2.2 **Goal 2:** WebEOC access and the application will be extended to the 15 local Health Departments and any Tribes who request access to the application. This short-term goal will be measured by the execution of the WebEOC application with statewide partners.

2.3.2.3 **Goal 3:** Sustain the Health Emergency Operating Center (HEOC) functionality by ensuring competency in staff assembly times, training, and job specific functions.

2.4 Capability 4: Emergency Public Information and Warning

2.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

2.4.2 Budget Period Short Term Goal:

2.4.2.1 **Goal 1:** Leverage existing technologies to communicate with and inform the response partners and the general public during operational exercises, on-going drills, and responses. This short term goal will be measured and tracked through the documentation of drills and through the qualitative and quantitative evaluation of exercises and responses in After Action Reports and Improvement Plans (AAR/IPs).

2.4.2.2 **Goal 2:** Sustain the ability of state, local, and healthcare facility public information officers to coordinate, develop, and disseminate public information through the conducting of and evaluation of at least one operational exercise. The ability of public information officers to determine the need for public information systems establish and participate in information systems, and establish avenues for public interaction and exchange will be quantitatively and qualitatively evaluated in the context of an AAR/IP.

2.5 Capability 5: Fatality Management

2.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders and survivors of an incident.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.5.2 Budget Period Short Term Goal:

- 2.5.2.1 **Goal 1.** Identify specific roles and support functions between Arizona Department of Health, county Public Health, law enforcement, medical examiners, and private sector partners during a Fatality Management response.
- 2.5.2.2 **Goal 2.** Coordinate between internal and external partners to facilitate access to resources when demand on local jurisdiction exceeds capacity to support fatalities from an incident. Ensure resource request are in accordance with public health jurisdictional standards and practices and as requested by lead jurisdictional authority. This will result in the development and implementation of resource request process.
- 2.5.2.3 **Goal 3.** Survey county and tribal partners to identify training in support of Fatality Management operations to include: mental/behavioral health services, death notification, relief to families, and spiritual care. Utilization of a survey prior to and post training will measure increased knowledge.

2.6 Capability 6: Information Sharing

- 2.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.
- 2.6.2 **Maintain or Have Access to a Notification System**
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners.
- 2.6.3 **Provide Emergency Notification System Contact Information and Participate in Bimonthly Communications Drills.**
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in Bimonthly Communication Drills. Drill results will be provided to ADHS after each drill.
- 2.6.4 **Budget Period Short Term Goal:**
 - 2.6.4.1 **Goal 1.** Conduct multi-jurisdictional and multi-disciplinary exchange of health related information and situational awareness with all County and Tribal and local ESF-8 partners statewide. This short-term goal will be measured by 8% increased membership to the interoperable communication systems such as the Health Alert Network.
 - 2.6.4.2 **Goal 2.** Disseminate accurate and appropriate information to the County and Tribal and local ESF-8 partners statewide. This goal will be measured by the development of an information generation/sharing protocol.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.7 Capability 7: Mass Care

2.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

2.7.2 Budget Period Short Term Goal:

2.7.2.1 **Goal 1.** Determine the jurisdictional public health roles and responsibilities in conjunction with Emergency Support Function 6, 8, and 11 partners. . Consolidation of information will result in the completion of a statewide plan that will support Mass care operations.

2.7.2.2 **Goal 2.** In conjunction with state and local partners, including emergency management and Red Cross collaborate to identify a tool for health screening of individuals during shelter operations. Some elements of the tool may be, immediate medical needs, mental health needs, sensory impairment or other disability, medication use, need for assistance with activities of daily living, and substance abuse. The outcome will be a recommendation to the Emergency Preparedness Task Force for inclusion in a standard operating procedure for the intake process during shelter operations and the clarification of the request process for needed supplies in support of shelter operations for access and functional needs..

2.8 Capability 8: Medical Countermeasure Dispensing

2.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

2.8.2 Budget Period Short Term Goal:

2.8.2.1 **Goal 1.** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for the rapid dispensing of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.8.2.2 **Goal 2.** Coordination between SNS Coordinator and epidemiological staff will streamline the incorporation of investigation data into the SNS request process.

2.8.2.2.1 Develop or Update Medical Countermeasure Dispensing Plans

Written plans should include: standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request, receive, distribute,

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

dispense, and manage medical countermeasures within 48 hours of request. Planning should include all memoranda of understandings or other letters of agreement with state/local/tribal partners; and written agreements (e.g., memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement) to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities. Update/ revise SNS Plans based upon training improvements, quarterly meeting notes, identified threats and regional risk assessments, partner involvement and post plans onto ADHS Health Service Portal.

2.9 Capability 9: Medical Materiel Management & Distribution

2.9.1 **Definition:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

2.9.2 Budget Period Short Term Goal:

2.9.2.1 **Goal 1:** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for Medical Materiel Management and Distribution of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.9.2.2 **Goal 2:** Collaborate with the Arizona Board of Pharmacy (AZBP) to develop a query protocol of pharmacies during a public health emergency. The protocol will support ADHS in determining the current standard inventory of medical countermeasures and will allow for streamlined request of medical countermeasures. By the end of BP2, the protocol will be an annex to ADHS SNS Plan.

Participate in Inventory Management System quarterly drills in support of medical material management and distribution of medical countermeasures.

2.9.3 Drill Requirement

Each County will conduct at least two different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January 10, 2014 and April 25, 2014 respectively.

2.9.3.1 Staff notification, acknowledgement and assembly

2.9.3.2 Site activation: notification, acknowledgement and assembly

2.9.3.3 Facility Setup

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.9.3.4 Pick List Generation

2.9.3.5 Dispensing Throughput

2.9.4 Cities Readiness Initiative (CRI) Drill Requirement

Each CRI will conduct at least three different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January, 10, 2014, and April 25, 2014 respectively.

2.9.4.1 Staff notification, acknowledgement and assembly

2.9.4.2 Site activation: notification, acknowledgement and assembly

2.9.4.3 Facility Setup

2.9.4.4 Pick List Generation

2.9.4.5 Dispensing Throughput

2.9.4.6 Public Health Decision Making Tool

2.10 Capability 10: Medical Surge

2.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

2.10.2 Budget Period Short Term Goal:

2.10.2.1 **Goal 1.** Coordinate jurisdiction's healthcare response through the collection and analysis of health data to define the needs of the incident and available healthcare staffing and resources. This will be measured by the results of monthly communication drills, and expansion of data being requested during Medical Surge exercises/operations.

2.10.2.2 **Goal 2.** As part of the regional Health Care Coalitions, help define public health role and the processes to obtain information relating to situational awareness in support of medical surge operations. This process will be tested in exercises during BP2.

2.11 Capability 11: Non-Pharmaceutical Interventions

2.11.1 **Definition:** Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2.11.1.1 Isolation and quarantine

2.11.1.2 Restrictions on movement and travel advisory/warnings

2.11.1.3 Social distancing

2.11.1.4 External decontamination

2.11.1.5 Hygiene

2.11.1.6 Precautionary protective behaviors

2.11.2 Budget Period Short Term Goal:

2.11.2.1 **Goal 1.** Maintain and enhance existing plans to address NPIs for multiple incidents. Communication plans will be updated and/or maintained to share intervention activities with partners and the public. Plans will also include processes to address vulnerable populations as well as procedures to enable the scalable implementation of the intervention

2.12 Capability 13: Public Health Surveillance and Epidemiological Investigation

2.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners should maintain the capacity for surveillance, investigation, and control of infectious diseases and public health incidents. Partners should work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans should include processes and protocols to gather and analyze data from reportable condition surveillance (i.e., conditions for which jurisdictional law mandates name-based case reporting to public health agencies). Jurisdictions should plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

2.12.2 Participate in State Testing of the Communicable Disease On-call System

Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

- 2.12.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings. Arizona utilizes MEDSIS to conduct reportable disease surveillance.
- 2.12.4 Conduct Outreach to Delayed Reporters**
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting.
- 2.12.5 Participate in Epidemiology Trainings and Exercises**
Jurisdictions shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least 10 out of 12), "How to" Presentations (at least 80%) and the Arizona Infectious Disease Training and Exercise. Attendance will be monitored by ADHS for use in grant reporting.
- 2.12.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**
Investigation actions should include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation.
- 2.12.7 Report All Identified Outbreaks Within 24 Hours**
Jurisdictions shall Report all of identified outbreaks to ADHS within 24 hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum, include the information identified in Appendix 1.
- 2.12.8 Submit Outbreak Summaries to ADHS**
Outbreak summaries must be submitted to ADHS within 30 days of outbreak closure for all outbreaks investigated.
- 2.12.9 Initiate Control Measures within the Appropriate Timeframe**
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 for details related to control measure initiation and selected diseases.
- 2.12.10 Develop a plan to address and/or identify non-reporters**
Local jurisdictions shall develop a brief plan to identify non-reporters and provide outreach to these reporters. (i.e., review all healthcare facilities in the jurisdiction and cross-check with cases reported in MEDSIS to identify non-reporters.)
- 2.12.11 Complete monthly performance measure report form**
Jurisdictions shall complete the monthly PHEP performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting and monitoring outbreaks in

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting.

2.12.12 Budget Period Short Term Goal:

2.12.12.1 **Goal 1.** Maintain and enhance public health informatics infrastructure, including the state- wide electronic disease reporting system (MEDSIS), electronic laboratory reporting and syndromic surveillance systems to allow state and local-level epidemiologists to better collect data, track health events and analyze disease trends. This goal will be measured by the number of reports generated using the various surveillance systems, the integration of a new outbreak module into MEDSIS and the increase in the number of laboratories reporting electronically to ADHS.

2.12.12.2 **Goal 2.** Create and maintain protocols for investigation and communication and provide monthly trainings to improve the ability of health departments in Arizona to identify outbreaks and determine the source of infection or exposure. Goal measured by the number of trainings held throughout the grant period, the number of investigations initiated and by the percent of epidemiologists meeting CSTE Epidemiology Tier 1 core competencies.

2.13 Capability 14: Responder Safety and Health

2.13.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

2.13.2 Budget Period Short Term Goal:

2.13.2.1 **Goal:** Conduct gap assessment to determine the percent of healthcare coalitions that have systems and processes in place to preserve healthcare system functions to protect the coalition member employees (including non-healthcare).

2.14 Capability 15: Volunteer Management

2.14.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

2.14.2 Budget Period Short Term Goal:

2.14.2.1 **Goal:** Enhance the Volunteer Response Program for the members of the Healthcare Coalitions and volunteer organizations by developing updated plans, guidelines, forms and training as well as promote the utilization of the State Volunteer Management System (ESAR-VHP) at the local level to increase the credentialed volunteer database by 8%. The outcome will be measured by

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

increased revised/updated plans, new standard operating procedures, and forms for healthcare coalitions, ESF 8 partners, and local volunteer organizations for volunteer management and increased utilization of the AZ ESAR-VHP database for all volunteer organizations in Arizona.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

Table 1- Deliverables “At a Glance”

PROGRAM REQUIREMENTS APPLICABLE TO ALL PARTNERS	
1	Partnership/Coalition Meetings Attendance: Designated PHEP Coordinator or representative will attend meetings within their region
2	Reporting: Mid-Year and End of Year Reports
3	Financial Requirements: Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Activities and Purchases
4	Exercises: Participate in the 2013-2014 ADHS Training and Exercise Plan Workshop, Provide ADHS agency specific HSEEP TEP no later than September 6, 2013
5	Exercises: Conduct and Participate in at least one ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health.
6	Exercises: Submit at Least One After Action Report from HSEEP Compliant Exercise or Real Event to ADHS by June 10, 2014
7	Corrective Actions: Develop and maintain Tracking Tool for AAR/IPs
GOALS/OBJECTIVES	
1	Community Preparedness: Local and Tribal health will develop a regional approach to address planning gaps identified
	Community Preparedness: Review/update written plans to ensure they include policy and process to participate in partnerships representing at least the 11 identified community sectors
2	Community Recovery: Evaluate healthcare system, behavioral health care and human services recovery needs, along with resource availability.
3	Emergency Operations Coordination: Local Health Departments gain access to WebEOC for their identified key staff
4	Emergency Public Information: Conduct regularly scheduled, ongoing communications drills with ADHS to ensure equipment and staff are ready for real-world responses
5	Fatality Management: Identify specific roles and functions during a Fatality Management response
6	Information Sharing: Provide Emergency Notification System Contact Information and Participate in System Tests
7	Mass Care: Identify Local Health roles and responsibilities to provide health services, and shelter services during a mass care incident

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

8	Medical Countermeasure Dispensing: Meet with ADHS SNS Coordinator quarterly to review Medical Countermeasure Dispensing Plans for the alignment of State and Local deployment of medical countermeasures
	Medical Countermeasure Dispensing Drills Non-CRI: Each County conduct at least two different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
	Medical Countermeasure Dispensing CRI: Cities Readiness Initiative (CRI) Drill requirement, Each County conduct at least three different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
9	Medical Materiel Management & Distribution: Participate in ADHS quarterly inventory Management System drills
10	Medical Surge: Participate in ADHS monthly communication drills with healthcare system partners
10	Medical Surge: Assist Coalition in developing processes for obtaining coalition-level situational awareness
11	Non-Pharmaceutical Interventions: Review plans to ensure the address NPIs for multiple incidents, updated plans as required to share intervention activities with partners and the public
13	Public Health Surveillance and Epidemiological Investigation: Participate in State testing of the communicable disease on-call system- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
	Public Health Surveillance and Epidemiological Investigation: Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Participate in at least 80% of the Epidemiological Surveillance and Capacity meetings
	Public Health Surveillance and Epidemiological Investigation: Conduct investigations of reported urgent diseases and public health incidents.
	Public Health Surveillance and Epidemiological Investigation: Report All Identified Outbreaks within 24 Hours (see Appendix 1)

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

	Public Health Surveillance and Epidemiological Investigation: Submit Outbreak Summaries to ADHS (within 30 Days of Outbreak Closure for all Outbreaks Investigated)
	Public Health Surveillance and Epidemiological Investigation - Mitigation Actions: Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)
14	Responder Safety and Health: Complete a gap assessment survey to identify system and processes in place to preserve and maintain healthcare system functions and provide an inventory of Personal Protective Equipment.
15	Volunteer Management: Complete a volunteer needs assessment provided by ADHS which will include, identification of situations that would necessitate the need for volunteers in healthcare organizations, estimations of the anticipated volunteers, resource needs, identification of the health professional roles and known liability issues.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

Outbreak Reporting Table – July 1, 2013-June 30, 2014:

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 2

1. Initiation of control measures can include:
 - 1.1 Initiation of an appropriate control measure
 - 1.2 A recommendation for initiation of a control measure
 - 1.3 A decision not to initiate or recommend a control measure
 - 1.4 Documented inability to initiate a control measure despite an effort to do so

2. Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

Public Health Control Measures and Timeframes:

Disease /agent	Example control measures	Initiation timeframe
Botulism	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within 24 hours of initial case identification
<i>E. coli</i> (STEC)	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within 3 days of initial case identification
Hepatitis A, Acute	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within 1 week of initial case identification
Measles	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within 24 hours of initial case identification
Meningococcal Disease	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within 24 hours of initial case identification
Tularemia	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within 48 hours b) within 48 hours of initial case identification

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 3

CENTRAL REGION
County
GILA
MARICOPA
PINAL
Tribal
GILA RIVER INDIAN COMMUNITY
NORTHERN REGION
County
APACHE
COCONINO
NAVAJO
YAVAPAI
Tribal
HOPI TRIBE
NAVAJO NATION
WHITE MOUNTIAN APACHE TRIBE
SOUTHERN REGION
County
COCHISE
GRAHAM
GREENLEE
PIMA
SANTA CRUZ
Tribal
PASCUA YAQUI TRIBE
SAN CARLOS APACHE TRIBE
TOHONO O'ODHAM NATION

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A

WESTERN REGION

County

LA PAZ

MOHAVE

YUMA

Tribal

COCOPAH TRIBE

COLORADO RIVER INDIAN TRIBES

FORT MOJAVE INDIAN TRIBE

KAIBAB - PAIUTE TRIBE

QUECHAN TRIBE



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **3**

Procurement Specialist
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- Effective July 1, 2012, replace the Price Sheet, Page Two (2), of Amendment Two (2), with the Price Sheet, of this Amendment Three (3), Page Two (2). The total Price Sheet, effective with this Amendment Three (3), is \$166,738.00.
- Effective July 1, 2012, replace Attachment A, of the original Contract, Pages Fifteen (15) through Twenty (20), with Attachment A, Pages Three (3) through Fifteen (15), of this Amendment Three (3).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Gila County Health and Emergency Services
Contractor Name

5515 S. Apache Ave, Suite 400
Address

Globe AZ 85501
City State Zip

Contractor Authorized Signature

Tommie C. Martin

Printed Name

Chairman, Board of Supervisors

Title

10/9/12

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

10/9/2012
Signature Date

Bryan B. Chambers
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 25th day of October 2012

Procurement Officer

Attorney General Contract No P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

10-22-12
Signature Date

Assistant Attorney General

Printed Name: Laura Flores

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No. 3	Procurement Specialist Cindy Sullivan

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$166,738.00	\$ 166,738.00
Total			\$ 166,738.00

FY 12-13

Public Health Emergency Preparedness Deliverables

BP1 Budget Year 2012-2013

Tier Definitions¹

Tier I:
Allocation of
\$300,000.00 and up

Tier II:
Allocation of
\$150,000.00 to \$299,999.99

Tier III:
Allocation of
\$50,000.00 to \$149,999.99

Tier IV:
Allocation of
\$0.01 to \$49,999.99

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

A. PROGRAM REQUIREMENTS:

1. Partnership/Coalition Meetings (*Northern, Central, Western, and Southern Regions*):
The designated Public Health Emergency Coordinator or representative shall attend ADHS Healthcare Coalition meetings within their region. These meetings shall provide an opportunity for collaboration with healthcare facilities, County, State, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
2. Reporting
Progress on these deliverables, performance measures and activities conducted with funds from this Grant shall be reported in a timely manner for the Mid-Year and end of year report. These documents shall be submitted to ADHS.
3. Financial Requirements
 - 3.1 Performance: Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards;
 - 3.2 Match Requirement: The PHEP award requires a 10% "in-kind" or "soft" match from all the Grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding;
 - 3.3 Inventory: Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5,000). Inventory list shall be provided to ADHS;
 - 3.4 Budget Spend Plan: Budget spend plans shall be completed and submitted to ADHS after Contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released;
 - 3.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all Grant related activities;
 - 3.6 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms shall be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42; and
 - 3.7 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 shall be completed. Approval for this shall be on a case by case basis and conducted by ADHS.
4. Exercises
 - 4.1 Participate in the 2012-2013 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2012; and

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A

4.2 Support and participate in at least two (2) ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2013.

5. Corrective Actions:

Track and manage corrective actions identified in responses and exercises. Ensure after action reports AAR and IP are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone DSNS drill an executive summary and an IP shall be provided to the ADHS SNS Coordinator.

6. Emergency Notification System

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This shall include contact information for the primary, secondary and tertiary individual for the Public Health Incident Management System (eg Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

B. CAPABILITY REQUIREMENTS:

1. Capability 1: Community Preparedness

1.1 Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover in both the short and long terms from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, State, local, and territorial, public health's role in community preparedness is to do the following:

1.1.1 Conduct a Jurisdictional Risk Assessment: The jurisdictional risk assessment, at a minimum, shall address:

1.1.1.1 Organization objectives and priorities for response based on the Hazard Vulnerability Assessment and Risk assessment,

1.1.1.2 Include the needs of at-risk and vulnerable individuals,

1.1.1.3 Identify priority healthcare assets and essential services,

1.1.1.4 Estimates of anticipated number of casualties that contribute to surge and fatality management planning,

1.1.1.5 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities,

1.1.1.6 Potential hazards, vulnerabilities, and risks in the community related to the public health, medical, and mental/behavioral health systems,

1.1.1.7 The relationship of these risks to human impact, interruption of public health, medical, and mental/behavioral health services, and

1.1.1.8 The impact of those risks on public health, medical, and mental/behavioral health infrastructure.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

2. Capability 5: Fatality Management

- 2.1 Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident; and
- 2.2 Develop/Update Written Plans to Include: Processes and protocols developed in conjunction with jurisdictional mental/behavioral health partners to identify services to provide to survivors after an incident involving fatalities. Written plans shall include a contact list of pre-identified resources that shall provide mental/behavioral health support to responders and families according to the incident. Consideration shall be given to the inclusion of the following elements:
 - 2.2.1 Mental/behavioral health professionals,
 - 2.2.2 Spiritual care providers,
 - 2.2.3 Hospices,
 - 2.2.4 Translators, and
 - 2.2.5 Embassy and Consulate representatives when international victims are involved.

3. Capability 6: Information Sharing

- 3.1 Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, State, County, local, territorial, and tribal levels of government, and the private sector;
- 3.2 Written plans shall include a protocol for the development of public health alert messages that include the following elements:
 - 3.2.1 Time sensitivity of the information,
 - 3.2.2 Relevance to public health,
 - 3.2.3 Target audience,
 - 3.2.4 Security level or sensitivity,
 - 3.2.5 The need for action may include:
 - 3.2.5.1 Awareness,
 - 3.2.5.2 Request a response back, and
 - 3.2.5.3 Request that specific actions be taken.
- 3.3 Maintain or Have Access to a Notification System
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners
- 3.4 Provide Emergency Notification System Contact Information and Participate in System Tests
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in system tests twice a year. Test results shall be provided to ADHS.

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

4. Capability 8: Medical Countermeasure Dispensing

4.1 Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures including, but not limited to, vaccines, antiviral drugs, antibiotics, and antitoxin in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

4.2 Develop or Update Medical Countermeasure Dispensing Plans

Written plans shall include: Standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request additional medical countermeasures, including memoranda of understanding or other letters of agreement with State/local partners; and written agreements, for example, memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities.

4.3 Cities Readiness Initiative (CRI) Drill Requirement

Conduct at least three (3) different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan shall be submitted for each drill. One (1) of the three (3) drills shall be the ADHS Sponsored DSNS Inventory Resource Management System drill. Jurisdictions shall provide ADHS with the Target Metrics by January 13, 2013 and June 15 2013 respectively. The remaining two (2) drills, which shall be completed by June 30, 2013, can be selected from the listing below:

4.3.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.3.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.3.3 Staff Notification, Acknowledgement and Assembly, and

4.3.4 Resource Allocation game.

4.4 Drill Requirement

Tier I and Tier II jurisdictions are required to participate in the ADHS Sponsored DSNS Inventory Resource Management System Drill. These public health jurisdictions shall also conduct at least one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS. This drill may be conducted in conjunction with a larger exercise or on its own. The associated data tool shall be completed and provided to ADHS by June 30 2013, selected from the listing below:

4.4.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.4.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.4.3 Staff Notification, Acknowledgement and Assembly, or

4.4.4 Resource Allocation game.

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT Attachment A
--	---

4.5 Drill Requirement

Tier III partners that plan to establish point(s) of dispensing in an emergency, shall conduct one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS by October 9, 2012. One (1) of the following drills shall be performed:

- 4.5.1 Dispensing through-put data collection,
- 4.5.2 Decision Making Assessment Tool,
- 4.5.3 Facility Set Up, or
- 4.5.4 Pick List Generation.

5. Capability 10: Medical Surge

5.1 Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised; and

5.2 Written Plans in Support of Medical Surge will be Developed or Updated
 Plans shall include: documentation of staff assigned (and training in advance) to fill public health incident management roles as applicable to a given response; process to engage in healthcare coalitions and understand the role that each coalition partner shall play, to obtain situational awareness; documentation of process or protocol for how the health agency shall access volunteer resources through the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and the Medical Reserve Corps program of credentialed personnel available for assistance during an incident.

6. Capability 13: Public Health Surveillance and Epidemiological Investigation

6.1 Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners shall maintain the capacity for surveillance, investigation and control of infectious diseases and public health incidents. Partners shall work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information shall meet applicable patient privacy-related laws and standards, including State or territorial laws.

These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans shall include processes and protocols to gather and analyze data from reportable condition surveillance including, but not limited to, conditions for which jurisdictional law mandates name-based case reporting to public health agencies. Jurisdictions shall plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

6.2 Participate in State Testing of the Communicable Disease On-call System
 Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests;

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A

- 6.3 **Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. Arizona utilizes MEDSIS to conduct reportable disease surveillance;
 - 6.4 **Conduct Outreach to Delayed Reporters**
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting;
 - 6.5 **Validate Communicable Disease Reporting**
Jurisdictions shall validate communicable disease reporting using hospital discharge and mortality surveillance databases. Jurisdictions shall follow up with non-reporters identified and develop educational plans to address any reporting gaps identified;
 - 6.6 **Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**
Investigation actions shall include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation;
 - 6.7 **Report All Identified Outbreaks Within 24 Hours**
Jurisdictions shall Report all identified outbreaks to ADHS within twenty-four (24) hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum include the information identified in Appendix 1 of Attachment A;
 - 6.8 **Submit Outbreak Summaries to ADHS**
Outbreak summaries shall be submitted to ADHS within thirty (30) days of outbreak closure for all outbreaks investigated; and
 - 6.9 **Initiate Control Measures within the Appropriate Timeframe**
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 of Attachment A for details related to control measure initiation and selected diseases.
7. **Capability 15: Volunteer Management**
- 7.1 **Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance;**
 - 7.2 **Develop/Update Volunteer Management Plans**
Written plans shall address anticipated volunteer needs in response to incidents, situations identified in the jurisdictional risk assessment including the following elements:
 - 7.2.1 Identification of functional roles,
 - 7.2.2 Skills, knowledge, or abilities needed for each volunteer task or role,
 - 7.2.3 Description of when the volunteer actions shall happen,
 - 7.2.4 Identification of jurisdictional authorities that govern volunteer liability issues and scope of practice,
 - 7.2.5 Written plans shall include Memoranda of understanding or other letters of agreement with jurisdictional volunteer sources

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

7.2.6 Partnership agreements shall include plans for the following:

- 7.2.6.1 Partner organizations' promotion of public health volunteer opportunities,
- 7.2.6.2 Referral of all volunteers to register with jurisdictional Medical Reserve Corps and/or ESAR-VHP,
- 7.2.6.3 Policies for protection of volunteer information, including destruction of information when it is no longer needed,
- 7.2.6.4 Liability protection for volunteers,
- 7.2.6.5 Efforts to continually engage volunteers through routine community health activities, and
- 7.2.6.6 Documentation of the volunteer's affiliations at local, State, and federal levels, and provision for registered volunteer identification cards denoting volunteers' area of expertise.

Table 1- Deliverables “At a Glance”

	PROGRAM REQUIREMENTS for BP1	Tier 1	Tier 2	Tier 3	Tier 4
1	Partnership/Coalition Meetings Attendance	X	X	X	X
2	Reporting: Mid-Year and End of Year Reports	X	X	X	X
3	Financial Requirements: Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Alignment of Activities and Purchases	X	X	X	X
4	Exercises: Participate in the 2012-2013 ADHS Training and Exercise Plan Workshop	X	X	X	X
5	Exercises: Conduct and Participate in ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health for a Minimum of Two (2) Exercises.	X	X	X	X
6	Exercises: Submit at Least One (1) After Action Report from HSEEP Compliant Exercise or Real Event	X	X	X	
7	Corrective Actions: Develop and maintain Tracking Tool for AAR/IPs	X	X	X	X
	CAPABILITY REQUIREMENTS	Tier 1	Tier 2	Tier 3	Tier 4
8	Community Preparedness: Submit Jurisdictional Risk Assessment	X	X	X	X
9	Fatality Management: Develop/Update Written Plans	X	X	X	X
10	Information Sharing: Develop/Update Written Plans to Exchange Information to Determine a Common Operating Picture	X	X	X	X
11	Information Sharing: Maintain or Have Access to a Notification System	X	X	X	X
12	Information Sharing: Provide Emergency Notification System Contact Information and Participate in System Tests.	X	X	X	
13	Medical Countermeasure Dispensing: Develop or Update Medical Countermeasure Dispensing Plans	X	X	X	X
14	Medical Countermeasure Dispensing: Cities Readiness Initiative (CRI) Drill requirement	X			

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

15	Medical Countermeasure Dispensing: Drill Requirement	X	X	X	
16	Medical Surge: Written Plans in support of Medical Surge shall be developed or updated	X	X		
17	Public Health Surveillance and Epidemiological Investigation: Participate in State testing of the communicable disease on-call system- Counties Only	X	X	X	
18	Public Health Surveillance and Epidemiological Investigation: Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually	X	X	X	
19	Public Health Surveillance and Epidemiological Investigation: Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only	X			
20	Public Health Surveillance and Epidemiological Investigation: Validate Communicable Disease Reporting using Hospital Discharge and Mortality Databases- Counties Only	X	X		
21	Public Health Surveillance and Epidemiological Investigation: Conduct investigations of reported urgent diseases and public health incidents.	X	X	X	X
22	Public Health Surveillance and Epidemiological Investigation : Report All Identified Outbreaks within twenty-four (24) Hours (see Appendix 1)	X	X	X	
23	Public Health Surveillance and Epidemiological Investigation: Submit Outbreak Summaries to ADHS (within thirty (30) Days of Outbreak Closure for all Outbreaks Investigated)	X	X	X	

Contract Number	INTERGOVERNMENTAL AGREEMENT				
ADHS12-007886	Attachment A				

24	Public Health Surveillance and Epidemiological Investigation - Mitigation Actions: Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)	X	X	X	
25	Volunteer Management: Develop/Update Volunteer Management Plan	X	X	X	X

Contract Number	INTERGOVERNMENTAL AGREEMENT Attachment A
ADHS12-007886	

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

Outbreak Reporting Table – July 1, 2012-June 30, 2013:

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

APPENDIX 2

- Initiation of control measures can include:
 - Initiation of an appropriate control measure
 - A recommendation for initiation of a control measure
 - A decision not to initiate or recommend a control measure
 - Documented inability to initiate a control measure despite an effort to do so

- Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

Public Health Control Measures and Timeframes:

Disease /agent	Example control measures	Initiation timeframe
Botulism	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within twenty-four (24) hours of initial case identification
<i>E. coli</i> (STEC)	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within three (3) days of initial case identification
Hepatitis A, Acute	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within one (1) week of initial case identification
Measles	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within twenty-four (24) hours of initial case identification
Meningococcal Disease	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within twenty-four (24) hours of initial case identification
Tularemia	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within forty-eight (48) hours b) within forty-eight (48) hours of initial case identification

HHP11



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 2

Procurement Specialist
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 Replace Price Sheet, Page Fourteen (14), of the original Agreement, with Price Sheet, Amendment Two (2), Page Two (2). The effective date of the amended Price Sheet is August 31, 2011, which reflects a total of \$239,056 00 The increase is a result of the carryover of funds in the amount of \$83,800.00

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services
Contractor Name

5515 S. Apache Ave, Suite 400
Address

Globe AZ 85501
City State Zip

CONTRACTOR SIGNATURE

[Handwritten Signature] 5/22/12
Contractor Authorized Signature

Tommie C. Martin

Printed Name

Chairman, Gila County Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

[Handwritten Signature] 5 22 2012
Signature Date

Bryan Chambers, Chief Deputy County Attorney
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory
State of Arizona

Signed this 11th day of June 2012

[Handwritten Signature]
Procurement Officer

Attorney General Contract No P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

[Handwritten Signature] 6-7-12
Signature Date

Assistant Attorney General
Printed Name: Jordan T. Ellet

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W Adams Room 303
Phoenix, Arizona 85007
(602) 542-1640
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 2

Procurement Specialist
Cindy Sullivan

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$239,056 00	\$ 239,056 00
Total			\$ 239,056.00

FY 11-12



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 1

Procurement Specialist
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 Effective August 31, 2011, replace Attachment A, Section 3, Activities, Pages Eighteen (18) through Twenty (20), of the original Agreement, with Attachment A, Section 3, Activities, Pages Two (2) through Three (3) of Amendment One (1).

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services

Contractor Name

5515 S. Apache Ave, Suite 400

Address

Globe AZ 85501

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S 35-391 06 and A.R.S. 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Tommie C. Martin, Chairman

Printed Name

Gila County Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Date

Bryan Chambers, Chief Deputy County

Printed Name Attorney

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 7th day of February 2012

Procurement Officer

Attorney General Contract No PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Assistant Attorney General

Printed Name:

Saida T. Ellel

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT Attachment A		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No 1	Procurement Specialist Cindy Sullivan

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

3.1.3 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.4 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

Epidemiology

3.1.5 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed.

3.1.6 CIFOR Evaluation: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.7 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT Attachment A		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886	Amendment No 1	Procurement Specialist Cindy Sullivan

3.2 Tiers I & II Partners

Epidemiology

- 3.2.1 Communicable Disease Reporting: (County Only) Percent of infectious disease reports entered into MEDSIS by county health department staff within three business days of receiving report Goal: Fifty percent or more
- 3.2.2 Communicable Disease Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, responses with epidemiologist involvement for and average time from initiation of investigation to recommendation of interventions in suspected outbreaks; suspect cases of select agents, measles, meningococcal disease, shiga toxin-producing *E. coli*, and hepatitis A; and non-communicable disease incidents
- 3.2.3 Registry Planning: Develop a plan for initiating a registry, including plans for exchanging information between health care facilities and a registry, during an emergency that involves within jurisdiction mass evacuation
- 3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.
- 3.2.5 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers

3.3 Tier I Partners

Epidemiology

- 3.3.1 Communicable Disease Reporting Validation: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide reporting gaps identified
- 3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving activation of a registry during a mass evacuation.
- 3.3.3 Planning: (County Only) Develop a written protocol on the use of mortality data for the surveillance of major causes of morbidity and mortality due to reportable conditions.
- 3.3.4 Gap Assessment: (County Only): Develop a plan to address any gaps found in the assessment of communicable disease communications to health care providers conducted during BP10X

ORIGINAL CONTRACT



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness Begin Date: 8/31/11

Geographic Service Area: Arizona Termination Date: 8/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract from the effective date of the Amendment, as if fully set out herein.

Form containing contract details, signatures, and legal disclaimers. Includes sections for Contractor Signature, Contractor Attorney Signature, and Arizona Department of Health Services signature.

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

- 1 Definition of Terms. As used in this Contract, the terms listed below are defined as follows:
- 1 1 "Attachment" means any document attached to the Contract and incorporated into the Contract
 - 1 2 "ADHS" means Arizona Department of Health Services
 - 1 3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended
 - 1 4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract
 - 1 5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law
 - 1 6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract
 - 1 7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services
 - 1 8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS
 - 1 9 "Days" means calendar days unless otherwise specified
 - 1 10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable
 - 1 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
 - 1 12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property
 - 1 13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract
 - 1 14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State
 - 1 15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor
 - 1 16 "Subcontract" means any contract, express 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 this Contract
 - 1 17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
---	---

2 Contract Type.

This Contract shall be: (check one)

- Fixed Price
- Cost Reimbursement
- Not to Exceed

3 Contract Interpretation.

- 3.1 Arizona Law The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona
- 3.2 Implied Contract Terms 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
- 3.3 Contract Order of Precedence 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:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents
- 3.4 Relationship of Parties 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
- 3.5 Severability 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
- 3.6 No Parole Evidence. This 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
- 3.7 No Waiver. 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
- 3.8 Headings Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

4 Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

- 4 3 New Budget Term If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4 4 Non-Discrimination 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.
- 4 5 Records and Audit Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4 6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4 6 1 Federal Funding Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4 6 2 State Funding Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4 7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4 8 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4 9 Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4 10 Property of the State
 - 4 10 1 Equipment Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4 10 2 Title and Rights to Materials As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

- 4 11 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, 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. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.
- 4 12 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4 13 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

5 **Costs and Payments**

- 5 1 Payments. 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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5 2 Recoupment of Contract Payments
 - 5 2 1 Unearned Advanced Funds Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5 2 2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5 2 3 Refunds Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4 2 1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5 2 2, Contracted Services.
 - 5 2 4 Unacceptable Expenditures The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5 3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5 4 Applicable Taxes

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

5 4 1 State and Local Transaction Privilege Taxes 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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5 4 2 Tax Indemnification The 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 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.

5 4 3 IRS W9 Form In order to receive payment under any resulting Contract, the Contractor shall have a current IRS W9 Form on file with the State of Arizona.

5 5 Availability of Funds for the Next Fiscal Year Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5 6 Availability of Funds for the Current Contract Term Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS.

5 6 1 Accept a decrease in price offered by the Contractor,

5 6 2 Reduce the number of goods or units of service and reduce the payments accordingly;

5 6 3 Offer reductions in funding as an alternative to Contract termination; or

5 6 4 Cancel the Contract.

6 Contract Changes

6 1 Amendments, Purchase Orders and Change Orders 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6 2 Subcontracts The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6 3 Assignments and Delegation 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.

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

7 Risk and Liability

7 1 Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7 2 Mutual Indemnification 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.

7 3 Indemnification - Patent and Copyright To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7 4 Force Majeure.

7 4 1 Liability and Definition 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire, flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7 4 2 Exclusions Force Majeure shall not include the following occurrences:

7 4 2 1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7 4 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

7 4 2 3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

7 4 3 Notice 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7 4 4 Default 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

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

that, such delay or failure is caused by force majeure

7 5 Third Party Antitrust Violations 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 for or toward the fulfillment of this Contract

8 **Description of Materials** The following provisions shall apply to Materials only:

8 1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8 2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8 2 1 Of a quality to pass without objection in the Contract description;

8 2 2 Fit for the intended purposes for which the Materials are used;

8 2 3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8 2 4 Adequately contained, packaged and marked as the Contract may require; and

8 2 5 Conform to the written promises or affirmations of fact made by the Contractor

8 3 Inspection/Testing Subparagraphs 8 1 through 8 2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8 4 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.

8 5 Survival of Rights and Obligations After Contract Expiration and Termination.

8 5 1 Contractor's Representations All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 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

8 5 2 Purchase Orders and Change Orders Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9 **State's Contractual Remedies**

9 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

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

9.2 Stop Work Order

9.2.1 Terms 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 a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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.

9.2.2 Cancellation or Expiration 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.

9.3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10 Contract Termination

10.1 Cancellation for Conflict of Interest 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.

10.2 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, securing the Contract or an Amendment to the Contract, or receiving 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.

10.3 Suspension or Debarment The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4 Termination Without Cause

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
--	---

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11 **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12 **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13 **Client Grievances.** If applicable, the Contractor and its subcontractors shall use a procedure through which

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
---	---

clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

- 14 **Sovereign Immunity** Pursuant to A R S § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit
- 15 **Fingerprint and Certification Requirements/Juvenile Services.**

15 1 Paid and Unpaid Personnel The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

- 16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached

- 17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

18 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

- 19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
--	--

A. Background

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.

B. Objective

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

C. Scope of Work

The Contractor shall:

- 1 The Scope of Work can be found in the following Tasks. In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein. Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

D. Tasks

The Contractor shall:

- 1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;
- 2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;
- 4 Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;
- 6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and
- 7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal. The Contractor shall submit the completed Budget on or before

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
--	--

a date determined annually by the CDC and the State. The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area. Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

E. Annual Performance Requirements

The Contractor shall perform the requirements in Attachment A.

F. Deliverables

The Contractor shall:

1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
2. Provide an annual budget with all federal funding documentation required;
3. Provide Annual Performance Requirements as listed and distributed annually. See Attachment A; and
4. Be prepared to open their Emergency Operations Centers for all designated emergencies.

G. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue, #150
Phoenix, AZ 85007

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health and Emergency Services
5515 S Apache Ave, Suite 400
Globe, AZ 85501
Attn: Leana Asberry
Phone: 928-402-8806
lasberry@co.gila.az.us

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
--	--

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	\$ 155,256.00
Total			\$ 155,256.00

FY 11-12

County and Tribal Public Health Emergency Preparedness Deliverables

BP11
Budget Year 2011-2012

Tier Definitions¹

Tier I:
Allocation of
\$300,000.00 and up

Tier II:
Allocation of
\$150,000.00 to \$299,999.99

Tier III:
Allocation of
\$50,000.00 to \$149,999.99

Tier IV:
Allocation of
\$0.01 to \$49,999.99

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A

1. EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS

Report on the following performance measures in the semi-annual and annual progress reports.
 Note: the CDC performance measures below are the same for the State and local level.

Emergency Notification System Maintenance
Tiers I, II & III shall:

- 1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).
- 1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

- 1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

PERCENT CONTACTED: The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:

- 1. 0.00 to 15.00 minutes
- 2. 15.00 to 30.00 minutes
- 3. 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

NOTIFICATION TIME: The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

REPORT TIME: The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT Attachment A
--	---

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

2. EXERCISES AND IMPROVEMENTS

2.1 Tier I Partners

- 2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;
- 2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;
- 2.1.3 Conduct a minimum of three (3) different DSNS drills One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively
 - 2.1.3.1 Dispensing through-put data collection
 - 2.1.3.2 Decision Making Assessment Tool
 - 2.1.3.3 Facility Set Up
 - 2.1.3.4 Pick List Generation
- 2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.
- 2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.2 Tier II Partners

- 2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.
- 2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.
 - 2.2.2.1 Dispensing through-put data collection
 - 2.2.2.2 Decision Making Assessment Tool
 - 2.2.2.3 Facility Set Up
 - 2.2.2.4 Pick List Generation
- 2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings
- 2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT Attachment A
--	---

2.3 Tier III Partners

- 2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.
- 2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.
 - 2.3.2.1 Dispensing through-put data collection
 - 2.3.2.2 Decision Making Assessment Tool
 - 2.3.2.3 Facility Set Up
 - 2.3.2.4 Pick List Generation
- 2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.
- 2.3.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

- 2.4.1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.
- 2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

- 3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

- 3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT Attachment A
--	---

Epidemiology

3.1.3 **MEDSIS:** County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

CIFOR EVALUATION: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 **SNS Program:** Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.5 **Corrective Actions:** Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 **On-Call Testing:** (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 **Reporting:** (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 **Planning:** Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting.

3.2.4 **County / Tribal Coordination:** Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.3 Tier II & III Partners

Epidemiology

3.3.1 **Communicable Disease Reporting:** (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT Attachment A
----------------------------------	---

reporting gaps identified.

- 3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.
- 3.3.3 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers.

4. ASSURANCES

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

- 4.1.1 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

- 4.1.2 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.
- 4.1.3 Reporting: Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.
- 4.1.4 Financial: Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

- 4.1.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.

ARF-3395

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Sarah White, Chief Administrative Officer

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

Department: Sheriff's Office

Information

Request/Subject

Appointment of Member to 2 Correctional Officers Retirement Plan (CORP) Local Boards

Background Information

Gila County has two local boards that oversee the Correctional Officers Retirement Plan (CORP) of which certain Sheriff's Office employees are enrolled. One local board is for Dispatchers of the Gila County Sheriff's Office, and one local board is for Detention Officers and Non-Uniformed Officers of the Gila County Sheriff's Office.

Per A.R.S. §38-893, these local boards are comprised of the following membership: the Chairman of the Gila County Board of Supervisors (BOS) or another Supervisor as recommended by the Chairman and appointed by the BOS; a Citizen who must be the head of the local governing board's personnel commission and is appointed by the BOS; one other Citizen who is appointed by the BOS; and two Members who are elected by secret ballot by other Members of the local board and are presented to the BOS for its "acknowledgment" of the new member's appointment or re-appointment.

On August 21, 2015, Ed Carpenter submitted a letter resigning from both Local Boards. His term of office ends on December 31, 2015. He was represented as a "Citizen" on both CORP Local Boards.

Evaluation

At present there are only two members sitting on each of these 5-member boards. Gary Andress has agreed to serve on both Local Boards to fulfill Ed Carpenter's unexpired term of office which ends on December 31, 2015. By appointing Mr. Andress to serve on both CORP Local Boards, there will once again be a quorum of the Local Board members and it will

allow each Local Board to schedule a much needed meeting in order to canvass the election results of the newly elected members and declare the results official.

Conclusion

If the Board of Supervisors appoints Gary Andress to both CORP Local Boards, he will be represented as a "Citizen" of which this representation is required per statute on each CORP Local Board.

Recommendation

It is recommended that the Board of Supervisors acknowledge the resignation of Ed Carpenter from the CORP Local Board for Dispatchers and the CORP Local Board for Detention Officers and Non-Uniformed Officers and appoint Gary Andress to fulfill Ed Carpenter's unexpired terms of office on each board through December 31, 2015.

Suggested Motion

Acknowledgment of Ed Carpenter's resignation from the Gila County Sheriff's Office Correctional Officers Retirement Plan (CORP) Local Board for Detention Officers and Non-Uniformed Officers, and the CORP Local Board for Dispatchers, and the appointment of Gary Andress to each Local Board to fulfill Ed Carpenter's unexpired term of office, effective October 6, 2015, through December 31, 2015.

Attachments

CORP Local Board for Detention Officers and Non-Uniformed Officers Member List

CORP Local Board for Dispatchers Member List

Ed Carpenter's Resignation Letter from both CORP Local Boards

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
 FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS AND NON-UNIFORMED OFFICERS
 (Proposed to the BOS on 10/6/15)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS)	B	A (01/10/12)	-	01/10/12-12/31/15	01/01/12-12/31/15
Ken Volz-CITIZEN (appointed by BOS and head of Personnel Commission)	B	B (07/01/14) (vacancy created by Ophelia James)	-	07/01/14- 12/31/17	01/01/14-12/31/17
Ed Carpenter-CITIZEN (appointed by BOS)	B	C (07/01/14)	11 years	11/02/10-11/01/14 11/02/14-12/31/15 (a one-time adjustment to align with term of office)	01/01/12-12/31/15
Gary Andress-CITIZEN (appointed by BOS)	B	B (10/06/15) (vacancy created by Ed Carpenter)	-	10/06/15-12/31/15	01/01/12-12/31/15
Swede Carlson-MEMBER (elected by Plan members) (An election needs to be held to either re-elect Swede or another Plan member to serve until 12/31/15. This will be a one-time adjustment to the term of incumbent to align with the term of office through 12/31/15.)	C	C (01/10/12)	9 years?	04/08/10-04/07/12 (3/13/13 minutes state he was re-elected from 5/21/12 to 5/21/14.)	01/01/12-12/31/15 This will be the corrected term.
Richard Hobson-MEMBER (elected by Plan members) (An election needs to be held to either re-elect Richard or another Plan member to serve until 12/31/17. This will be a one-time adjustment to the term of incumbent to	C	A (01/10/12)	-	04/08/10-04/07/14 (This term expired and there is no record of an election being held to re-appoint him.)	01/01/14-12/31/17 This will be the corrected term.

align with the term of office through 12/31/17.)					
--	--	--	--	--	--

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent “Citizens” and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS “acknowledges” those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member’s and 1 Citizen’s term of office will end on the same date; and the other Member’s and Citizen’s term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
 FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS
 (Proposed to the BOS on 10/6/15)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS as Chairman)	B	A (01/10/12)	-	01/10/12-12/31/15	01/01/12-12/31/15
Ken Volz-CITIZEN (appointed by BOS and head of Personnel Commission)	B	B (07/01/14) (vacancy created by Ophelia James)	-	07/01/14-12/31/17	01/01/14-12/31/17
Ed Carpenter-CITIZEN (appointed by BOS)	B	C (07/01/14)	11 years	11/02/10-11/01/14 11/02/14-12/31/15 (a one-time adjustment to align with term of office)	01/01/12-12/31/15
Gary Andress – CITIZEN (appointed by BOS)	B	B (10/06/15) (vacancy created by Ed Carpenter)	-	10/06/15-12/31/15	01/01/12-12/31/15
Lyndi Lopez-MEMBER (elected by Plan members) VACANCY	C	A (01/10/12)	-	04/08/10-04/07/12 (7/9/13 minutes state she was re-elected but didn't state the term.) Resigned from Gila County on 11/3/13. An election will be held to fill this vacancy through 12/31/17.	01/01/14-12/31/17 This will be the corrected term.
Chadwick Peters-MEMBER (elected by Plan members) VACANCY	C	A (01/10/12)	-	04/08/10-04/07/14 Resigned from Gila County on 2/5/14. An election will be held to fill this vacancy through 12/31/15.	01/01/14-12/31/15 This will be the corrected term.

¹ Appointment Information:
 A. Date of creation: August 16, 2004

- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent “Citizens” and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS “acknowledges” those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member’s and 1 Citizen’s term of office will end on the same date; and the other Member’s and Citizen’s term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

Ed Carpenter
130 La Mesa Terrace
Globe, AZ 85501

August 21, 2015

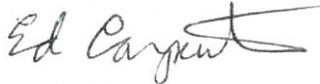
Gila County Sheriff
C/o Amber Warden, CORP Board Secretary
P.O. Box 311
Globe, AZ 85541

Dear Ms. Warden,

It has been a pleasure to serve on the CORP Board over the years. However, at this point in my life, I am reducing the volunteer activities where I serve.

Please consider this letter as my resignation from the CORP Board.

Sincerely,

A handwritten signature in cursive script that reads "Ed Carpenter". The signature is written in black ink and is positioned above the printed name.

Ed Carpenter

ARF-3355

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 10/06/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

Information

Request/Subject

Christopher Kohl's Fire District Governing Board Resignation and Vacancy Appointment.

Background Information

A.R.S. 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by the appointment of an interim member.

Evaluation

The Christopher Kohl's Fire District Governing Board Member, Rosemary Reed, tendered her resignation notice effective June 12, 2015. The Christopher Kohl's Fire District Governing Board appointed Tom James to serve out the remainder of the term which expires in December of 2016.

Conclusion

On August 17, 2015, the Christopher Kohl's Fire District Governing Board, unanimously voted to appoint Tom James to fulfill Rosemary Reed's unexpired term, which ends on December 31, 2016.

Recommendation

The Elections Director recommends that the Board of Supervisors acknowledge the June, 12, 2015 resignation of Rosemary Reed and the appointment of Tom James on August 17, 2015, as the new Governing Board Member for the Christopher Kohl's Fire District for the term of the office that ends December 31, 2016.

Suggested Motion

Acknowledgment of Rosemary Reed's resignation from the Christopher Kohl's Fire District Board of Directors and the appointment of Tom James to fulfill Mrs. Reed's unexpired term for the period of August 17, 2015, to December 31, 2016.

Attachments

July 20, 2015 Board Minutes

Tom James' Signed Loyalty Oath

Rosemary Reed's Resignation Letter

Statute

MINUTES OF THE REGULAR PUBLIC MEETING OF THE CHRISTOPHER KOHL'S FIRE DISTRICT GOVERNING BOARD.

A Regular Meeting of the Christopher Kohl's District Governing Board convened on Monday, July 20, 2015 at 6:00 pm at the Fire Station 51 Community Room.

Item #1: Call to Order/Pledge of Allegiance

Call to order 6:00 pm, Monday, July 20, 2015, followed by the Pledge of Allegiance.

Item #2: Roll Call

A. Board Members Present: Chairman Deborah Dawson
Treasurer Jeff Daniels
Clerk Karen Thornton
Board Member Steve Sundra

B. Board Members Absent None

C. Department Members: Chief Bob Lockhart
Linda Digman

The following matters were discussed, considered, and approved at the meeting:

BUSINESS

Item #3: Approval of Minutes

B. The Board reviewed the minutes of the Regular Meeting of June 15, 2015. Steve Sundra made a motion to approve the Regular Meeting minutes of June 15, 2015 with corrections. Karen Thornton seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Steve Sundra, Karen Thornton

Nays: None

Abstain: Jeff Daniels

Item # 4 Reports and Correspondence

A. Chief's Report

Chief Lockhart reviewed call volume, brush loads, public assistance, mileage, and training for June. Chief Lockhart will attend the second Community Wide Protection Plan meeting on July 22. This group plans for all of Northern Gila County. Work on E511 remains in budget and the old rescue is being rehabbed for resale. Chief Lockhart will attend an Arizona Fire Chief's Association three-day conference in Phoenix. Banner Health will contract with Air Evac instead of Native Air for helicopter services. Houston Mesa Fire Department is in the process of negotiating a temporary agreement with the city of Payson for services. Chief Lockhart and Linda Digman will attend a one day Arizona State Retirement System Employer Conference. Chairman Dawson reminded the Chief to prepare a letter of accommodation for John Digman. For more information see the attached Chief's Report.

B. Treasurers Report

A. Treasurer Jeff Daniels read the corrected Treasurer's Report for June. There was a 40-cent error in the Register Balance for the Enterprise account. Linda Digman and Chief Lockhart commented on the issue. Karen Thornton moved to accept and approve the June Treasurer's Report with corrections. Jeff Daniels seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton

Nays: None

C. Chairman's Report & District Correspondence

The Creek Days Festival and Car Show will be on August 29, 2015 at the R – C Ranch. Chief Lockhart, Linda Digman, and Firebelles have been working hard to line up a great event. Helpers are needed to make this a successful event.

County Attorney, Bryan Chambers, has been appointed to a Judgeship. His replacement as County Attorney will be Jeff Dalton.

Our Levy Limit Worksheet has been received from the County.

Chief Lockhart asked to have the issue of the pump motor on Columbine placed on the August Agenda.

Jeff Daniels expressed his appreciation for the expressions of sympathy following his father's death.

OLD BUSINESS

No Old Business

NEW BUSINESS

Item #1 Discussion and possible action on filling the Board vacancy created by Rosemary Reed's resignation.

Local resident, Tom James, indicated an interest in serving on the Board. He submitted an impressive resume to the Board. He meets residency and voter registration requirements. Steve Sundra moved that the Board appoint Tom James as our fifth Board Member to replace Rosemary Reed. Karen Thornton seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton

Nays: None

Tom will meet with Linda Digman and Chief Lockhart to complete all paperwork and Open Meeting Law review in preparation for swearing in at the August Board Meeting.

Item #2 Discussion and possible action on the Chief's Job Description.

The Board asked for several additions and corrections to the tentative job description submitted by Chief Lockhart. It was agreed that the Chief would get First Responder certified sometime this fall or winter. The Chief's Job Description will be considered and possibly approved at the August Board Meeting after the requested changes and additions have been made

Item #3 Discussion and possible action on the revision of the By-Laws to replace the term "Treasurer".

The terms Recording Clerk and Financial Officer were considered as replacements for the term Treasurer. The Board agreed on the term Financial Officer. The By-Laws will be amended accordingly and approved at the August Board Meeting. Tom James commented on the issue.

Item #4 Discussion and possible action on appointing a new Treasurer

Jeff Daniels agreed to continue as Treasurer, which will be referred to as Financial Officer in the future.

Item #5 Discussion and possible action on an Engagement Letter from Accounting Professionals, LLC.

The Engagement Letter has been received and costs will remain the same. Steve Sundra moved to approve the Engagement Letter from Accounting Professionals, LLC, with our correct name entered on page 3, and to allow Chairman Dawson to sign for the Board. Jeff Daniels seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton

Nays: None

Item #6 Discussion and possible action on the Arizona Forestry IGA.

The County Attorney has signed this document. Our address needs to be corrected. Steve Sundra moved to approve and accept the Arizona Forestry IGA and direct Chairman Dawson to sign the document. Karen Thornton seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton
Nays: None

Item #7 Future Agenda Items

1. Swearing in of Tom James as our fifth Board member.
2. Discussion and possible action on the Chief's Job Description.
3. Discussion and possible action on revision of the By-Laws to replace the term "Treasurer".
4. Discussion and possible action on what to do with the unused pump motor on Columbine.
5. Discussion and possible action on EMT/Ambulance coverage for ASU scrimmage at Tontazona.
6. Orientation of new Board Member

Item #8 (Call to the Public)

No comments from the public

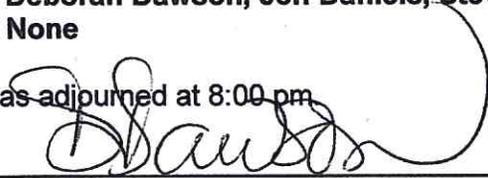
Item #9 Adjournment

Steve Sundra moved to adjourn. Jeff Daniels seconded the motion.

Vote Results:

Ayes: Deborah Dawson, Jeff Daniels, Steve Sundra, Karen Thornton
Nays: None

The meeting was adjourned at 8:00 pm

Approved by  on 8/17 2015

OATH OF OFFICE

Christopher Kohl's Fire District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Tom James do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of FXFD Board according to the best of my ability, so help me God (or so do I affirm).
member

Tom James
Signature

Subscribed and sworn (or affirmed) to before me on this 17th day of August, 2015
(SEAL)

[Signature]
Notary Public

linda@ckfire.net

From: Rosemary Reed
<rr.qualityplus@gmail.com>
Sent: Friday, June 12, 2015 10:47 AM
To: linda@ckfire.net
Subject: Re: June Board Meeting Paperwork

Hi Linda,
I didn't know if the Chief told you, but I resigned. :(Rosemary

On Fri, Jun 12, 2015 at 10:36 AM, <linda@ckfire.net> wrote:

You all have a copy in your cubbies for the meeting. Sorry it was late but I was out ill.

Linda Digman, Admin.

Christopher Kohl's Fire District

930 E Christopher Creek Loop

Payson, AZ 85541

(928) 478-4011 <<tel:%28928%29%20478-4011>>

Fax (928) 478-4453 <<tel:%28928%29%20478-4453>>

linda@ckfire.net

Rosemary Reed
Quality Plus Office Supplies
807 S. Beeline Hwy Suite B
Payson, AZ 85541

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#) [House](#) [Legislative Council](#) [JLBC](#) [More Agencies](#) [Bills](#) [Committees](#) [Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**48-803. District administered by a district board; report**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

Regular BOS Meeting

Meeting Date: 10/06/2015
Submitted For: Malissa Buzan, Director
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division
Department: Community Services Division Division: Administration

InformationRequest/Subject

Northeastern Arizona Innovative Workforce Solutions Workforce Development Board newly appointed members

Background Information

On July 1, 2015, Navajo County, Apache County, and Gila County merged to form the Northeastern Arizona Innovative Workforce Solutions (NEAZIWS) local area. The Navajo County Board of Supervisors are the Chief Elected Official (CEO) of the Northeastern Arizona Workforce Development Board. The Chief Elected Official will make the appointments to the Local Workforce Development Board.

The NEAZIWS Board adopted the Bylaws on August 28, 2015. Article IV, section 4 Term: One third (1/3) of the original members shall be appointed for a term of two (2) years, one-third (1/3) for a term of three (3) years, and one-third (1/3) for a four (4) year term. The CEO shall make the appointments. All board members term starts July 1, 2015.

Evaluation

On July 14, 2015, the Navajo County Board of Supervisors appointed the following Gila County representation to the Northeastern Arizona Workforce Development Board:

1. Malissa Buzan, Community Services Director for Gila County, workforce representative
2. Jeri Byrne, Eastern Arizona Area Health Education Center, Inc, business representative
3. Deborah Osborn, Vocational Rehabilitation Unit Supervisor, vocational rehabilitation representative
4. Cliff Potts, Prudential Real Estate Broker, business representative

The terms of each board member will be designated at a future date.

Conclusion

Four representatives for Gila County have been appointed to serve on the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board.

Recommendation

The Gila County Community Services Division Director recommends that the Gila County Board of Supervisors acknowledge the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board.

Suggested Motion

Acknowledgment of the appointment of Malissa Buzan, Jeri Byrne, Deborah Osborn, and Cliff Potts to the Northeastern Arizona Innovative Workforce Solutions Workforce Development Board by the Navajo County Board of Supervisors.

Attachments

Navajo County BOS Minutes

Bylaws

NAVAJO COUNTY BOARD OF SUPERVISORS' MINUTES
Tuesday, July 14, 2015

PRESENT: Robert K. Black Jr., Supervisor; Steve Williams, Supervisor; Jesse Thompson, Supervisor; Jason E. Whiting, Vice-Chairman; and Dawnafe Whitesinger, Chairwoman were present.

9:16 a.m. Call To Order: Pledge of Allegiance and Invocation led by **Supervisor Black**.

CALL TO THE PUBLIC: Chairwoman Whitesinger indicated the call to the public for item 7d will be discussed later, when the item is presented.

CONSENT AGENDA: a) Minutes: June 9, 2015 b) Warrant & Voucher Report Over \$1000 June 2015 c) Juvenile Probation Report June 2015 d) Clerk of Superior Court Report June 2015 e) Justice Court Reports: Holbrook Precinct #1, June; Winslow Precinct #2, June; Snowflake Precinct #3, June; Kayenta Precinct #4, June; Show Low Precinct #5, June; and Pinetop-Lakeside Precinct #6, June 2015 f) Constable Reports: Holbrook Precinct #1, May & June; Snowflake Precinct #3, May & June; Show Low Precinct #5 June; and Pinetop-Lakeside, June 2015 g) Tax exemptions filed pursuant to A.R.S. §42-11153 as a Request for Redemption of Waiver h) Application for Temporary Extension of Premises/Patio Permit for the Wild Women Saloon & Grill for the Arizona Crawfish Festival being held on August 1st & 2nd, 2015 at 2391 Hwy 260, Overgaard, AZ 85933 i) Approval of 5 Back Tax Land Parcels sold over the counter in the amount of \$2,519.50 j) Conduct board member elections for Silver Creek Flood Protection on October 7, 2015 and Porter Mtn. Domestic Water Improvement District, White Mtn. Lake Fire, Pinedale Domestic Water Improvement District and Sky-Hi Domestic Water Improvement District on November 3, 2015 k) Approval of the use of southwest corner of the Navajo County Government Complex for the annual 4th of July Fireworks display l) FY16 Fill the Gap grant application m) Equipment Lease Agreement for two airplanes for the Sheriff's Office Air Operations Division n) Contracts signed by County Manager pursuant to Board of Supervisors Resolution: Temporary ("At-Will") Employment Agreement for Tim Allen; Task Agreement No. 1 to Memorandum of Agreement with the Hopi Tribe Department of Transportation; Task Agreement No. 2 to Memorandum of Agreement with the Hopi Tribe Department of Transportation; Lease of the building located at 145 S. Main Street in Snowflake Arizona; and First Amendment to the Preferred Provider Agreement o) Appointment of Charles Howe as a member to the Navajo County Planning & Zoning Commission for District I p) **Resolution Number 19-15**, approving a Special Use Permit application from Hashknife Wind Energy to place a Meteorological Tower (Met Tower 1) on APN: 111-03-001A in the Holbrook area q) **Resolution Number 20-15**, approving a Special Use Permit application from Hashknife Wind Energy to place a Meteorological Tower (Met Tower 2) on APN: 111-04-001 in the Holbrook area r) **Resolution Number 21-15**, approving a Special Use Permit application from Hashknife Wind Energy to place a Meteorological Tower (Met Tower 3) on APN: 111-08-002 in the Holbrook area s) Arizona Criminal Justice Commission Byrne grant #DC-16-009 for \$241,425 for operation of the Major Crimes Apprehension Team t) Abatement of uncollectable taxes u) Approve new Local Workforce Development Board (LWDB) member appointments v) Intergovernmental Agreement between Navajo County and the City of Winslow regarding the employment of the Magistrate Court Clerk w) Letter to White Mountain Wildlife & Nature Center Board of Directors x) Letter to NACOG regarding Navajo County's Official Representatives on the NACOG Regional Council y) **Resolution Number 22-15**, authorizing an Intergovernmental Agreement for Regional Connector Transit Services among the City of Show Low, Navajo County, Navajo County Community College District, Town of Pinetop-Lakeside, Town of Taylor and Town of Snowflake z) Intergovernmental Agreement for Regional Connector Transit Services (White Mountain Connection) aa) **Resolution Number 23-15**, supporting Arizona Public Service proposed alternative and further supporting the application to revise Air

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: July 14, 2015	Time Needed: CONSENT
Requesting Department: WIA	Presenter(s) Name: Susan Tegmeyer
Motion before the Board: Approve new Local Workforce Development Board (LWDB) member appointments.	
Recommendation: (who, what, where, when, how, etc.) Approval of new LWDB member roster.	
Background: (why should it be done, what will happen if not approved, etc. include resolution) As of 7-1-2015 our WIA Workforce Board is no longer in effect. Board Members from Navajo/Apache/ and Gila Counties have been incorporated into a new Local Workforce Development Board per the Workforce Innovation Opportunity Act (WIOA) regulations, effective 7-1-2015.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) N/A – LWDB Board members serve in an advisory capacity.	
Reviewed and approved by:	County Manager <input type="checkbox"/> County Attorney <input type="checkbox"/> Human Resources <input type="checkbox"/> Finance <input type="checkbox"/> IT <input type="checkbox"/>
Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: _____	
Approved with changes as follows: _____	
Clerk's Notes	
Date:	Initial:

REMINDER: Email this coversheet and all backup documentation to BOS.Clerk by Noon the Tuesday before the BOS meeting.

**NORTHEASTERN ARIZONA
INNOVATIVE WORKFORCE SOLUTIONS**

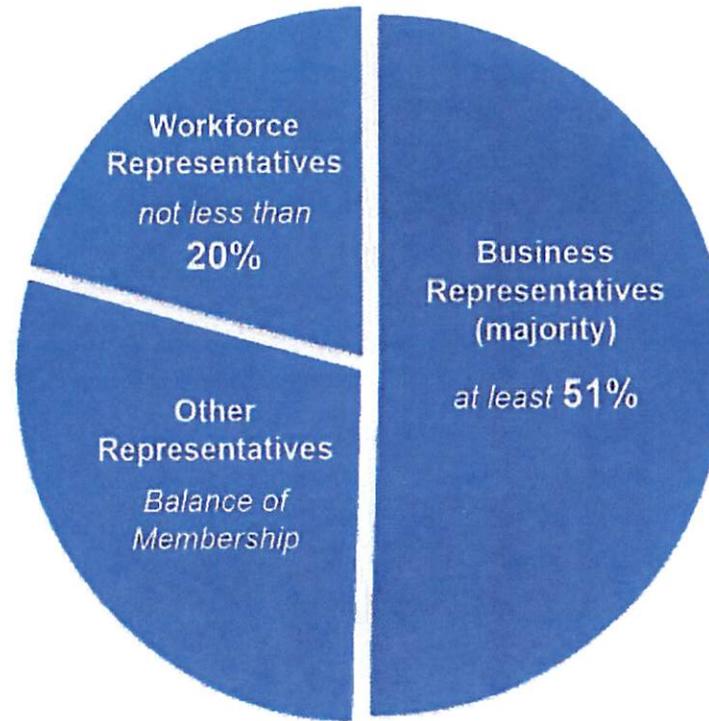
LOCAL WORKFORCE DEVELOPMENT BOARD

	MEMBER	PHONE NUMBERS	AFFILIATION	COUNTY	REPRESENTING	LETTER ON FILE
1	Belknap, Peggy	(928) 524-7455	Northland Pioneer College	Navajo/Apache	Higher Education	
	PO Box 610 Holbrook, AZ 86025					
2	Berry, James Don	(928) 537-4201 Ext 1259	TATES Auto	Navajo	Business	June 2015
	1251 N. Automall Pkwy Show Low, AZ 85901					
3	Buzan, Malissa	(928) 402-8693	Community Services Director for Gila County	Gila	Workforce	
	5515 S. Apache Ave, Ste 200 Globe, AZ 85501					
4	Byrne, Jeri N.	(928) 402-8054	The Eastern Arizona Area Health Education Center, Inc.	Gila	Business	June 2015
	PO Box 572 Globe, AZ 85502					
5	Chacon, Charlene	(928) 532-1516	DES	Navajo/Apache	Wagner-Peyser Other	
	2500 E. Cooley, #410 Show Low, AZ 85901					
6	Christensen, Becki	(928) 333-2123	Springerville/Eagar Chamber of Commerce	Apache	Business	June 2015
	418 E. Main Springerville, AZ 85938					
7	Dean, Roxanne	(928) 289-4644 Ext 106	Job Corps	Navajo	Workforce	
	319 E. 3rd Street Winslow, AZ 86047					
8	File, Ben	(928) 688-3900 ext 101	Preferred Sands	Apache	Business	June 2015
	PO Box 367 Sanders, AZ 86512					

9	Flake, Elizabeth	(928) 537-9228	Northern Arizona University Education	Navajo	Higher Education Other	June 2015
	PO Box 3411					
	Show Low, AZ 85902-3411		elizabeth.flake@nau.edu			
10	Jackson, Rickey	(928) 289-6535	Northland Pioneer College	Navajo/Apache	Adult Education Other	
	1400 East Third Street		Adult Education/Literacy			
	Winslow, AZ 86047		rjackson@npc.edu			
11	James, Alphonso	(505) 488-3434	Church of Jesus Christ of Latter Day Saints	Navajo	Workforce	June 2015
	2480 Red Cliffs Drive		Employment Resource Services			
	St. George, UT 84790		alphonso.james@ldschurch.org			
12	Johnson, Michael Lynn	(928) 536-9933	White Mountain Physical Therapy	Navajo	Business	
	201 S. 1st E					
	Snowflake, AZ 85937		michaelljohnson@frontier.com			
13	Joy, Glenn	(928) 337-7594	Apache County	Apache	Other	June 2015
	PO Box 989					
	St. Johns, AZ 85936		gjoy@co.apache.az.us			
14	Kakavas, Connie	(928) 242-0279	Summit Health care	Navajo	Business	June 2015
	2200 E. Show Low Lake Rd					
	Show Low, AZ 85901		ckakavas@summithealthcare.net			
15	Moore, Gary	(928) 537-1647	Forest Energy Corp	Navajo	Business	June 2015
	1001 N. 40th Street					
	Show Low, AZ 85901		gmoore@forestenergy.com			
16	North, Steve	(928) 532-4124	City of Show Low	Navajo	Economic Dev Business Other	June 2015
	180 N. 9th St					
	Show Low, AZ 85901		snorth@showlowaz.gov			
17	Osborn, Deborah	(480) 983-0427	DES	Gila	Vocational Rehabilitation Other	June 2015
	11518 E. Apache Trail, St 110					
	Apache Junction, AZ 85120		dosborn@azdes.gov			

18	Potts, Cliff	(928) 474-2337	Prudential Arizona Realty	Gila	Business	July 2015
	609 S. Beeline Hwy Payson, AZ 85541		cliff.potts@RimHomes.com			
19	Reidhead, Stephen	(928) 536-7848	Tri-Star Logging Inc	Navajo	Business	
	140 S. Otto Drive Snowflake, AZ 85937					
20	Smith, Ben	(602) 615-0087	Ironworkers Local Union #75	Apache	Workforce	June 2015
	950 East Elwood Street Phoenix, AZ 85040		bensmith iw/75@citlink.net			
21	Smith, Greg	(928) 205-8747	Empire Machinery	Navajo	Business	
	PO Box 829 Lakeside, AZ 85929					
22	Sorensen, John	(928) 200-0112	IBEW Local 518	Apache	Workforce	June 2015
	PO Box 99 Globe, AZ 85501		itdawg@cableone.com			
23	Stradling, Larry	(928) 337-5546	SRP	Apache	Business	June 2015
	PO Box 1018 St. Johns, AZ 85936		von.stradling@srpnet.com			
24	Williams, Steve	(928) 205-9040	Williams Law Group	Navajo	Business	June 2015
	141 N. 6th Drive Show Low, AZ 85901		steve.williams@navajocountyaz.gov			
					Business	
					Business	

Updated 7/9/15



Note: Workforce representatives include members of labor orgs, training directors of joint labor/mgt apprenticeship programs and reps of community based organizations that have expertise in serving eligible youth or individuals with barriers to employment.

Note: Other representatives include: 1 Wagner Peyser; 1 Adult Education; 1 Vocational Rehabilitation; 1 Higher Education; 1 Econ Development

24 members (one reps 2): Business 13; Workforce 5; Other - Voc Rehab; Higher Ed; Adult Ed; Wagner Peyser; Econ Dev

Northeastern Arizona Workforce Development Board

Bylaws

Article I

Name

The name of the Board shall be the Northeastern Arizona Workforce Development Board hereinafter referred to as Local Workforce Development Board or LWDB.

Article II

Statement of Purpose

The LWDB was created through the Intergovernmental Agreement between Apache County, Gila County, and Navajo County that included the formation of a joint Local Workforce Development Board established in accordance with the Workforce Innovation and Opportunity Act of 2014.

The Consortium Agreement designates Navajo County as the Chief Elected Official (CEO). Navajo County serves as the Grant Recipient, Fiscal Agent and Administrative Entity for Workforce Innovation and Opportunity Act funds.

The LWDB shall, in partnership with the CEO establish and oversee the workforce system in the three-county area in accordance with legislative requirements of the Workforce Innovation and Opportunity Act, State Workforce Board policy and Arizona State requirements AND to carry out such duties and functions as delegated to it by the **INTERGOVERNMENTAL AGREEMENT** and/or the CEO.

Navajo County in its role as administrative entity shall be staffed by an Executive Director who shall be designated as the single point of contact for the LWDB and be responsible for all records, materials and other information deemed necessary by the LWDB.

Article III

Duties and Responsibilities

The LWDB shall in accordance with the **CEO AND LWDB PARTNERSHIP AGREEMENT** and according to the Workforce Innovation and Opportunity Act legislative requirements and State Workforce Board policy:

- A. In partnership with the CEO and the Northeastern Arizona Innovative Workforce Solutions:
 - i. Develop and submit a local workforce business plan consistent with the Workforce Innovation and Opportunity Act, Arizona State Integrated Plan, State Workforce Board and other state administrative entity requirements; and

Northeastern Arizona Workforce Development Board

Bylaws

- ii. Select the local workforce system operator according to the Arizona One-Stop Delivery System Policy; and
- iii. Select eligible youth service providers consistent with federal, state, and local procurement requirements; and
- iv. Select eligible providers of adult and dislocated worker career services and training services; and
- v. Assist the state administrative entity in maintaining a list of eligible training providers including cost and performance data through a local approval process; and
- vi. Conduct oversight of the one-stop delivery system including all Workforce Innovation and Opportunity Act activities; and
- vii. Negotiate local performance measures.

B. Approval required by the CEO:

Develop a budget for carrying out the duties of the LWDB.

C. Other LWDB roles and responsibilities:

- i. Select a private-sector business representative as LWDB chairperson after the initial one year appointment period; and
- ii. Create an annual report that must be submitted to the State Workforce Board as per guidelines established by the State Workforce Board; and
- iii. Promote one-stop center programs and activities; and
- iv. Assist the state administrative entity in developing the statewide employment statistics system under the Wagner Peyser Act; and
- v. Coordinate with economic development strategies and establish employer linkages with workforce development activities; and
- vi. Carry out regional planning responsibilities as required by the State Workforce Board and the state administrative entity; and
- vii. Promote private sector involvement in the statewide workforce development system through effective connecting, brokering, and coaching activities through intermediaries, such as the one-stop operator in the local area, the local business services function, or through other organizations to assist employers in meeting hiring needs; and
- viii. Conduct business in an open manner by making available to the public information about the activities of the local board; this includes the local plan before submission, membership, designation of the local workforce system operator, the awards of grants or contracts, and minutes of LWIB meetings; and
- ix. Ensure that partner staff will be governed by their respective personnel laws and collective bargaining agreements in a one-stop center.

Northeastern Arizona Workforce Development Board

Bylaws

Article IV Membership

Section 1: Appointments

The Chief Elected Official will make the appointments to the LWDB. All vacancies or succeeding appointments will be made in a like manner.

Initially, an Interim LWDB Chairman, Vice-Chairman, Secretary, and Executive Committee shall be appointed by the CEO for a period of one (1) year. After this initial period, the LWDB shall elect its own officers and executive committee. The initial LWDB election term of Chairman and Vice-Chairman shall be for one (1) year followed by two-year terms.

Section 2: LWDB Members

Member appointments shall consist of:

A. Private Sector Representatives

- a. A majority, defined as greater than 50% of all LWDB membership, must be private business representatives. All business representatives must be owners of a business, chief executives, operating officers, or other business executives or individuals with optimum policy making or hiring authority and represent business with employment opportunities that reflect the employment opportunities of the local area. Business representatives will be appointed by the CEO from among individuals nominated by local business organizations and business trade associations.

B. Workforce Representatives

- a. At least 20% must include: individuals that represent labor organizations; training directors of joint labor/management apprenticeship programs; or representatives of community-based organizations that have expertise in serving eligible youth or individuals with barriers to employment.

C. Other Representatives

- a. The balance of membership shall represent other stakeholders including: at least one (1) Wagner Peyser representative; at least one (1) Adult Education representative; at least one (1) Vocational Rehabilitation representative; at least one (1) Higher Education representative; and, at least one (1) Economic Development representative.

Northeastern Arizona Workforce Development Board

Bylaws

Section 4: Term

One third (1/3) of the original members shall be appointed for a term of two (2) years, one-third (1/3) for a term of three (3) years, and one-third (1/3) for a four (4) year term. The CEO shall make the appointments.

Section 5: Member Compensation

LWDB members shall serve without compensation except for reimbursement for travel and subsistence expenses.

Section 6: Vacancies

Vacancies shall be filled in the same manner as regular appointment.

Section 7: Resignations

LWDB members may resign by submitting a written notice to the LWDB Chair.

Section 8: Removal for Cause

LWDB members must be removed by the CEO if any of the following occurs:

- a) Documented violation of conflict of interest.
- b) Failure to meet LWDB representation requirements defined in the Workforce Innovation and Opportunity Act and State Workforce Board policy.
- c) Documented proof of malfeasance, fraud or abuse.

In addition, LWDB members may be removed from the LWDB for cause if a two-thirds (2/3) majority of the LWDB approves such actions at a legally constituted meeting. Such action must be confirmed by the CEO.

Article V **Meetings**

Section 1: Regular Meetings

The LWDB shall meet no less than four (4) times a year and at least quarterly.

Section 2: Special Meetings

The LWDB Chairperson may call a special meeting at any time with at least a forty-eight (48) hour notice. In addition, a special meeting may be called with a majority vote of active LWDB members with at least a forty-eight (48) hour notice. All special meeting notifications must follow appropriate State and Federal Open Meeting Laws.

Section 3: Quorum

A simple majority of the currently appointed LWDB membership shall constitute a quorum. Phone participation or web-based participation is permitted, however, no proxies or alternates are permitted and do not count toward a quorum.

Northeastern Arizona Workforce Development Board

Bylaws

Section 4: Voting

Each appointed member of the LWDB shall have one vote. A simple majority vote of LWDB members present is needed to pass a motion. Members unable to attend may send a representative as a public member of the audience, but the representative is not allowed to vote or participate in the LWDB discussions unless part of a public period on the agenda.

Section 5: Conflict of Interest

LWDB members must adhere to the following in regard to conflict of interest.

- A. A LWDB member may not vote on any matter that would provide direct financial benefit to the member or the member's immediate family, or on matters of the provision of services by the member or the entity the member represents.
- B. A LWDB member must avoid even the appearance of a conflict of interest. Prior to taking office, LWDB members must provide to the LWDB Chairperson a written declaration of all substantial business interests or relationships they, or their immediate families, have with all businesses or organizations that have received, currently receive, or are likely to receive contracts or funding from the LWDB. Such declarations must be updated annually or within thirty (30) days to reflect any changes in such business interests or relationships. The LWDB must appoint an individual to timely review the disclosure information and advise the LWDB Chairperson and appropriate members of potential conflicts before and during meetings.
- C. Prior to a discussion, vote, or decision on any matter before the LWDB, if a member, or a person in the immediate family of such member, has a substantial interest in or relationship to a business entity, organization, or property that would be affected by an official LWDB action, the member must disclose the nature and extent of the interest or relationship and must abstain from discussion and voting on or in any other way participating in the decision on the matter. All abstentions must be recorded in the minutes of the LWDB meeting and be maintained as part of the official record.
- D. It is the responsibility of the LWDB members to monitor potential conflicts of interest and bring it to the LWDB's attention in the event a member does not make a self-declaration.
- E. LWDB members or their organizations may receive services as a customer of a local workforce service provider or workforce system partner, however, may not participate in discussions or votes that directly or indirectly impact their participation as a customer.

Northeastern Arizona Workforce Development Board

Bylaws

Section 6: Rules

Roberts Rules of order shall govern the LWDB actions, unless inconsistent with these Bylaws or LWDB Agreements and Consortium Agreement or applicable laws or regulations.

Section 7: Arizona Open Meeting Laws

All meetings of the LWDB, including regular, special, standing committee, and ad hoc committees shall comply in form and manner as required by the Arizona Open Meeting Law.

Section 8: Agendas

LWDB meeting agendas are prepared by the LWDB Chairperson in consultation with the Workforce Innovation and Opportunity Act Executive Director. LWDB members may propose agenda items in writing to the LWDB Chairperson and/or the Executive Director at least seven (7) working days prior to the date of the meeting. Other agencies, groups, organizations, and individuals desiring to place items on the agenda may present the request, with a statement of purpose, to the LWDB Chairperson at least seven (7) working days in advance of the meeting. The LWDB Chairperson will have the final decision on whether an item is placed on the agenda. All LWDB meetings will include a public comment period limited to 5 minutes for each comment.

Section 9: Minutes

Minutes and agendas will be kept of all LWDB regular and special meetings and distributed to members four (4) days prior to scheduled meetings. Distribution shall, at a minimum, include the CEO and LWDB members. Minutes must state if a quorum was present at the meeting to conduct business.

Article VI Operating Procedures

Section 1: Committees

- a. Standing Committees
 - i. The LWDB will have five (5) standing committees: Executive, Business Services, One-Stop Services, Youth Services, and Disability Services.
 - ii. The LWDB Chairperson may establish additional standing committees or ad hoc committees to carry out the business of the LWDB as he or she deems appropriate.
 - iii. The LWDB Chairperson may appoint individuals to committees that are LWDB non-voting members.
 - iv. A simple majority of committee members shall constitute a quorum.

Northeastern Arizona Workforce Development Board

Bylaws

- v. A simple majority vote of a quorum will constitute committee action.
- b. Committee Appointments
 - i. The LWDB Chairperson shall appoint members to all standing committees and ad hoc committees except the Executive Committee who are elected by the LWDB after the initial appointment period of one (1) year.
 - ii. The LWDB Chairperson shall appoint a Chair for each Committee.
 - iii. Each standing committee must have at least three (3) members
- c. Committee Authority
 - i. All actions of a LWDB committee shall be advisory to the full LWDB, with the exception of the Executive Committee that may conduct business between Board meetings if necessary. Business conducted by the Executive Committee shall be reported at the next coming LWDB meeting.
- d. Executive Committee
 - i. The Executive Committee shall be Chaired by the LWDB Chairperson.
 - ii. The Executive Committee shall be comprised of three elected officers: Chairperson, Vice-Chairperson, and Secretary, elected by a simple majority vote and two (2) at large members. Elections will occur after the initial one (1) year appointment period.
 - iii. The Vice-Chairman on the Executive Committee shall be from a county not represented by the Chairman.

Article VII **Officers**

Section 1: Presiding Officer

The presiding officer of the LWDB shall be called the Chairperson. The CEO will appoint the initial Chair and Vice-Chair to serve the first one (1) year. Following the first one (1) year, the LWDB Chair and Vice-Chair will be elected by a simple majority vote at a regular or special meeting of the LWDB with a quorum present.

Section 2: Officer Terms

The initial term of the Chair and Vice-Chair shall be from July 1, 2015 to June 30, 2016. The Chair, Vice-Chair, Secretary, and Executive Committee shall serve a term of two (2) years from July 1 through June 30 after the initial one (1) year appointment period. The foregoing shall not prohibit the LWDB officers from serving additional terms. Officers elected to fill mid-year vacancies shall complete the vacated term and serve the full term through June 30.

Section 3: Chair

Northeastern Arizona Workforce Development Board

Bylaws

The Chair shall be from the private sector LWDB membership. The Vice Chair must be selected from the LWDB membership representing the county not represented by the Chairperson.

Section 4: Officer Duties

The duties of the officers shall include, but not be limited to, the following:

Chair: Shall approve LWDB agenda, preside at all LWDB regular and special meetings and when authorized by formal action of the LWDB or the Executive Committee, shall sign all documents on behalf of the LWDB.

Vice-Chair: Shall perform the duties of the Chair when the Chair is unable to do so and to represent the LWDB at meetings at the request of the Chair.

Secretary: Shall be responsible for reviewing the minutes and making motions to accept or correct them. Secretary shall preside over meetings in the absence of the Chair and Vice-Chair and to represent the LWDB at meetings at the request of the Chair.

Article VIII **Conflict Resolution**

It is the intent of the LWDB to resolve conflicts by consensus. In instances where consensus cannot be reached at the lowest level, and the functioning of the LWDB or one-stop system is impaired, those LWDB Members or service delivery partners, who are parties to the dispute shall submit to the following Dispute Resolution (complaint) Procedures, if state and/or federal laws and regulations allow:

- If the LWDB Members or service delivery partners are unable to resolve a dispute to the satisfaction of the parties to the dispute, the complaint shall be submitted in writing to the LWDB Executive Committee within 15 days of the dispute.
- The Executive Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation; however, in all cases, the Executive Committee shall prepare a response to the complaint within 30 days.
- If the Executive Committee is unable to resolve a dispute to the satisfaction of the parties to the dispute, the complaint shall be submitted to the CEO, which will respond with a decision within 45 days. The CEO decision shall be final and binding on all parties to the dispute.

Northeastern Arizona Workforce Development Board

Bylaws

Article IX
Indemnification

LWDB members shall be held harmless and indemnified from liability incurred due to their volunteer Board membership to the extent allowed by law, and to the extent that such indemnification is available from an active Directors' and Officers' insurance policy. Grant funds may not be used for indemnification unless it is an allowable use for the funds under the terms of the grant.

Article X
Adoption and Amendments

Section 1: Adopted

These Bylaws are hereby adopted on this ____ day of _____, 2015, and shall become effective July 1, 2015.

Section 2: Amendment or Repeal

The Bylaws may be amended or repealed in part or in whole only by a majority vote of the members at a regular or special meeting with a quorum present.

Article XI
Compliance with the Law

In execution of its business, the LWDB must comply with the Workforce Innovation and Opportunity Act and regulations as well as policies and directives from the State Administrative Entity and the State Workforce Board.

LWDB Chair

Date

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities.

ARF-3367

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: August 2015

Submitted For: Mary Navarro, Justice Court Operations Mgr

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for August 2015.

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for August 2015

AUGUST, 2015		AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE		\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE		\$ 148.32	\$ 7.42	\$ 140.90
Drug and Gang Enforcement Fines	ZDECJ		STATE		\$ 50.38	\$ 2.52	\$ 47.86
Domestic Violence Shelter Fund	ZDVSF		STATE		\$ 21.01	\$ 1.06	\$ 19.95
FARE Special Collection Fee 19%	ZFAR1		STATE		\$ 2,413.77	\$ -	\$ 2,413.77
FARE Delinquency Fee \$35.00	ZFAR2		STATE		\$ 1,669.22	\$ -	\$ 1,669.22
Game and Fish - Wildlife	ZGF		STATE		\$ 48.89	\$ 2.45	\$ 46.44
Extra DUI Assessment \$500	ZGFDU		STATE		\$ 894.23	\$ 44.72	\$ 849.51
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		\$ 239.11	\$ 11.96	\$ 227.15
State Photo Enforcement Base Fina	ZSPBF		STATE		\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE		\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE		\$ 2,475.35	\$ 123.77	\$ 2,351.58
Alternative Dispute Resolution	ZADR	848-2061	T848-2061		\$ 48.84	\$ 2.45	\$ 46.39
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061		\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061			\$ 19.95	\$ 1.00	\$ 18.95
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30			\$ 1.05	\$ 0.06	\$ 0.99
Citizens Clean Elections	ZCEF	888-2061	T888-2061		\$ 1,245.89	\$ -	\$ 1,245.89
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061		\$ 5,938.48	\$ 296.93	\$ 5,641.55
Defensive Driving Diversion Fee	ZDDS	1005-311-3510.10	X105-4831		\$ 2,323.00	\$ 116.15	\$ 2,206.85
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061		\$ 674.34	\$ 33.72	\$ 640.62
DUI Abatement	ZDUIA	889-2061	T889-2061		\$ 271.01	\$ 13.56	\$ 257.45
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061		\$ 364.99	\$ 18.25	\$ 346.74
Extra Adult Probation Assessment	ZEXAP	4042-335-3405.30	X25001335-4835		\$ 11.93	\$ 0.60	\$ 11.33
Base Fees (General Fund)	ZFEE	1005-311-3400.15	X105-4615		\$ 1,044.88	\$ 52.25	\$ 992.63
Forensic Investigation Fund	ZFIF				\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005-311-3510.10	X105-4831		\$ 11,905.11	\$ 595.26	\$ 11,309.85
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061		\$ 865.66	\$ 43.29	\$ 822.37
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005-311-3400.17	X10501311-4861		\$ 791.71	\$ 39.59	\$ 752.12
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		\$ 641.04	\$ -	\$ 641.04
Judicial Collection Enhancement Local %	ZJCLF	1005-311-3400.15	X105-4615		\$ 162.40	\$ -	\$ 162.40
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061		\$ 1,196.20	\$ -	\$ 1,196.20
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061		\$ 371.68	\$ 18.59	\$ 353.09
Jail (Incarceration) Fees	ZJF	1005-300-3405.40	X10502442-4651		\$ 902.92	\$ -	\$ 902.92
Local Costs	ZLCL1-5	1005-311-3400.10	X105-4450		\$ 80.73	\$ 4.04	\$ 76.69
Cost of Prosecution Reimbursement 60%	ZLCL6	3544-301-3400.11	X182-4620		\$ 60.00	\$ -	\$ 60.00
Cost of Prosecution Reimbursement 40%	ZLCL6	4574-333-3400.16	X22601333-4864		\$ 40.00	\$ -	\$ 40.00
County Attorney Bad Check Program	ZLCL7	3545-301-3400.11	X183-4620		\$ 12.28	\$ 0.62	\$ 11.66
Law Enforcement Boating Safety Fund	ZLEAB				\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005-311-3400.15	X105-4615		\$ 392.71	\$ 19.64	\$ 373.07
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061		\$ 1,642.49	\$ 82.13	\$ 1,560.36
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061		\$ 1,496.94	\$ 74.85	\$ 1,422.09
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061		\$ 187.05	\$ 9.36	\$ 177.69
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061		\$ 45.91	\$ 2.30	\$ 43.61
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061		\$ 68.72	\$ 3.44	\$ 65.28
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061		\$ 613.72	\$ 30.69	\$ 583.03
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061		\$ 11.94	\$ 0.60	\$ 11.34
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	T953-2061		\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061		\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061		\$ 7.82	\$ 0.40	\$ 7.42
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		\$ 0.53	\$ 0.03	\$ 0.50
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		\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061		\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061	T953-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005-311-3510.10	X105-4831		\$ 30.20	\$ 1.51	\$ 28.69
Adult Probation Fee	ZPBA	4042-335-3405.30	X25001335-4835		\$ 60.09	\$ 3.01	\$ 57.08
Prison Construction Fund	ZPCOF	908-2061	T908-2061		\$ 3,179.13	\$ 158.96	\$ 3,020.17
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061		\$ 91.24	\$ 4.56	\$ 86.68
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061		\$ 3,824.70	\$ 191.24	\$ 3,633.46
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061		\$ 48.41	\$ 2.43	\$ 45.98
Public Defender Fees	ZPUBZ	1005-345-3300.00	X105-4429		\$ 135.34	\$ -	\$ 135.34
Reimbursement to County Attorney 60%	ZREIM	3544-301-3400.11	X182-4620		\$ 1,833.54	\$ -	\$ 1,833.54
Reimbursement to County Attorney 40%	ZREIM	4574-333-3400.16	X22601333-4864		\$ 1,222.35	\$ -	\$ 1,222.35
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		\$ 10.50	\$ 0.53	\$ 9.97
Technical Registration Fund (\$15 Drug Offenses)	ZTECH				\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061		\$ 315.02	\$ 15.76	\$ 299.26
Local Warrant Fee	ZWAR				\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E		\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE		\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE		\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE		\$ 8.24	\$ 0.42	\$ 7.82
TOTALS					\$ 52,160.96	\$ 2,032.12	\$ 50,128.84
					TOTAL ADJUSTED BALANCE VERIFICATION		\$ 50,128.84
					TOTAL RESTITUTION RECEIVED		\$ 797.37
					TOTAL RECEIPTS THIS MONTH		\$ 52,958.33

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
9/4/2015	8924	\$ 7,766.38	ARIZONA STATE TREASURER
9/4/2015	8925	\$ 44,386.76	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
9/4/2015	8926	\$ 7.82	CITY POLICE SUSPENDED PLATES
		\$ 52,160.96	TOTAL DISTRIBUTIONS THIS MONTH

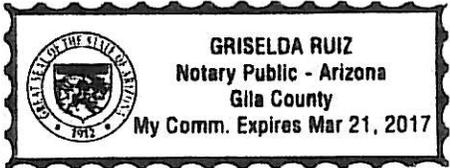
I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of AUGUST, 2015.

Jesse E. Bolinger
 Justice of the Peace

Subscribed and Sworn to before me this 27th day of September, 2015.

Griselda Ruiz
 Notary Public

My Commission Expires: March 21, 2017

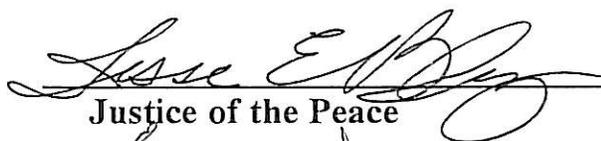


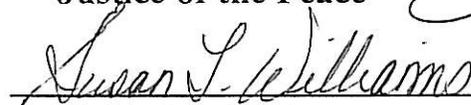
GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: August, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$7,361.08
RECEIVED DURING THE MONTH	\$2,078.90
DISBURSED DURING THE MONTH	\$4,817.88
BALANCE AT THE END OF THE MONTH	\$4,622.10


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-3388

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: August 2015

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region,
Justice Court-Payson Regional

Information

Subject

Payson Regional Justice of the Peace's Office monthly report for August 2015

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

August 2015

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

AUGUST, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2081-00	T848-2081	\$ 35.67	\$ 3.28	\$ 62.39
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2081-00	T901-2081	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 42.06	\$ -	\$ 42.06
Confidential Address Assessment - State Treasurer	ZCAA1	0824000-000-000-2061-00		\$ 21.37	\$ 1.07	\$ 20.30
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 1.13	\$ 0.06	\$ 1.07
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,047.63	\$ -	\$ 1,047.63
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 4,923.66	\$ 246.18	\$ 4,377.50
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 2,660.00	\$ 133.00	\$ 2,527.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 623.78	\$ 31.19	\$ 592.59
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2081-00	T801-2081	\$ 491.39	\$ 24.57	\$ 466.82
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,320.34	\$ 96.02	\$ 1,254.32
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 9,479.12	\$ 473.96	\$ 9,005.16
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 733.28	\$ 36.66	\$ 696.62
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 3.82	\$ 0.19	\$ 3.63
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 41.99	\$ 2.10	\$ 39.89
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 453.75	\$ -	\$ 453.75
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 218.47	\$ 10.92	\$ 207.55
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 542.70	\$ -	\$ 542.70
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 509.48	\$ 25.02	\$ 474.46
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X1050234004651	\$ 956.00	\$ -	\$ 956.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 715.15	\$ 35.76	\$ 679.39
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,361.84	\$ 68.09	\$ 1,293.75
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,654.72	\$ 82.74	\$ 1,571.98
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 206.84	\$ 10.34	\$ 196.50
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 4.22	\$ 0.21	\$ 4.01
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 62.82	\$ 3.14	\$ 59.68
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 759.65	\$ 37.98	\$ 721.67
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		\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonio Apache Police (TAR)	ZOS15	0956000-000-000-2061-00		\$ 0.68	\$ 0.03	\$ 0.65
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 19.17	\$ 0.96	\$ 18.21
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2005 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 16.12	\$ 0.81	\$ 15.31
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 4,146.55	\$ 207.33	\$ 3,939.22
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 22.43	\$ 1.12	\$ 21.31
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 670.00	\$ 33.50	\$ 636.50
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 946.77	\$ -	\$ 946.77
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 631.16	\$ -	\$ 631.16
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0633000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA			\$ 382.50	\$ 19.13	\$ 363.37
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 60.00	\$ 3.00	\$ 57.00
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 214.20	\$ 10.71	\$ 203.49
Drug and Gang Enforcement Fines	ZDECN		STATE	\$ 178.31	\$ 8.92	\$ 169.39
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 22.50	\$ 1.13	\$ 21.37
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 916.34	\$ -	\$ 916.34
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 369.43	\$ -	\$ 369.43
Game and Fish - Wildlife	ZGF		STATE	\$ 50.03	\$ 2.50	\$ 47.53
HURF - to 26-5433, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF - to 26-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCDF		STATE	\$ 1,345.83	\$ 67.29	\$ 1,278.54
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 217.17	\$ 10.86	\$ 206.31
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 100.00	\$ -	\$ 100.00
HURF - to Sheriff's Office 26-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 333.27	\$ 16.66	\$ 316.61
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 40,034.38	\$ 1,676.43	\$ 38,357.95
				TOTAL ADJUSTED BALANCE VERIFICATION \$ 38,357.95		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
9/1/15	5478	\$ 36,205.37	GILA COUNTY TREASURER
	5479	\$ 3,412.40	ARIZONA STATE TREASURER
	5480	\$ 100.00	GILA COUNTY BAD CHECK PROGRAM
	5481	\$ 316.61	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 40,034.38	TOTAL DISTRIBUTIONS THIS MONTH

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 AUGUST, 2015.

Dorothy A. Little
 For 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: August 2015

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	128	2	193	323
Filed	22	3	50	75
Transferred In	0	0	0	0
SUBTOTAL	150	5	243	398
Transferred Out	0	0	0	0
Other Terminations	29	2	32	63
TOTAL TERMINATIONS	29	2	32	63
Statistical Correction	0	0	0	0
Pending End of Month	121	3	211	335

*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	26	0	236	0	4	4	0	232

****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
485	611	0	1,096	0	33	312	345	0	751

Civil Traffic Hearings Held: 2

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	164	Trans In	0	TOTAL	164

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: August 2015

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	584	41	0	625	0	71	71	0	554
Failure to Appear (Non-Traffic)	47	3	0	50	0	0	0	0	50
TOTAL	631	44	0	675	0	71	71	0	604

TRIALS HELD	
Misdemeanor Court/FTA Trials Held:	2
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	14	0	46	0	15	15	0	31
Felony Preliminary Hearings Held:	0	Felony, Misdemeanor, Criminal Traffic Initial: Appearances:						167	

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
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: August 2015

CIVIL COMPLAINTS				
	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	28	3	209	240
Filed	1	11	27	39
Transferred In	0	0	0	0
SUBTOTAL	29	14	236	279
Transferred Out	0	0	0	0
Other Terminations	4	6	43	53
TOTAL TERMINATIONS	4	6	43	53
Statistical Correction	0	0	0	0
Pending End of Month	25	8	193	226

Small Claims Hearings Held/Defaults: 4 Civil Court Trials Held: 6

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	7	2	9
Harassment	8	7	1	8

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT			
--	--	--	--

Order of Protection: 4 Injunction Against: 3

SPECIAL PROCEEDINGS/ACTIVITIES			
--------------------------------	--	--	--

Peace Bond Complaints Filed: 0 Fugitive Complaints Filed: 0

Juvenile Hearings Held: 0 Search Warrants Issued: 15

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

August 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	128
Serious Violations	4
All Other Violations	434
TRAFFIC TOTAL	566

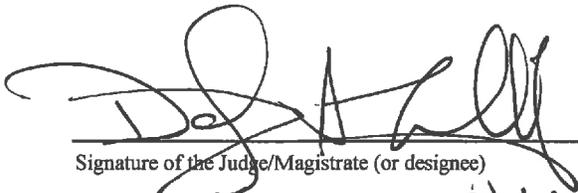
CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	522
CRIMINAL TOTAL	560

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

9-15-15
Date of Preparation

ARF-3362

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: August 2015

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe Regional

Information

Subject

Globe Regional Constable's Office Monthly Report for August 2015

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

August 2015 Monthly Report

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: 9/9/2015
To: Gila County Board of Supervisors
From: Ruben A. Mancha Constable
Re: Monthly Report

For the month of August 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: 158

TOTAL MILES FOR MONTH 1100

Globe Constable assisted/other: Bailiff in 3 court hearings

The Deputy Constable assisted/other: Bailiff in 0 court hearings

Total Monies Collected for the Month \$791.00

FTP Monies Collect by Justice Court from Constable Warrant Letters \$1350.94

Warrant letters mailed 56

Respectfully submitted,

Ruben A. Mancha

GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 9-2-15

118140 801-706

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Globe Regional Constable # 321

BILLING PERIOD August 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005.321.3405.80	CASH	Service Fees	160 00
	2379		77 00
	1314		40 00
	2378		120 00
	2394		24 00
	6160		48 00
	6169		48 00
	2402		200 00
	70897		64 00
I-915- -2061	2397	CESTB Court Fee	10 00
			791 00

Preparer Signature: Kimberly Buss

Title Constable Clerk

Approved Signature: [Signature]

Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	160 00
Coins	
Checks	631 00
Total	791 00

7 @ 2000 = 14000
4 @ 500 = 2000
16000

TREASURER By [Signature]

Date 9/2/15

GLOBE REGIONAL CONSTABLE OFFICE

FEES COLLECTED

AUGUST 2015

DATE	RECEIVED FROM	PROCESS NUMBER CASE NUMBER	AMOUNT	CHECK / MO / CASH
8/4/2015	John Perlman	1508CO006 J0403CV2015-336	48.00	Check
8/5/2015	Steve Schell	1508CO011 J0403CV2015-338	48.00	Check
8/5/2015	Steve Schell	1508CO012 J0403CV2015-338	48.00	Check
8/5/2015	Steve Schell	1508CO013 J0403CV2015-340	48.00	Check
8/6/2015	Lori Cunnigham	1508CO023 J0403CV2015-300	40.00	Cash
8/7/2015	Haven of Globe	1508CO022 J0403CV2015-348	40.00	Cash
8/14/2015	Andrea Perez	1508CO049 J0403CV2015-362	40.00	Check
8/17/2015	Steve Schell	1508CO63 J0403CV2015-339	87.00	Check
8/18/2015	Modesto Yang	1508CO088 J0403CV2015-366	48.00	Check
8/18/2015	Angel velasquez	1508CO086 DO201500247	40.00	Cash
8/28/2015	Steve Schell	1508CO144	40.00	Check
8/28/2015	Steve Schell	1508CO145	40.00	Check
8/28/2015	Steve Schell	1508CO146	40.00	Check
8/28/2015	Steve Schell	1508CO147	40.00	Check
8/28/2015	Steve Schell	1508CO148	40.00	Check
8/31/2015	JJL Process	1508CO158 J0403CV2015-360	64.00	Check
8/31/2015	Cathy Russell	1508CO101 J0403CV2015-368	40.00	Cash
			\$791.00	



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>	
App & Affidavit for Default	1	0	0.00	1	100.00	0	0.00
Arrest Warrant	56	53	94.64	2	3.57	1	1.79
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	3	100.00	0	0.00
Injunction Against Wrkplc Harr	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	6	2	33.33	4	66.67	0	0.00
Order of Protection	5	1	20.00	4	80.00	0	0.00
Summons and Complaint	2	0	0.00	2	100.00	0	0.00
seven day notice	5	1	20.00	4	80.00	0	0.00
Subpoena Duces Tecum	38	1	2.63	33	86.84	4	10.53
Summons Forcible Detainer	8	1	12.50	7	87.50	0	0.00
Criminal Summons	29	2	6.90	17	58.62	10	34.48
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Totals	158	61	38.61	82	51.90	15	9.49

Report Includes:

All receive dates between '00:01:00 08/01/15' and '23:59:00 08/31/15', 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: Acosta, Joseph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
621 N FIFTH ST, Globe	Taylor, R C	Joseph Acosta	YES

Time/Date: 11:00:00 08/24/15

To Be Served: Allen, Julian J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Julian Allen	YES

Time/Date: 12:15:00 08/27/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES

Time/Date: 09:50:00 08/10/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES

Time/Date: 14:04:00 08/31/15

To Be Served: Alvarado, Arlene K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
221 N Nash Ave, Miami	Taylor, R C	Arlene Alvarado	YES

Time/Date: 09:50:00 08/03/15

To Be Served: Angeles, Zachariah R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W HACKNEY AVE; unit 10, Globe	Taylor, R C		NO

Time/Date: 12:35:00 08/10/15

To Be Served: Badilla, Yvette R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5634 E English Ave, Globe	Taylor, R C		NO
Time/Date: 11:20:00 08/04/15			
5634 E English Ave, Globe	Taylor, R C		NO
Time/Date: 09:45:00 08/05/15			
5634 E English Ave, Globe	Taylor, R C	Yvette Badilla	YES
Time/Date: 15:50:00 08/10/15			

To Be Served: Brockett, Adam J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1421 East Monteray Drive S 51, Globe	Taylor, R C		NO
Time/Date: 10:35:00 08/11/15			
1765 N BROAD ST, Globe	Taylor, R C	Adam Brockett	YES
Time/Date: 12:00:00 08/12/15			

To Be Served: Brodie, Martha A.

<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 93, Globe	Taylor, R C	Martha Brodie	YES
Time/Date: 11:55:00 08/31/15			

To Be Served: Brown, Benecia L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
859 W LIVE OAK ST: unit 2, Miami	Taylor, R C		NO
Time/Date: 12:40:00 08/04/15			

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	Anthony Martinez	YES
Time/Date: 09:20:15 08/25/15			

To Be Served: Bysor, Mark A. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N WHEATFIELDS RD; unit 203, Globe	Taylor, R C		NO
Time/Date: 10:05:00 08/17/15			
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
Time/Date: 10:20:00 08/10/15			
300 S CHERRY FLATS RD; unit 31, Miami	Taylor, R C		NO
Time/Date: 09:30:00 08/12/15			
300 S CHERRY FLATS RD; unit 31, Miami	Taylor, R C		NO
Time/Date: 11:00:00 08/14/15			
To Be Served: Canizales, Kathy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	Rose Holiday	YES
Time/Date: 10:20:00 08/18/15			
To Be Served: Cano, Chesney M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST; unit 144, Globe	Taylor, R C	Chesney Cano	YES
Time/Date: 09:25:00 08/31/15			
To Be Served: Castillo, Hector			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Taylor, R C	L. Hansen	YES
Time/Date: 10:00:00 08/12/15			
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	R. Holiday	YES
Time/Date: 09:25:00 08/17/15			

Time/Date: 13:45:00 08/07/15

682 N FIFTH ST, Globe

Taylor, R C

Posted

YES

Time/Date: 13:00:00 08/24/15

To Be Served: Durbin - Salcido, Christine A.

Service Attempt

Attempted By

Served On

Svd?

5774 Old Oak and Copper, Claypool

Taylor, R C

NO

Time/Date: 09:55:00 08/25/15

5774 Old Oak and Copper, Claypool

Taylor, R C

Christine Durbin

YES

Time/Date: 10:50:00 08/26/15

To Be Served: Dybdahl, William M. III

Service Attempt

Attempted By

Served On

Svd?

8385 S Six Shooter Canyon Rd, Globe

Taylor, R C

NO

Time/Date: 09:50:00 08/11/15

5412 S RUSSELL RD, Globe

Taylor, R C

William Martin Dybdahl III

YES

Time/Date: 09:20:00 08/14/15

To Be Served: Eagleton, Joel

Service Attempt

Attempted By

Served On

Svd?

175 N PINE ST, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 09:40:00 08/17/15

To Be Served: Eaton, Randy V.

Service Attempt

Attempted By

Served On

Svd?

1300 E SOUTH ST, HERITAGE HEALTH,
Globe

Mancha, R A

Randy Eaton

YES

Time/Date: 12:26:00 08/11/15

1300 E SOUTH ST, HERITAGE HEALTH,
Globe

Mancha, R A

Randy Eaton

YES

Time/Date: 12:26:00 08/11/15

To Be Served: Enfield, Chelsea R.

Service Attempt

Attempted By

Served On

Svd?

8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 86, Globe	Taylor, R C	Chelsea Enfield	YES
Time/Date: 10:20:00 08/31/15			
To Be Served: Ensey, Erica M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 S. Ragus Road, Claypool	Taylor, R C	Erica M. Ensey	YES
Time/Date: 12:30:00 08/14/15			
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			NO
Time/Date: 11:33:00 08/26/15			
To Be Served: Flores, Esequiel P.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Esequiel Flores	YES
Time/Date: 15:40:00 08/07/15			
To Be Served: Fluker, Maurice			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CY #2, Globe	Taylor, R C	Karissa G.	YES
Time/Date: 10:00:00 08/31/15			
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	A. Warden	YES
Time/Date: 15:30:00 08/07/15			
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: 09:53:00 08/27/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C		NO
Time/Date: 10:40:29 08/25/15			
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
Time/Date: 11:40:20 08/25/15			

To Be Served: Gamboa, Tom

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS Hwy 60/77, Globe	Taylor, R C	M. Sneezy	YES
Time/Date: 09:15:00 08/19/15			

To Be Served: Garcia, Mary H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5808 Maple Leaf, Claypool	Taylor, R C	Mary Garcia	YES
Time/Date: 10:45:00 08/10/15			
5808 Maple Leaf, Claypool	Taylor, R C	Mary Garcia	YES
Time/Date: 10:45:00 08/10/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 09:55:00 08/13/15			

To Be Served: Gould, Carole

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8301 S COLT DR, Globe	Taylor, R C		NO
Time/Date: 11:10:00 08/25/15			
8301 S COLT DR, Globe	Taylor, R C		NO
Time/Date: 12:20:00 08/25/15			
721 E MONROE ST, unit 3, Globe	Taylor, R C	Carole Gould	YES
Time/Date: 12:50:00 08/25/15			

To Be Served: Hall, Jolina

<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 80, Globe	Taylor, R C	Jolina Hall	YES
Time/Date: 10:15:00 08/31/15			

To Be Served: Harper, Christopher M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 S REPPY AVE, Miami	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 09:25:00 08/05/15			
206 S REPPY AVE, Miami	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 10:00:00 08/19/15			

To Be Served: Haverstick, Terry A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
626 E Carico Street, Globe	Taylor, R C		NO
Time/Date: 09:25:00 08/13/15			
626 E Carico Street, Globe	Taylor, R C		NO
Time/Date: 09:25:00 08/15/15			

To Be Served: Henderson, Robert H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1137 E THORNWOOD DR, Globe	Taylor, R C		NO
Time/Date: 10:50:00 08/11/15			
198 S PECAN LN, Tonto Basin	Taylor, R C	Robert Haynes Henderson	YES
Time/Date: 10:20:00 08/14/15			

To Be Served: Hernandez, Edward W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R A	Edward Hernandez	YES
Time/Date: 10:11:00 08/07/15			

To Be Served: Huber, Nathan E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

878 E CLUFF LN, Globe	Taylor, R C		NO
Time/Date: 10:55:00 08/04/15			
878 E CLUFF LN, Globe	Taylor, R C		NO
Time/Date: 10:00:00 08/05/15			
878 E CLUFF LN, Globe	Taylor, R C	Nathan Huber	YES
Time/Date: 17:06:00 08/06/15			
To Be Served: Jascha, Raylynn			
<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 80, Globe	Taylor, R C	Jolina Hall	YES
Time/Date: 10:15:00 08/31/15			
To Be Served: Kempton, Joyce			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C		NO
Time/Date: 09:45:00 08/25/15			
2266 N ESCUDILLA DR, Globe	Taylor, R C	Joyce Kempton	YES
Time/Date: 10:20:00 08/25/15			
To Be Served: Knight, Charles R. Sr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; #6, Globe	Taylor, R C	Terri Joe Knight	YES
Time/Date: 12:00:00 08/31/15			
To Be Served: Knight, Terri J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Pueblo Heights Mhp #6, Globe	Taylor, R C	Terri Joe Knoight	YES
Time/Date: 12:00:00 08/31/15			
To Be Served: Lyman, Cassandra			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1202 E OCOTILLO DR, Globe	Taylor, R C		NO

Time/Date: 13:15:00 08/25/15

To Be Served: Mapps, Jeffrey Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 N Broad St #55, Globe	Taylor, R C	Jeffrey Mapps Jr	YES

Time/Date: 11:30:00 08/10/15

To Be Served: Martinez, Christa L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
724 1st Ave, Miami	Taylor, R C		NO

Time/Date: 10:55:00 08/10/15

To Be Served: Mata, Syneka N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6077 S Marian Canyon, Globe	Taylor, R C		NO

Time/Date: 12:07:00 08/26/15

6077 S Marian Canyon, Globe	Taylor, R C	Syneka Mata	YES
-----------------------------	-------------	-------------	-----

Time/Date: 10:30:00 08/27/15

To Be Served: McCoy, Carl

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES

Time/Date: 09:25:00 08/17/15

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	Jennifer McGaha	YES

Time/Date: 13:05:00 08/06/15

8958 S Six Shooter Cyn #30, Globe	Taylor, R C	Brian McGaha	YES
-----------------------------------	-------------	--------------	-----

Time/Date: 11:30:00 08/17/15

To Be Served: McGaha, Jennifer

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unti 30, Globe	Taylor, R C	Jennifer McGaha	YES
Time/Date: 13:05:00 08/06/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unti 30, Globe	Taylor, R C	Jennifer McGaha	YES
Time/Date: 11:30:00 08/17/15			
To Be Served: McGill, Sean D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 s Chery Flats Rd SPC 27, Miami	Taylor, R C	Sean Megill	YES
Time/Date: 10:15:00 08/13/15			
To Be Served: McGroarty, Chris			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:25:00 08/17/15			
To Be Served: McGuire, Edward			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N PINE ST, Gobe	Taylor, R C	A. Martinez	YES
Time/Date: 09:40:00 08/17/15			
175 N PINE ST, Gobe	Taylor, R C	Anthony Martinez	YES
Time/Date: 10:35:00 08/18/15			
To Be Served: McInturff, Christopher W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8037 S Pinal View #31, Globe	Mancha, R A	Christopher Wesley McInturff	YES
Time/Date: 14:50:00 08/14/15			
To Be Served: Medina, Robert A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
322 N. High St, Globe	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 09:40:00 08/13/15			

To Be Served: Mendoza, Lorraine S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R A	Lorraine Mendonza	YES
Time/Date: 15:24:00 08/20/15			

To Be Served: Murphy, Jennifer M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
113 S Central Ave, Claypool	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 14:20:00 08/07/15			

To Be Served: Myers, Monica M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Alhambra MHP Sp #15 1421 E. Monterey, Globe	Taylor, R C		NO
Time/Date: 10:25:00 08/11/15			
Alhambra MHP Sp #15 1421 E. Monterey, Globe	Taylor, R C		NO
Time/Date: 09:45:00 08/12/15			
Alhambra MHP Sp #15 1421 E. Monterey, Globe	Taylor, R C	Monica Marie Myers	NO
Time/Date: 12:55:00 08/14/15			

To Be Served: Peace, Brian N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C	Brian Peace	YES
Time/Date: 12:50:00 08/24/15			

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	Taylor, R C	Monica Sneezy	YES
Time/Date: 10:15:00 08/20/15			

To Be Served: Phaneuf, Heather

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1704 E SKYLINE CIR, Globe	Mancha, R A		NO
Time/Date: 14:06:00 08/20/15			
1704 E SKYLINE CIR, Globe	Mancha, R A		NO
Time/Date: 14:06:00 08/20/15			
1704 E SKYLINE CIR, Globe	Mancha, R A	Heather Phaneuf	YES
Time/Date: 15:29:00 08/20/15			
1704 E SKYLINE CIR, Globe	Mancha, R A	Heather Phaneuf	YES
Time/Date: 15:29:00 08/20/15			

To Be Served: Pitts, Lisa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R A	Lisa Ann Pitts	YES
Time/Date: 11:16:54 08/24/15			

To Be Served: Plank, Jody C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Copper Country Mhp SP 136, Globe	Taylor, R C		NO
Time/Date: 12:25:00 08/04/15			
2115 E US HIGHWAY 60; FRY'S; unit 200, Globe	Taylor, R C	Jody Plank	YES
Time/Date: 09:35:00 08/05/15			

To Be Served: Porter, Larry L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3752 E GORDON ST, Claypool	Taylor, R C	Larry porter	YES
Time/Date: 11:20:00 08/10/15			

To Be Served: Powell, Scott P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1249 S WALLIMAN RD, Globe	Taylor, R C		NO
Time/Date: 11:46:00 08/26/15			

To Be Served: Powell, Shyanne M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

6231 S WOODWARD LN, Globe	Taylor, R C	Shyanne Powell	YES
Time/Date: 11:05:00 08/12/15			
To Be Served: Prater, Noreen			
<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
Time/Date: 09:25:00 08/17/15			
To Be Served: Rayburn, Patrick D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
281 S Orient Dr Wheatfields, Globe	Taylor, R C		NO
Time/Date: 11:45:00 08/04/15			
281 S Orient Dr Wheatfields, Globe	Taylor, R C		NO
Time/Date: 12:50:00 08/05/15			
281 S Orient Dr Wheatfields, Globe	Mancha, R A		NO
Time/Date: 17:42:00 08/06/15			
281 S Orient Dr Wheatfields, Globe	Rust, K	Patrick Rayburn	YES
Time/Date: 12:55:00 08/07/15			
To Be Served: Reynoso, Florita D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Christina Apt Apt 29C, Miami	Taylor, R C		NO
Time/Date: 10:05:00 08/21/15			
To Be Served: Rincon, Shayla			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
184 N BROAD ST, Globe	Mancha, R A	Shayla Ricon	YES
Time/Date: 15:14:00 08/22/15			
To Be Served: Roberts, Kevin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	R. Holiday	YES
Time/Date: 09:25:00 08/17/15			

To Be Served: Romero, Shanissa M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N Wheatfields Rd Spc 95, Globe	Taylor, R C		NO
Time/Date: 12:00:00 08/04/15			

To Be Served: Shayne, Annette E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N MAIN ST; unit 190, Globe	Taylor, R C	Annette Shayne	YES
Time/Date: 11:20:00 08/05/15			

To Be Served: Shellenberger, Roberta A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C	Roberta Shellenberger	YES
Time/Date: 12:55:00 08/24/15			

To Be Served: Singh, George A. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5634 Roberts Drive, Globe	Taylor, R C		NO
Time/Date: 10:00:00 08/10/15			
1114 W FREDERIC ST, Miami	Taylor, R C		NO
Time/Date: 11:10:00 08/13/15			
5634 Roberts Drive, Globe	Taylor, R C		NO
Time/Date: 11:30:00 08/13/15			
1114 W FREDERIC ST, Miami	Taylor, R C		NO
Time/Date: 10:50:00 08/18/15			
5634 Roberts Drive, Globe	Taylor, R C		NO
Time/Date: 13:00:00 08/18/15			
5634 Roberts Drive, Globe	Taylor, R C		NO
Time/Date: 13:12:00 08/18/15			
1400 E ASH ST, Globe	Mancha, R A	George Singh	YES
Time/Date: 15:03:00 08/18/15			

To Be Served: Smith, Phil

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
274 N Broad St, Globe	Taylor, R C	Phil Smith	YES
Time/Date: 10:25:42 08/25/15			

To Be Served: Tafoya, Angela N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N WHEATFIELDS RD; HOLIDAY HILLS; Unit 63, Globe	Taylor, R C	Angela Tafoya	YES
Time/Date: 11:00:00 08/28/15			

To Be Served: Taylor, Ryan J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
10464 West Reade Ave, Glendale	Taylor, R C		NO
Time/Date: 12:55:00 08/24/15			

To Be Served: Toumberlin, Russell

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	Rose Holiday	YES
Time/Date: 10:20:00 08/18/15			

To Be Served:

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:45:00 08/27/15			

To Be Served: Valk, James

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
Time/Date: 11:45:00 08/27/15			

To Be Served: Van Meter, Steve D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7999 S Pinal View Dr-4Star MHP #7, Globe	Taylor, R C		NO

Time/Date: 13:10:00 08/07/15

7999 S Pinal View Dr-4Star MHP #7, Globe Taylor, R C Steve Van Meter YES

Time/Date: 17:35:00 08/07/15

To Be Served: Velasquez, April M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5687 S BURNHAM ST, Globe	Taylor, R C		NO

Time/Date: 09:45:00 08/19/15

5687 S BURNHAM ST, Globe	Taylor, R C	April Velasquez	YES
--------------------------	-------------	-----------------	-----

Time/Date: 12:00:00 08/19/15

To Be Served: Widner, Matthew S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
295 S BIRDS WAY, Globe	Taylor, R C		NO

Time/Date: 10:25:00 08/04/15

295 S BIRDS WAY, Globe	Taylor, R C		NO
------------------------	-------------	--	----

Time/Date: 10:15:00 08/05/15

295 S BIRDS WAY, Globe	Mancha, R A	matthew Widner	YES
------------------------	-------------	----------------	-----

Time/Date: 17:24:00 08/06/15

To Be Served: Williams, Dennis M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
979 E Saguaro Dr Apt 212, Globe	Taylor, R C		NO

Time/Date: 10:40:00 08/04/15

To Be Served: Wilson, Bobby D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
548 Canyon Stret, Globe	Taylor, R C	Bobby Dee Wilson	YES

Time/Date: 12:26:00 08/20/15

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	Taylor, R C	Anthony Martinez	YES

Time/Date: 10:35:00 08/18/15

175 N Pine St GPD, Globe

Taylor, R C

A. Martinez

YES

Time/Date: 09:55:00 08/24/15

Report Includes:

All dates between '00:01:00 08/01/15' and '23:59:00 08/31/15', All locations. All cities, All persons served, All persons to be served, All officers. All courts. All agencies matching 'GCCO', All dispositions

ARF-3366

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: August 2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable
- Payson Regional

Information

Subject

Payson Regional Constable's Office monthly report for August 2015.

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for August 2015

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

August 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

September 1, 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 **August, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **202** papers for service
 - ◆ Drove a total of **1,029** miles
 - ◆ Collected a total of **\$2,371.92** as follows:
 - Check Total \$1,666.92
 - Cash Total \$705.00
 - Total Deposited \$2,371.92
 - Check #2399, Jennings Haug & Cunninham
– refund writ deposit (\$ 75.00)
 - Check #2400, AZ Secretary of State
– Notary renewal (\$ 43.00)
 - Check #2401, Hunt Materials
– writ collection satisfaction (\$ 975.68)
 - Less Writ Fee (2 @ \$5.00/each) Collected
(Check #2402/Treasurer's Receipt #98420) (\$ 10.00)
 - Paid to General Fund
(Check #2403/Treasurer's Receipt #98421) \$1,268.24
 - Additional funds from the Town of Payson
paid into General Fund for process serving
by the Payson Regional Constable \$ 875.00
- Grand Total Paid to General Fund **\$2,143.24**

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	202	1,029	\$1,396.24	\$875.00	\$2,271.24
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	316	1,907	\$2,741.24	\$1,750.00	\$4,491.24



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>
Ashcraft, Wanda	1508PR125	08/31/15	644	60.00

				60.00
Chernov, Adrienne	1508PR024	08/06/15	622	48.00

				48.00
Collins, Edward	1508PR076	08/25/15	636	48.00

				48.00
DL Investigations & Att Supt,	1508PR082	08/27/15	639	40.00

				40.00
Diacos, Amanda	1508PR084	08/28/15	642	71.20

				71.20
Hawkins, Jerry L II	1508PR059	08/17/15	628	40.00

				40.00
Hunt Materials LLC,	1508PR001	08/04/15	621	200.00
	1508PR001	08/12/15	643	55.04

				255.04
JJL Process Corp,	1507PR092	08/26/15	638	5.00

				5.00
Jackson, Dominique Andrew	1508PR003	08/04/15	620	56.00

				56.00
Kinzenbaw, David R	1508PR074	08/21/15	633	48.00

				48.00
Lloyd Law Group PLLC,	1508PR069	08/19/15	629	40.00

				40.00

Oglesby, Robert C	1508PR071	08/20/15	631	48.00
				<u>48.00</u>
Parker, Heather	1508PR075	08/24/15	634	40.00
				<u>40.00</u>
Prest Realty LLC,	1508PR081	08/26/15	637	48.00
				<u>48.00</u>
Prudential Arizona Realty,	1508PR070	08/19/15	630	48.00
				<u>48.00</u>
R & H Boulder & Granite LLC,	1508PR039	08/13/15	626	48.00
				<u>48.00</u>
Reed & Hickman PA,	1508PR025	08/06/15	635	40.00
				<u>40.00</u>
Scholl, Staci	1508PR073	08/19/15	632	96.00
				<u>96.00</u>
Solcito Investments LLC,	1508PR058	08/17/15	627	48.00
	1508PR083	08/27/15	641	77.00
				<u>125.00</u>
Theisen, Jessica	1508PR037	08/27/15	640	40.00
				<u>40.00</u>
Villa, Flavio	1508PR027	08/07/15	625	48.00
				<u>48.00</u>
Williams, Joseph Garrett	1508PR023	08/05/15	623	56.00
				<u>56.00</u>
Wilson, Leslie	1508PR017	08/06/15	624	48.00
				<u>48.00</u>
				<u>1396.24</u>
	Total Cash			1396.24
	Received:			

Report Includes:

All transaction dates between `08/01/15` and `08/31/15`, 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	111	111	100.00	0	0.00	0	0.00
Child Custody Packet	3	0	0.00	3	100.00	0	0.00
Criminal Subpoena	49	0	0.00	47	95.92	2	4.08
Civil Summons	2	0	0.00	2	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	6	0	0.00	6	100.00	0	0.00
Notice and Summons	1	1	100.00	0	0.00	0	0.00
Notice	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	2	0	0.00	2	100.00	0	0.00
Order of Protection	9	1	11.11	8	88.89	0	0.00
Order	1	0	0.00	1	100.00	0	0.00
Order to Appear	1	0	0.00	1	100.00	0	0.00
Subpoena Duces Tecum	1	0	0.00	1	100.00	0	0.00
Summons Forcible Detainer	10	0	0.00	10	100.00	0	0.00
Criminal Summons	2	0	0.00	2	100.00	0	0.00
Writ of Execution	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
Totals	202	113	55.94	87	43.07	2	0.99

Report Includes:

All receive dates between `00:00:00 08/01/15` and `23:59:59 08/31/15`, 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: Alexander, Tayler

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 N GRANITE DR, Payson	White, C	Austin Alexander	YES
Time/Date: 14:00:00 08/07/15			

To Be Served: Ayers, Ryan A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
215 W Aero Dr, Payson	Cross, J		NO
Time/Date: 16:30:00 08/19/15			
200 S BEELINE HWY; EL RANCHO, Payson	Cross, J		NO
Time/Date: 17:53:00 08/19/15			
200 S BEELINE HWY; EL RANCHO, Payson	White, C	Ryan Andrew Ayers	YES
Time/Date: 11:22:00 08/20/15			

To Be Served: Barr, Les

<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: 13:11:00 08/03/15			

To Be Served: Blake, Joel M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
Time/Date: 11:15:00 08/17/15			
[REDACTED]	White, C	Joel Blake	YES
Time/Date: 09:05:00 08/18/15			

To Be Served: Bogatko, Nick

<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: 15:37:00 08/27/15

To Be Served: Bryce, Austin

<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

Time/Date: 10:21:00 08/06/15

To Be Served: Buckner, Brandon

<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: 13:11:00 08/03/15

To Be Served: Burghart, Stephanie M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1224 E Greenback Valley Rd, Tonto Basin	White, C		NO

Time/Date: 11:55:00 08/20/15

1224 E Greenback Valley Rd, Tonto Basin	White, C		NO
---	----------	--	----

Time/Date: 11:57:00 08/20/15

1224 E Greenback Valley Rd, Tonto Basin	White, C		NO
---	----------	--	----

Time/Date: 12:00:00 08/20/15

1009 S BEELINE HWY; CIRCLE K, Payson	White, C	Stephanie Michelle Burghart	YES
--------------------------------------	----------	-----------------------------	-----

Time/Date: 12:42:00 08/20/15

1100 E SOUTH ST, Globe	Mancha, R	Stephanie Burghart	YES
------------------------	-----------	--------------------	-----

Time/Date: 13:46:00 08/31/15

To Be Served: Burns, Brisa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N BEELINE HWY; unit house, Payson	White, C	David Burns	YES

Time/Date: 09:36:00 08/18/15

1302 N BEELINE HWY; unit house, Payson	White, C	Brisa Dawn Burris	YES
--	----------	-------------------	-----

Time/Date: 15:26:00 08/27/15

To Be Served: Chevalier, Deborah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

212 W BONITA ST, Payson	White, C		NO
Time/Date: 15:09:00 08/06/15			
212 W BONITA ST, Payson	White, C		NO
Time/Date: 10:18:00 08/07/15			
103 W ALPINE CIR, Payson	White, C		NO
Time/Date: 10:26:00 08/07/15			
103 W ALPINE CIR, Payson	White, C	Deborah Chevalier	YES
Time/Date: 09:52:00 08/10/15			

To Be Served: Chovanec, David S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
803 W COLT DR, Payson	White, C	David Scott Chovanec	YES
Time/Date: 11:03:00 08/14/15			

To Be Served: Cox-Robinson, Ashlea

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
717 W ST MORITZ DR, Payson	White, C	Ashlea Cox-Robinson	YES
Time/Date: 16:51:00 08/28/15			

To Be Served: Darlington, Jodi A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 Cornerstone #39, Star Valley	White, C	Sage Kesterson	YES
Time/Date: 10:46:00 08/14/15			

To Be Served: Daugherty, Briyan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E MCKAMEY ST; unti 1 & 2, Payson	White, C		NO
Time/Date: 13:48:00 08/03/15			
109 E MCKAMEY ST; unti 1 & 2, Payson	White, C		NO
Time/Date: 13:49:00 08/03/15			
109 E MCKAMEY ST; unti 1 & 2, Payson	White, C		NO
Time/Date: 08:22:00 08/04/15			
109 E MCKAMEY ST; unti 1 & 2, Payson	White, C		NO

Time/Date: 10:00:00 08/05/15

109 E MCKAMEY ST; unti 1 & 2, Payson White, C NO

Time/Date: 11:04:00 08/06/15

109 E MCKAMEY ST; unti 1 & 2, Payson White, C Briyan Daugherty YES

Time/Date: 11:53:00 08/06/15

To Be Served: Daugherty, Janna

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C		NO
--------------------------------------	----------	--	----

Time/Date: 13:48:00 08/03/15

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C		NO
--------------------------------------	----------	--	----

Time/Date: 13:49:00 08/03/15

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C		NO
--------------------------------------	----------	--	----

Time/Date: 08:22:00 08/04/15

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C		NO
--------------------------------------	----------	--	----

Time/Date: 10:00:00 08/05/15

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C		NO
--------------------------------------	----------	--	----

Time/Date: 11:04:00 08/06/15

109 E MCKAMEY ST; unit 1 & 2, Payson	White, C	Janna Daugherty	YES
--------------------------------------	----------	-----------------	-----

Time/Date: 11:53:00 08/06/15

To Be Served: Davies, Jesse T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

303 North Beeline, Payson	White, C	PPD Clipboard	YES
---------------------------	----------	---------------	-----

Time/Date: 10:00:00 08/17/15

To Be Served: Deaton, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
---------------------------	----------	---------------	-----

Time/Date: 10:00:00 08/17/15

To Be Served: Deschaaf, Chad

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

303 North Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			
To Be Served: Dicus, Justin M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 S BEELINE HWY; BURGER KING, Payson	Havey, M T		NO
Time/Date: 11:58:00 08/02/15			
301 S BEELINE HWY; BURGER KING, Payson	Chagolla, R		NO
Time/Date: 09:15:00 08/03/15			
301 S BEELINE HWY; BURGER KING, Payson	White, C	Justin Martin Dicus	YES
Time/Date: 08:39:00 08/05/15			
To Be Served: Dimmick, Christal L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 N BEELINE HWY, Payson	White, C	Christal Dimmick	YES
Time/Date: 14:45:00 08/06/15			
1000 N BEELINE HWY, Payson	White, C	Christal Dimmick	YES
Time/Date: 14:45:00 08/06/15			
1000 N BEELINE HWY, Payson	White, C	Christal Dimmick	YES
Time/Date: 14:45:00 08/06/15			
To Be Served: Doran, Bruce			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1001 N CAREFREE CIR, Payson	White, C	Posted/Mail	YES
Time/Date: 10:35:00 08/05/15			
To Be Served: Doyle, Walter T.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	Labonte, C	Walter T Doyle	YES
Time/Date: 13:10:00 08/26/15			

To Be Served: Edwards, Kellie

Service AttemptAttempted ByServed OnSvd?

717 W ST MORITZ DR, Payson

White, C

Kellie Edwards

YES

Time/Date: 16:40:00 08/28/15

To Be Served: Engler, Donald B.

Service AttemptAttempted ByServed OnSvd?

303 N Beeline Hwy, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:00:00 08/17/15

To Be Served: Escobedo, Nick

Service AttemptAttempted ByServed OnSvd?

, Tonto Basin

White, C

NO

Time/Date: 15:30:00 08/03/15

946 N CLINE BLVD, Tonto Basin

White, C

NO

Time/Date: 16:23:00 08/03/15

To Be Served: Feather, Dennis C.

Service AttemptAttempted ByServed OnSvd?

190 Cornerstone Way #24, Payson

White, C

Dennis Feather

YES

Time/Date: 08:25:00 08/05/15

To Be Served: Fields, Teelah A.

Service AttemptAttempted ByServed OnSvd?

611 W BRIDLE PATH LN, Payson

White, C

NO

Time/Date: 14:16:00 08/07/15

611 W BRIDLE PATH LN, Payson

White, C

NO

Time/Date: 14:20:00 08/07/15

1509 W RED BARON RD, Payson

White, C

Teelah Adele Fields

YES

Time/Date: 14:30:00 08/07/15

To Be Served: Ford, Leann

Service AttemptAttempted ByServed OnSvd?

To Be Served: Hansen, Michael

<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: 10:00:00 08/17/15			

To Be Served: Hardman, Bobby L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1006 S PONDEROSA ST, Payson	White, C	Bobby Lynn Hardman	YES
Time/Date: 10:57:00 08/25/15			

To Be Served: Haught, Roy G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
22 N CORNERSTONE WAY; HAUGHTS PIT, Star Valley	White, C	Roy Haught	YES
Time/Date: 10:22:00 08/17/15			

To Be Served: Hawkins, Malia A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N BEELINE HWY, Payson	White, C	Malia Ann Hawkins	YES
Time/Date: 09:30:00 08/18/15			

To Be Served: Hazelo, Jason

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			

To Be Served: Heape, April J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E GARRELS DR; unit A, Star Valley	White, C		NO
Time/Date: 10:05:00 08/17/15			
109 E GARRELS DR; unit A, Star Valley	White, C		NO
Time/Date: 10:06:00 08/17/15			
109 E GARRELS DR; unit A, Star Valley	White, C	April Heape	YES

Time/Date: 10:30:00 08/17/15

To Be Served: Heape, Justin W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
116 N ORION DR, Star Valley	White, C		NO
Time/Date: 16:54:00 08/10/15			
116 N ORION DR, Star Valley	White, C		NO
Time/Date: 16:55:00 08/10/15			
116 N ORION DR, Star Valley	White, C		NO
Time/Date: 17:01:00 08/10/15			
116 N ORION DR; unit 1, Star Valley	White, C		NO
Time/Date: 17:06:00 08/10/15			
116 N ORION DR; unit 1, Star Valley	White, C		NO
Time/Date: 17:10:00 08/10/15			
116 N ORION DR; unit 1, Star Valley	White, C	Justin William Heape	YES
Time/Date: 17:20:00 08/10/15			

To Be Served: Helms, Steven M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
Time/Date: 11:15:00 08/17/15			
[REDACTED]	White, C		NO
Time/Date: 09:08:00 08/18/15			
[REDACTED]	White, C		NO
Time/Date: 13:41:00 08/18/15			
[REDACTED]	White, C	Steven Michael Helms	YES
Time/Date: 12:33:00 08/20/15			

To Be Served: Hinton, Karras T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
808 N MCLANE RD; unti B, Payson	Cross, J	Christopher Hinton	YES
Time/Date: 17:56:00 08/26/15			

To Be Served: Hoff, Jeremy J.

<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	Jeremy Hoff	YES
Time/Date: 11:03:00 08/05/15			

To Be Served: Ingram, Carrie A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1109 N BEELINE HWY; RIM COUNTRY LANES, Payson	White, C	Carrie Ann Ingram	YES
Time/Date: 17:11:05 08/15/15			

To Be Served: Johnson, Laura A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
501 E McKamey, Payson	White, C		NO
Time/Date: 10:45:00 08/17/15			
400 E STHY 260, Payson	White, C	Laura Johnson	YES
Time/Date: 10:54:00 08/17/15			

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
Time/Date: 10:21:00 08/06/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:21:00 08/06/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:21:00 08/06/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:21:00 08/06/15			

To Be Served: Kunda, Matthew S.

<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
Time/Date: 10:23:00 08/25/15			

To Be Served: Lane, Stacy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 E STHY 260; BIG LOTS, Payson	White, C		NO
Time/Date: 10:55:00 08/17/15			
400 E STHY 260; BIG LOTS, Payson	White, C		NO
Time/Date: 10:56:00 08/17/15			
400 E STHY 260; BIG LOTS, Payson	White, C		NO
Time/Date: 11:01:00 08/17/15			
400 E STHY 260; BIG LOTS, Payson	White, C		NO
Time/Date: 11:02:00 08/17/15			
400 E STHY 260; BIG LOTS, Payson	White, C		NO
Time/Date: 11:10:00 08/17/15			
703 S RIDGEWAY LN, Payson	White, C	Stacy Lane	YES
Time/Date: 09:00:00 08/18/15			

To Be Served: Lee, Jacob

<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: 10:00:00 08/17/15			

To Be Served: Lee, Monte D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
142 E STHY 260; BASHAS, Payson	White, C	Monte D Lee	YES
Time/Date: 09:44:00 08/05/15			

To Be Served: Licavoli, Peter V.

<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
Time/Date: 10:21:00 08/06/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:21:00 08/06/15			

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
Time/Date: 10:00:00 08/17/15			

To Be Served: Lutch, Ralph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
805 S BEELINE HWY, Payson	Chagolla, R	Brian Rabins	YES
Time/Date: 09:41:00 08/04/15			

To Be Served: McAnerny, Michael

<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: 11:15:00 08/06/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:15:00 08/06/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			

To Be Served: McClure, Jeff 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
Time/Date: 09:20:00 08/18/15			

To Be Served: McNeal, David M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S Mclane #40, Payson	White, C		NO
Time/Date: 09:24:00 08/10/15			
905 S Mclane #40, Payson	White, C	David Michael McNeal	YES
Time/Date: 09:36:00 08/10/15			

To Be Served: Miller, Steven W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

600 W MAIN ST, Payson	Chagolla, R	Steve Miller	YES
Time/Date: 09:54:00 08/04/15			
To Be Served: Moppin, Mark A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
908 S Coronado Way, Payson	White, C		NO
Time/Date: 10:00:00 08/14/15			
To Be Served: Mullins, Nate			
<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: 10:00:00 08/17/15			
To Be Served: Neuman-Hillery, Chelsey R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
9389 Juniper Road, Strawberry	White, C	Chelsey Neuman	YES
Time/Date: 14:08:00 08/06/15			
To Be Served: Ortiz, Lorenzo			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline, Payson	White, C	PPD Clipboard	YES
Time/Date: 13:11:00 08/03/15			
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
Time/Date: 11:19:00 08/14/15			
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
Time/Date: 11:19:00 08/14/15			
To Be Served: Payson Emergency Physicians			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Dr Paul Gilbert	YES
Time/Date: 14:54:00 08/27/15			
To Be Served: Raymer, Katharine A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 N ANTELOPE PT, Payson	White, C	Katharine Ann Raymer	YES
Time/Date: 11:38:00 08/25/15			
To Be Served: Ringwald, Joshua P.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
172 E BELLUZZI BLVD, Payson	White, C	Joshua Paul Ringwald	YES
Time/Date: 15:29:00 08/28/15			
To Be Served: Rose, Jessica R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
506 S MESQUITE ST, Payson	White, C		NO
Time/Date: 08:28:00 08/03/15			
9049 W STAGELINE RD, Payson	White, C		NO
Time/Date: 11:39:00 08/06/15			
9252 W GIBSON RANCH RD, Payson	White, C	Jessica Rose	YES
Time/Date: 09:22:00 08/10/15			
To Be Served: Royal, Raheem L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
811 N COLCORD RD, Payson	White, C		NO
Time/Date: 14:39:00 08/06/15			
811 N COLCORD RD, Payson	White, C		NO
Time/Date: 16:05:00 08/06/15			
811 N COLCORD RD, Payson	White, C		NO
Time/Date: 09:30:00 08/07/15			
811 N COLCORD RD, Payson	White, C		NO

Time/Date: 09:00:00 08/10/15			
811 N COLCORD RD, Payson	White, C		NO
Time/Date: 16:00:00 08/10/15			

To Be Served: Sanchez, Angel L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 12, Payson	White, C	Angel Lynn Sanchez	YES
Time/Date: 09:56:00 08/05/15			

To Be Served: Sarnowski, Danielle M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 N PINON RD, Star Valley	White, C	Danielle Sarnowski	YES
Time/Date: 09:30:00 08/03/15			

To Be Served: Sarnowski, David N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
606 W MAIN ST, Payson	White, C	David Noah Sarnoski	YES
Time/Date: 10:30:00 08/03/15			

To Be Served: Sarter, Glenda L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
178 W STANDAGE DR; east side, Payson	White, C	Glenda Lee Sarter	YES
Time/Date: 15:00:00 08/31/15			

To Be Served: Sarter, Jalene			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
178 W STANDAGE DR; east side, Payson	White, C	Jalene Sarter	YES
Time/Date: 15:00:00 08/31/15			

To Be Served: Schiller, George W. IV			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY; unit 72, Payson	Chagolla, R		NO
Time/Date: 15:00:00 08/03/15			

807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson	White, C	George William Schiller IV	YES
Time/Date: 09:23:00 08/05/15			

To Be Served: Shover, Daniel R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 W MAIN ST, Payson	Chagolla, R	Harry Cronk	YES

Time/Date: 09:49:00 08/04/15

To Be Served: Singer, Carl J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1007 N Bern CIR, Payson	Cross, J	Carl Singer	YES

Time/Date: 18:03:00 08/19/15

To Be Served: Skidmore, Alutha 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		NO

Time/Date: 09:54:00 08/18/15

107 E LONE PINE DR; PAYSON CARE CENTER, Payson	White, C		NO
--	----------	--	----

Time/Date: 10:05:00 08/18/15

905 S Mclane rd apt 25, Payson	White, C		NO
--------------------------------	----------	--	----

Time/Date: 10:06:00 08/18/15

905 S Mclane rd apt 25, Payson	White, C	Alutha Mae Skidmore	YES
--------------------------------	----------	---------------------	-----

Time/Date: 10:17:00 08/18/15

To Be Served: Sneed, Patricia A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
505 E Luke Dr, Payson	White, C		NO

Time/Date: 11:29:00 08/03/15

505 E Luke Dr, Payson	White, C		NO
-----------------------	----------	--	----

Time/Date: 13:37:00 08/03/15

505 E Luke Dr, Payson	White, C		NO
-----------------------	----------	--	----

Time/Date: 14:11:00 08/03/15			
505 E Luke Dr, Payson	White, C	Patricia Ann Sneed	YES
Time/Date: 15:00:00 08/07/15			

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 Lou Spires	YES
Time/Date: 15:46:00 08/03/15			

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
Time/Date: 15:46:00 08/03/15			

To Be Served: St Clair, Kim			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
601 S MCLANE RD, Payson	White, C	Posted/Mailed	YES
Time/Date: 10:48:00 08/25/15			

To Be Served: Tank, Darryl Q.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 E CHERRY ST, Payson	White, C		NO
Time/Date: 11:48:00 08/25/15			
300 N BEELINE HWY; WALMART, Payson	White, C	Darryl Tank	YES
Time/Date: 12:03:00 08/25/15			

To Be Served: Thompson, Barbara			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
918 S Mud Springs Road, Payson	White, C	Barbara Thompson	YES
Time/Date: 15:20:00 08/06/15			
918 S Mud Springs Road, Payson	White, C	Barbara Thompson	YES
Time/Date: 15:20:00 08/06/15			

To Be Served: Vacca, Fred			
----------------------------------	--	--	--

<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
Time/Date: 09:30:00 08/18/15			
To Be Served: VanCamp, Matthew C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			
To Be Served: Varga, Mike			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:00:00 08/17/15			
To Be Served: Vaughn, Rory			
<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: 09:25:00 08/18/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 09:25:00 08/18/15			
To Be Served: Vela-Lopez, Maggie A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 N BEELINE HWY; unit 6, Payson	Cross, J	Maggie Vela Lopez	YES
Time/Date: 16:37:00 08/13/15			
To Be Served: Walters, Mark A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3447 Walnut Creek Road, Young	White, C	Mark Andrew Walters	YES
Time/Date: 10:00:00 08/12/15			

To Be Served: Wells, David A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N Matterhorn, Payson	White, C	David Wells	YES
Time/Date: 11:56:00 08/11/15			

To Be Served: Wirta, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 W SADDLE LN, Payson	Cross, J	Posted on Door	YES
Time/Date: 18:15:00 08/19/15			

To Be Served: Witt, Coda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1009 E STHY 260, Payson	White, C	FS LEO Clipboard	YES
Time/Date: 09:30:00 08/17/15			

To Be Served: Wooley, Clair

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
204 W PINECONE CIR, Payson	Cross, J	Clair Wooley	YES
Time/Date: 16:46:00 08/19/15			

To Be Served: Wooley, Cristopher L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
204 W PINECONE CIR, Payson	Cross, J		NO
Time/Date: 16:46:00 08/19/15			
108 W MAIN ST, Payson	Chagolla, R	Christopher Lee Wooley	YES
Time/Date: 13:04:00 08/22/15			

To Be Served: Woolf, Kayleigh N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
116 N ORION DR; Unit 3, Star Valley	White, C		NO
Time/Date: 16:54:00 08/10/15			
116 N ORION DR; Unit 3, Star Valley	White, C		NO
Time/Date: 16:55:00 08/10/15			

116 N ORION DR; Unit 3, Star Valley	White, C		NO
Time/Date: 17:01:00 08/10/15			
116 N ORION DR; Unit 1, Star Valley	White, C		NO
Time/Date: 17:06:00 08/10/15			
116 N ORION DR; Unit 1, Star Valley	White, C		NO
Time/Date: 17:07:00 08/10/15			
3760 E AZ HIGHWAY 260; C BAR DIAMOND MHP; C BAR DIAMOND MHP, Star Valley	White, C	Kayleigh N Woolf	YES
Time/Date: 17:27:00 08/10/15			

To Be Served: Woytenko, Alexander

<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
Time/Date: 10:21:00 08/06/15			

To Be Served: Zickefoose, Steven

<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
Time/Date: 10:21:00 08/06/15			

Report Includes:

All dates between `00:00:00 08/01/15` and `23:59:59 08/31/15`, 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

August 2015

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
8/3	102			
8/5	30			
8/6	90			
8/7	41			
8/10	48			
8/11	32			
8/12	163			
8/14			38	
8/17			25	
8/18	27			
8/20	78			
8/25	34			
8/26	174			
8/27	39			
8/28	55			
8/31	53			
DAYS	966		63	

**Total Miles Driven By
The Constable's Office**

1029

August 2015

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 9/1/15

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
T9162061	CESTB. writ fees collected August 2015	10 00
	2 @ 5 ⁰⁰	
	ck # 2402	
		10 00

Authorized Signature  Title #304 PRCO

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98420

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2402
91-527/1221 6128
0703680454

DATE 9/1/15

PAY TO THE ORDER OF Gila County Treasurer \$ 10⁰⁰

Ten & 00/100's DOLLARS

FOR Writ Fees - August

 290

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

SmartPrint Features Details on Back

⑈0000002402⑈ ⑆22205278⑆ 0703680454⑈

ARF-3372

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: August 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

Information

Subject

Clerk of the Superior Court's Office Monthly Report for August 2015.

Suggested Motion

Acknowledgment of the August 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

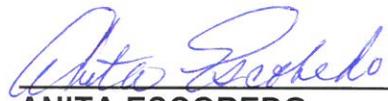
Clerk of Court Report of August 2015

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
AUGUST 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.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 9/15/2015 8:02:25 AM

Criteria : From Date : 8/1/2015 To Date : 8/31/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$5937.34		(\$7173.86)		(\$1236.52)	\$0.00
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$2.00		(\$2.00)		\$0.00	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$93982.00				\$93982.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2577.38				\$2577.38	\$128.87
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$13.22		\$0.19		\$13.41	\$0.67
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$105.78		\$1.54		\$107.32	\$5.37
		ZVAPB	30% INTERSTATE COMPACT	\$13.50				\$13.50	\$0.68
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$465.00		\$50.00		\$515.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$58.57				\$58.57	\$2.93
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$2190.90		\$85.00		\$2275.90	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$448.38				\$448.38	\$22.42

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$5321.54				\$5321.54	\$266.08
		ZFINE	BASE FINES	\$1765.71		\$609.49		\$2375.20	\$118.76
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$444.21				\$444.21	\$22.21
		ZCEF	CLEAN ELECTIONS FUND	\$183.60		\$67.82		\$251.42	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$43.44				\$43.44	\$2.17
		ZJDET	COUNTY JUV DETENTION	\$56.53		\$1381.84		\$1438.37	\$71.92
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2575.55				\$2575.55	\$128.78
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1303.46		\$318.72		\$1622.18	\$81.11
		ZDNAS	DNA STATE SURCHARGE	\$115.15		\$36.67		\$151.82	\$7.59
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1109.59				\$1109.59	\$55.48
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$324.56				\$324.56	\$16.23
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$146.75				\$146.75	\$7.34
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1492.43				\$1492.43	\$74.62
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$980.16				\$980.16	\$49.01
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$219.93				\$219.93	\$11.00
		ZDCRT	DRUG COURT FEE FUND	\$90.00				\$90.00	\$4.50

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDUIA	DUI ABATEMENT FUND	\$145.00				\$145.00	\$7.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$506.27				\$506.27	\$25.31
		ZWITN	EXPERT WITNESS FUND	\$900.00				\$900.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$162.80		\$101.10		\$263.90	\$13.20
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$14.61				\$14.61	\$0.73
		ZEXT	EXTRADITION REIMBURSEMENT	\$25.00				\$25.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$70.00				\$70.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$448.81				\$448.81	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$128.53		\$47.46		\$175.99	\$8.80
		ZCC	GEN JURIS CONCILIATION COURT	\$1175.27				\$1175.27	\$58.76
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4343.18		\$705.87		\$5049.05	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$723.86		\$117.65		\$841.51	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2171.60		\$352.93		\$2524.53	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1265.08				\$1265.08	\$63.25

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2873.89				\$2873.89	\$143.69
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$100.77		\$10.50		\$111.27	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$187.17		\$19.50		\$206.67	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$110.00		\$110.00	\$5.50
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$440.00		\$440.00	\$22.00
		ZJS	JUVENILE PROBATION SERV FEES	\$42.89				\$42.89	\$2.14
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$362.77		\$88.15		\$450.92	\$22.55
		ZMISC	MISCELLANEOUS FEES	\$83.70				\$83.70	\$4.19
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.89		\$0.77		\$13.66	\$0.68
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$40.00		\$0.00		\$40.00	\$2.00
		ZPP	PASSPORT APPLICATION FEES	\$1275.00				\$1275.00	\$63.75
		ZPCOF	PRISON CONSTRUCTION AND	\$1160.77				\$1160.77	\$58.04
		ZPBA	PROBATION FEE ADULT	\$10140.87		\$823.03		\$10963.90	\$548.20
		ZPUBZ	PUBLIC DEFENDER FEES	\$125.00				\$125.00	\$0.00

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$716.85		\$460.50		\$1177.35	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$90.42				\$90.42	\$4.52
		ZSTAT	STATE TREASURER - GENERAL FUND	\$25.62		\$195.39		\$221.01	\$11.05
		ZTECH	TECHNICAL REGISTRATION FUND	\$90.00		\$15.00		\$105.00	\$5.25
		ZVAF	VICTIMS ASSISTANCE FUND	\$31.50				\$31.50	\$1.58
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$15.00		\$25.00		\$40.00	\$2.00
		ZGFDU	XTRA DUI ASSMT	\$10.00				\$10.00	\$0.50
		ZPRS9	ZPRS9	\$325.86		\$40.00		\$365.86	\$18.29
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$25.00		\$25.00	\$1.25
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$383.00				\$383.00	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$8976.85		\$1046.74		\$10023.59	\$0.00
Total:				\$161117.51		\$0.00		\$161117.51	\$2172.22
							Less Shaded Areas:	- 106,990.97	
								\$ 54,126.54	
							Hold Receipts:	+ 1,236.52	
								55,363.06	
							LessFARE Payments:	- 518.81	
								\$54,844.25	

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

STATE OF ARIZONA)
) ss:
County of Gila)

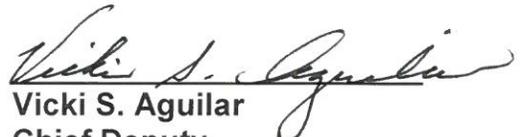
ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of AUGUST, 2015.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 11TH day of SEPTEMBER
2015.



Vicki S. Aguilar
Chief Deputy

ARF-3365

Consent Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: September 15, 2015 and September 16, 2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Information

Subject

September 15, 2015, and September 16, 2015, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the September 15, 2015, and September 16, 2015, Board of Supervisors' meeting minutes.

Attachments

09-16-15 BOS Meeting Minutes

09-15-15 BOS Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: September 16, 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

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jefferson R. Dalton led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to amend the tax rates for the Town of Hayden, Whispering Pines Fire District, and Houston Mesa Fire District for fiscal year 2015-2016.

Jeff Hessenius, Finance Division Director, explained that the Whispering Pines Fire District and Houston Mesa Fire District brought rate errors to the attention of Finance staff. The Town of Hayden's amended rate is due to an error in the form that was submitted to the Department of Revenue (DOR) by the Town of Hayden. The Town of Hayden Council held a Special Meeting last Thursday and passed and approved a resolution to round the tax rate back down to what the DOR recommended it to be at 5.6956. Chairman Pastor inquired if this action was within the legal timeframe to make the changes, to which Mr. Hessenius affirmed that he was correct, and added that notice would be sent to DOR directly following the meeting and the Treasurer will be given the information as well. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously amended the tax rates as follows: Whispering Pines Fire a change from 2.9226 to 3.15; Houston Mesa Fire District a change from 3.218 to 3.25; and, Town of Hayden a change from

8.0800 to 5.6956 as presented. After the vote, Vice-Chairman Martin added that the tax rate changes apply to fiscal year 2015-2016.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events and the County manager offered no comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:06 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: September 15, 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

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; 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. Steve Sanders led the Pledge of Allegiance and Pastor Rich Richie of First Church of the Nazarene in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of electronic scanning units and accessible voting devices by Unisyn Voting Solutions as the Gila County Elections Department's voting equipment is outdated and in need of replacement.

Eric Mariscal, Elections Department Director, stated that he, as directed by the Board of Supervisors, has sought ways to modernize the County's elections equipment. He introduced Paul Griego and Eric Champlain of Unisyn Voting Solutions to give the presentation and provide a demonstration of voting equipment.

Mr. Griego provided a slide presentation which included the history of the company. He then highlighted the following features and benefits regarding the OpenElect Voter Interface Device OVI-VC.

- Supports all precinct/ballot styles

- Early voting, vote centers and Election Day voting
- Supports all languages, both visually and audibly
- Produces ballot which can be scanned by OVO (OpenElect Voting Optical Scan) or OVCS (OpenElect Central Scan System)
- Prints all selections in human readable format
- Presents voter with 2nd chance comprehensive summary before printing ballot
- Keypad, touchscreen and binary navigation options
- Is a replacement for touch screens in early voting, voter centers, Election Day and walk-in absentee voting
- Serves as a real-time ballot delivery system
- Eliminates preprinted ballots
- Provides immediate ballots should quantities run low on Election Day
- Could eliminate or reduce the cost of ballot printing
- Independently operates simultaneously with the OVO voters
- Never disenfranchises the voters
- Any voter may choose to use

Mr. Champlain presented the following points from the slide presentation.

- High speed full page scanning
- Batch and session setting allow for maximum control
- Stores full image of ballots, as well as extracting write-in blocks from ballots
- Scans full page duplex ballots and OVI VC ballots
- Uploads data to tabulator server through same process as tabulator client
- Allows full electronic viewing of ballot images

Mr. Griego stated that Yavapai County was the first Arizona county to implement new election equipment using the 2005 Voluntary Voting System Guidelines, and Yavapai County Elections Director, Lynn A. Constabile, wrote a letter (which he read the last two paragraphs aloud) highly recommending the OpenElect System and Unisyn Voting Solutions.

Jon Cornell, KQSS radio reporter, inquired if Navajo and Apache would be language options with the new voting equipment to which Mr. Griego replied that the voice system option will recognize the Navajo and Apache languages through the head phones but the Navajo and Apache languages would not be in written form.

The Board members held a brief discussion with the vendors for clarification and asked Mr. Mariscal clarifying questions regarding Election Day procedures.

B. Presentation of electronic scanning units and accessible voting devices by Robis Elections, Inc. as the Gila County Elections Department's voting equipment is outdated and in need of replacement.

Mr. Mariscal introduced Sam Sturm of Robis Elections, Inc.

Prior to the presentation Chairman Pastor inquired of Mr. Mariscal if the Gila County Recorder was invited to attend this meeting to which Mr. Mariscal stated that the Recorder was invited to the meeting; however, she was not present at this time.

Mr. Sturm provided background information regarding Robis Elections, Inc. and he stated that Maricopa County is utilizing its equipment. He provided information regarding an electronic poll book option that would work in harmony with the voting equipment that was presented in the previous agenda item. He explained the convenience and benefits that the electronic poll book [computer tablet] provides and demonstrated how to use the AskED ePollbook and highlighted the following points:

- Automate voter check-in and look up voters faster
- Reduce wait times
- Optionally print ballots on demand
- Synchronize voter data between multiple locations in real-time (the AskED ePollbook works connected or disconnected)
- Deploy additional systems quickly
- The decision support system provides step-by-step directions to the poll worker for increased accuracy
- Update voter history electronically
- Reduce unnecessary provisional ballots
- Monitor voter traffic and wait times at any location
- Supports the consolidation of polling places and the use of vote centers
- Reduce election worker payroll
- Reduce the number of pieces of election equipment needed
- See what is happening in real-time

Supervisor Marcanti inquired if there would be technical support provided on Election Day in the event of a problem. Mr. Griego stated that for the first two elections there will be someone on site to work with County staff and precinct workers. Their staff would answer phone calls and physically going to sites if there is a need for assistance. There will be a charge for a representative to be in the state to provide on-site support after the first two elections.

Vice-Chairman Martin asked about their process with regard to early voting. Mr. Griego stated that there would be a back-up voting machine ready to use in the event of a problem with the equipment during the early voting process. Mr.

Mariscal stated that the Recorder has offered to use her early voting sites as vote centers as well. She asked if both vendors would be available on Election Day to provide technical support to which Mr. Sturm stated that is the process.

Vice-Chairman Martin asked for the number of election cycles that Yavapai County has used Unisyn Voting Solutions equipment and the number of election cycles that Maricopa County has used Robis Elections, Inc. equipment. Mr. Griego replied that Yavapai County has used the Unisyn equipment through five election cycles. Mr. Sturm stated that Maricopa County first started using the equipment in November 2013; however, he didn't have the exact number of election cycles there have been since that time, but stated that he would provide that information.

Chairman Pastor thanked the vendors for the presentations.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to obtain public comment and consider adopting Ordinance No. 2015-03, an amendment to Section 104.7 of the Gila County Zoning Ordinance by deleting reference to a D40 Density District and replacing it with a D10 Density District.

Bob Gould, Community Development Division Director, stated that in August 2014, the Board adopted a revised Zoning Ordinance for the unincorporated areas of Gila County. At that time staff recommended that the minimum lot size for a general unclassified (GU) zoning district should be 40,000 square feet. The minimum lot at that time was 10,000 square feet. A GU zoning district was originally adopted in 1987, and at that time it was estimated by staff that 60% of all lots were un-zoned. The GU zoning district was then arbitrarily applied to all of those lots. He stated that he believes both of these actions to be in error and requested the adoption of Ordinance No. 2015-03 whereby a 10,000 square foot minimum lot size for a GU district zoning would be designated because a 40,000 minimum lot size is not appropriate for commercial and highway frontage property.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Ordinance No. 2015-03, an amendment to Section 104.7 of the Gila County Zoning Ordinance by deleting reference to a D40 Density District and replacing it with a D10 Density District. **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to obtain public comment and consider adopting Ordinance 2015-04, an amendment to the Gila County Zoning Ordinance to allow for the establishment of accessory dwelling

units in all single family residential districts and to delete references to guest houses.

Chairman Pastor advised that Jefferson Dalton, Deputy County Attorney and Civil Bureau Chief, recommended that the Board consider convening in Executive Session to obtain legal advice regarding this agenda item. At 11:11 a.m., upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously voted to go into Executive Session to address agenda item 3-B.

At 11:48 Chairman Pastor reconvened the regular meeting.

Mr. Gould provided a brief overview of the Ordinance and stated that park model homes are allowed to give property owners more housing choices. Vice-Chairman Martin stated that she would like to refer this item to the Planning and Zoning Commission for further review and consideration.

Chairman Pastor opened the public hearing. Jon Cornell, KQSS radio reporter, asked for clarification regarding the building requirement size as far as accessory dwelling units in relation to the primary dwelling unit. Mr. Gould confirmed that accessory dwelling units may not be larger in size than the primary dwelling on a property. There being no additional comments from the public, Chairman Pastor closed the public hearing.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously tabled this item and referred it to the Planning and Zoning Commission with instruction to meet with staff and the County Attorney's Office to review the issues.

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to provide an update on the activities of the Town of Miami's Cobre Valley Community Transit System; approve Intergovernmental Agreement No. 081915-3 (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2015-2016 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Jeff Hessenius, Finance Division Director, stated that this is an Intergovernmental Agreement (IGA) with the Town of Miami to extend the IGA for another year and to provide \$31,500 in economic development funding to assist with the Town's Dial-A-Ride program.

Joe Heatherly, Miami Town Manager, requested that Gila County continue participating in the Cobre Valley Community Transit (CVCT) System. He provided the following information regarding funding of CVCT. The 2015-2016 fiscal year budget is in the amount of \$498,396 of which 65.3% is funded by the Arizona Department of Transportation (ADOT); 6.3% Gila County; 6.3% City of Globe; 6.3% Town of Miami; and, \$21,000 would come from ride fares charged to patrons of the program. Mr. Heatherly stated the remaining approximate amount of \$58,000 would most likely be funded by the Town of Miami. There are currently 24 stops; 3 in Miami, 4 in the unincorporated areas of Gila County and 17 in the City of Globe. The ridership is mostly comprised of senior citizens and individuals with developmental disabilities. The hours of operation are Monday through Friday from roughly 6:30 a.m. to 6:00 p.m. He advised that dispatch service is available from 6:00 a.m. to 6:00 p.m. and that there are two types of systems; a fixed route system with 24 stops as mentioned earlier, and the other system is Dial-A-Ride, which is basically a taxi service. Previously the fixed route part of the program was losing money and the Dial-A-Ride created a profit. Mr. Heatherly stated that the Town of Miami has been working closely with ADOT over the past 14 months and “we have worked diligently to not compete with ourselves.” He added that ADOT is fully supportive of this program.

Mr. Heatherly believes the Town of Miami’s transit program provides a vital service to the entire community as routes include transportation to the Cobre Valley Regional Medical Center, Fry’s, and Wal-Mart. The Town recently formed a Transit Advisory Council (TAC) which has yet to meet, but the intent is to schedule a meeting within the next three weeks.

He stated that the route to the Wheatfields area was eliminated prior to his becoming Town Manager because of the lack of ridership; however, he added ADOT didn’t approve that route stop for this program. A preventative maintenance program has been established for the buses to ensure they are dependable and run efficiently. Bi-monthly training programs have also been implemented for the staff.

Mr. Heatherly reviewed some of the issues to be discussed and considered by the TAC such as routes and stops along the routes; adding “express routes,” such as routes to the Courthouse or other County facilities, Freeport-McMoRan mine, etc.; rates associated with the fares; expanding hours of operation to possibly include evenings and weekends; and marketing efforts to promote the transit program to broaden the perception of ridership.

Supervisor Marcanti expressed his support of the program. Chairman Pastor agreed that the CVCT System provides a very important service to the community and he was pleased that a TAC was formed. He suggested that the Town may want to consider conducting another survey regarding the ridership

to/from the Wheatfields area to determine whether or not the ridership has increased from two years ago.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 081915-3 (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2015-2016 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

B. Information/Discussion/Action to approve Intergovernmental Agreement No. 082015-1 between Gila County and Tonto Basin Unified School District #33 (District) whereby the District shall be allowed to continue to park school buses at the Tonto Basin County facility, and also purchase fuel from the County for the buses at cost for a period of one year with the option for three one-year renewals by mutual agreement of both parties.

Mr. Hessenius stated that this agenda item accurately summarizes the request being presented for Board action. He added that the Tonto Basin Unified School District is billed for fuel usage and payment is due to the County the following month. Steve Sanders, Public Works Division Director, added that this Intergovernmental Agreement has been working out to be beneficial to the District. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. 082015-1 between Gila County and Tonto Basin Unified School District #33 (District) whereby the District shall be allowed to continue to park school buses at the Tonto Basin County facility, and also purchase fuel from the County for the buses at cost for a period of one year with the option for three one-year renewals by mutual agreement of both parties.

C. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department.

Mr. Hessenius stated that this agenda item is to request to advertise for the cost to perform a complete engine rebuild of an 816F CAT compactor. The cost to purchase a new compactor would be approximately \$500,000. This particular piece of equipment has had some work done to it recently and Sharon Winters, Recycling and Landfill Manager, believes this to be the best course of action at this time. He added that this compactor averages approximately 3.5 hours of use per day at the Buckhead Mesa Landfill. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Request for Proposals No.

080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department.

D. Information/Discussion/Action to authorize the Chairman's signature on a Grant of Easement between Gila County and Arizona Water Company whereby the County will grant a water line easement to Arizona Water Company.

Mr. Sanders stated that this water line is in the area of the new Public Works complex. The County has granted multiple water line easements along Rose Mofford Lane and Besich Boulevard during the development of the complex. This is the last easement that is needed in order to connect a water line to the existing water line. The roads in the area do not have right-of-way easements. The County owns the land and there are no dedicated right-of-ways; therefore, Arizona Water Company couldn't use the franchise to access County rights-of-way, so easements were required.

Fred Rios, Arizona Water Company Division Manager for the Miami-Globe area stated that this water line would be an added water line to the Cobre Valley Regional Medical Center and it will help support the current expansion project currently underway. He believes this grant of easement is vital and it will be an added benefit to the Cobre Valley Regional Medical Center. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Chairman's signature on a Grant of Easement between Gila County and Arizona Water Company whereby the County will grant a water line easement to Arizona Water Company.

Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2015 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.

B. Approval of Amendment No. 1 to Contract No. ADHS15-094962 with the Arizona Department of Health Services for the Healthy People Healthy Communities program to change the contract number to ADHS16-098369 and various reporting deliverables of the contract currently utilized by the Gila County Health Department for the period of July 1, 2015, to June 30, 2020.

C. Approval of Amendment No. 1 to Contract No. 121714 between Gila County and Koo Design-Build to increase the contract amount by \$5,197 for a new total contract amount of \$124,945, in order to modify the scope of work to provide improved access to various areas of the Payson Courthouse with no impact to the project completion date of November 15, 2015.

D. Approval of Amendment No. 1 to extend the contract term with Jani-Serv, Inc. to provide janitorial services for various County facilities in northern Gila County from August 18, 2015, to August 17, 2016, at an annual cost of \$40,714.56, with the addition of \$1,400, if needed, to cover any potential carpet cleaning and stripping and waxing of floors that may be required during the term of the renewal period.

E. Approval of the August 25, 2015, and September 1, 2015, Board of Supervisors' meeting minutes.

F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 17, 2015 through August 21, 2015, and August 24, 2015 through August 28, 2015.

G. Approval of finance reports/demands/transfers for the weeks of September 8, 2015, and September 15, 2015.

September 8, 2015

\$260,919.84 was disbursed for County expenses by check numbers 272340 through 272470.

September 15, 2015

\$1,631,100.78 was disbursed for County expenses by check numbers 272471 through 272587. **(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 5-A through 5-G.

At 11:19 a.m. Vice-Chairman Martin left the meeting.

Item 6 – 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 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.

Each Board member (except Vice-Chairman Martin) and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:22 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3233

Consent Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: 09/01/15, 09/08/15, 09/15/15, 09/22/15, and 09/29/15

Submitted For: Erica Raymond, Human Resources Assistant

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources Department

Information

Subject

Human Resources reports for the weeks of September 1, 2015, September 8, 2015, September 15, 2015, September 22, 2015, and September 29, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of September 1, 2015, September 8, 2015, September 15, 2015, September 22, 2015, and September 29, 2015.

Attachments

HR Summary Report

09/01/15 Human Resources Report

09/08/15 Human Resources Report

09/15/15 Human Resources Report

09/22/15 Human Resources Report

09/29/15 Human Resources Report

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	111	8	18	7	12	11	20	19	7	9			
NEW HIRES REGULAR STATUS	81	9	9	8	9	2	8	13	10	13			
NEW HIRES TEMPORARY STATUS	19	3	2	2	4	0	4	1	1	2			
NEW VOLUNTEERS	0	0	0	0	0	0	0	0	0	0			
DEPARTMENTAL TRANSFERS	51	6	4	4	4	3	3	8	6	13			
END PROBATIONARY PERIOD	61	2	2	10	5	8	8	6	11	9			
OTHER ACTIONS	61	11	2	1	10	5	9	10	9	4			
REQUEST TO POST	92	7	14	5	9	5	18	13	11	10			
Total Transactions	476	46	51	37	53	34	70	70	55	60	0	0	0

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 1, 2015

DEPARTURES:

1. Megan Winters – Probation – Administrative Clerk Senior – 08/28/15 – General (.80)/Diversion Consequences(.20) Funds – DOH 07/20/15
2. Destinee Barajas – Constituent Services 2 – Temporary Laborer – 08/14/15 – General Fund – DOH 06/08/15
3. Savannah Barajas – Constituent Services 2 – Temporary Laborer – 08/14/15 – General Fund – DOH 06/08/15

NEW HIRES:

4. Karen Brake – Sheriff’s Office –Administrative Clerk – 09/08/15 – General Fund – Replacing Lisa Dzera
5. Nancy Hinojos – Clerk of Superior Court – Court Clerk – 09/08/15 – General Fund – Replacing Stephanie Perez
6. Valerie Pizano – Clerk of Superior Court – From Temporary Court Clerk – To Court Clerk – 09/08/15 – From Superior Court Cost of Prosecution Fund – To General Fund – Replacing Ann Garlinghouse
7. Dawnie Lyon – School Superintendent’s Office – Accounting Clerk – 09/08/15 – General Fund - Replacing Susan Aliprandini
8. Lorraine Fowler – Probation – Administrative Clerk Senior – 09/08/15 - General (.80)/Diversion Consequences(.20) Funds – Replacing Megan Winters

END PROBATIONARY PERIOD:

9. Cole LaBonte – Sheriff’s Office – Deputy Sheriff – 08/04/15 – General Fund
10. Glen Farnham – Public Works – Vehicle and Equipment Maintenance Supervisor – 09/30/15 – Public Works Fund
11. Karrie Powers – Globe Regional Justice Court – Justice Court Clerk Senior – 09/09/15 – General Fund

DEPARTMENTAL TRANSFERS:

12. Rose Holiday – Sheriff’s Office – From Records Clerk – To Civil Clerk – 09/07/15 – General Fund – Replacing Patricia Dodd
13. Bryan Chambers – From County Attorney’s Office – To Superior Court Division 1 – From Civil Bureau Chief – To Superior Court Judge – 08/31/15 – General Fund – Replacing Peter Cahill
14. Stephanie Perez – Clerk of Superior Court – From Court Clerk – To Courtroom Clerk IV-D – 08/31/15 – General Fund – Replacing Karen Yanez

OTHER ACTIONS:

15. Brian Dirks – Sheriff’s Office – Deputy Sheriff – 07/03/15 – General Fund – Extending probationary period to 01/03/16
16. Oulono Folau – Sheriff’s Office – Deputy Sheriff – 07/03/15 – General Fund – Extending probationary period to 01/03/16

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 8, 2015

DEPARTURES:

1. Patsy Clayton – Community Development – Code Compliance Specialist – 09/23/15 – General Fund – DOH 01/02/96
2. Marci Lantz – Probation – Juvenile Detention Officer – 08/31/15 – General Fund – DOH 03/02/15
3. Kristin Baker – Constituent Services 2 – Temporary Laborer – 07/06/15 – General Fund – DOH 07/06/15

NEW HIRES:

4. Yolanda Spurgeon – Probation – Juvenile Detention Officer – 09/14/15 – General Fund – Replacing Philip York
5. Michael Thrall – County Attorney’s Office – Deputy County Attorney – 09/28/15 – Cost of Prosecution Reimbursement Fund – Replacing Robert Swinford
6. Bernadette Munoz – Public Works – Rural Addressing Analyst – 09/14/15 – General Fund – Replacing Steve McGill

TEMPORARY HIRES TO COUNTY SERVICES:

7. Roshanda Wesley – Library District – Temporary Early Literacy Program Coordinator – 09/14/15 – Library District Grants Fund – Replacing Candelaria Brown

DEPARTMENTAL TRANSFERS:

8. Mark Kaufman – Community Development – From Zoning and Building Inspector – To Building Safety Specialist – 09/14/15 – General Fund – Replacing Caryn Paige
9. Rebecca Taylor – Public Works – From Custodian (.85) – To Custodian – 09/14/15 – Facilities Management Fund – Replacing Antoinette Gonzales

OTHER ACTIONS:

10. Megan Winters – Probation – Administrative Clerk Senior – 08/25/15 - General (.80)/Diversion Consequences(.20) Funds – Changing resignation date from 08/28/15 to 08/25/15

REQUEST TO POST:

11. Public Works – Custodian (.85) – Vacated by Rebecca Taylor
12. Public Works – Building Maintenance Technician Senior – Vacated by William McDaniel
13. Community Development – Zoning and Building Inspector – Vacated by Mark Kaufman

**HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 15, 2015**

DEPARTURES:

1. Sandra Pena – Health and Emergency Services – Communicable Disease Specialist – 09/11/15 – Bio Terrorism Program – DOH 03/10/14
2. Denice Bondurant – Probation – Probation Fiscal Services Manager – 09/11/15 – General(.70)/Diversion Intake(.30) Funds – DOH 02/05/90

NEW HIRES:

3. Matthew Archuleta – Probation – Juvenile Detention Officer – 09/21/15 – General Fund – Replacing Marci Lantz
4. Robert Deck – Probation – Juvenile Detention Officer – 09/21/15 – General Fund – Replacing Nora Palmer

END PROBATIONARY PERIOD:

5. Julie Taylor – Recorder’s Office – Recorder’s Clerk – 08/23/15 – General Fund
6. Connor Stenson – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 09/29/15 – Adult Probation Service Fees Fund
7. Kimberly Zamora – Probation – From Deputy Probation Officer 1 – To Deputy Probation Officer 2 – 09/29/15 – State Aid Enhancement Fund

DEPARTMENTAL TRANSFERS:

8. Lynn Trimble – Probation – From Deputy Probation Officer 2 – To Deputy Probation Officer 4-Fiscal Manager – 09/14/15 – From State Aid Enhancement Fund – To General(.70)/Diversion Intake(.30) Funds – Replacing Denice Bondurant
9. Nora Palmer – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 09/21/15 – General Fund – Replacing Deloris Rascon
10. Rhonda Rolf – Recorder’s Office – From Recorder’s Clerk – To Recorder’s Clerk Senior – 09/10/15 – General Fund – Replacing Shealene Stidham

REQUEST TO POST:

11. Health and Emergency Services – Temporary Public Health Emergency Preparedness Planner – Vacated by B. Todd Whitney
12. Health and Emergency Services – Community Health Policy Analyst – New grant funded position
13. Health and Emergency Services – Communicable Disease Specialist – Vacated by Sandra Pena

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 22, 2015

NEW HIRES:

1. David O'Brien – Public Works – Vehicle and Equipment Mechanic – 10/05/15 – Public Works Fund – Replacing Derek Bartling
2. Jordon Montgomery – Recorder's Office – Recorder's Clerk – 10/05/15 – General Fund – Replacing Shealene Stidham

END PROBATIONARY PERIOD:

3. Stephanie Hunsaker – Payson Regional Justice Court – Justice Court Clerk Associate – 09/30/15 – General Fund

REQUEST TO POST:

4. Clerk of Superior Court – Temporary Court Clerk – Vacated by Valerie Pizano

**HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 29, 2015**

DEPARTURES:

1. Kiani Kame – Constituent Services 2 – Temporary Laborer – 09/25/15 – General Fund – DOH 07/06/15

NEW HIRES

2. Nola Magneson – Library District – Public Services Librarian – 10/5/15 – Library District Grants(.30)/Library Assistance(.70) Funds – Replacing Pamela Beerens

TEMPORARY HIRES TO COUNTY SERVICES:

3. Frank Gonzales – Constituent Services 2 – Temporary Laborer – 10/05/15 – General Fund – Replacing Kiani Kame

END PROBATIONARY PERIOD:

4. Sidney Wells, Jr. – Public Works – Road Maintenance and Equipment Operator – 10/13/15 – Public Works Fund
5. Austin Livingood – Public Works – Road Maintenance Worker – 10/06/15 – Public Works Fund

DEPARTMENTAL TRANSFERS:

6. Wayne Sukosky – Sheriff's Office – From 911 Dispatcher – To Detention Officer – 09/14/15 – General Fund – Replacing Elois Corn
7. Amy Farley - Probation – Deputy Probation Officer 1 – 09/28/15 – From Diversion Intake Fund – To State Aid Enhancement Fund – Replacing Lynn Trimble
8. Alberta Lancieri – Probation – Deputy Probation Officer 2 – 09/28/15 – From Juvenile Intensive Probation Supervision Fund – To Diversion Intake Fund – Replacing Amy Farley
9. Jessica Ortega – Probation – From Juvenile Detention Shift Supervisor – To Deputy Probation Officer 1 – 09/28/15 – From General Fund – To Juvenile Intensive Probation Supervision Fund – Replacing Alberta Lancieri
10. Emelle Silvers – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 09/28/15 – General Fund – Replacing Jessica Ortega

OTHER ACTIONS:

11. John Scott – Public Works – Automotive Mechanic – 10/27/15 – Public Works Fund – Extending probationary period an additional month

REQUEST TO POST:

12. Clerk of the Superior Court – Courtroom Clerk Technician – Vacated by Sally Denny
13. Clerk of the Superior Court – Court Clerk – Vacated by Nancy Hinojos
14. Public Works – Deputy Director of Public Works – Vacated by Steve Sanders

ARF-3383

Consent Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 10/06/2015

Reporting Period: September 4, 2015; September 11, 2015; and

September 18, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 9-4-15; 9-11-15; and 9-18-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 31, 2015 through September 4, 2015; September 7, 2015, through September 11, 2015; and, September 14, 2015, through September 18, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 9-4-15, 9-11-15, and 9-18-15

Amendment No. 2-High Desert Humane Society

Amendment No. 2-Vulcan Materials

Service Agreement No. 072215-Kino Floors

Amendment No. 1-Four Corners Concrete

Amendment No. 3-Aztec Alarms

Service Agreement No. 081915-Ground Penetrating Radar

Professional Services Contract No. 081215-Hanlon Engineering

Authorization to use State Contract with Centurylink-SIP

Authorization to use State Contract with Centurylink-DS1 Upgrade

Authorization to use State Contract with Creative Communications

Authorization to use State Contract with Durham Communications

Authorization to use City of Avondale contract-Stanley Security

Amendment No. 1-StateFoodSafety.com

Authorization to use City of Avondale Contract-Stanley
Security-Medical Cabinets

Amendment No. 1-HMWS

Service Agreement 080615-1-Biddle & Brown

Amendment No. 2-Glass Masters, Inc.

Amendment No. 2-Cemex

Service Agreement No. 080715-JE Fuller

Service Agreement No. 081915-1-C & M Communications

Service Agreement No. 081215-2-C & M Communications

Service Agreement No. 090315-Burden Electric

Service Agreement No. 080615-4-American Fence Company

Amendment No. 1-H & H Heating & Cooling

Agreement No. 072415-Humane Society of Central Arizona, Inc.

Service Agreement No. 091115-Mountain Retreat Builders

Authorization to utilize Maricopa County contract with Empire

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

August 31, 2015 thru September 04, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
High Desert Humane Society	Lease Agreement between Gila County and High Desert Humane Society, Inc.	\$9,600.00	7-1-15 to 6-30-16	9-1-15	Expires	Amendment No. 2 has been issued, per Michael O'Driscoll, to extend the contract from 07-01-15 to 06-30-16 for the annual lease agreement with High Desert Humane Society.
050713 Vulcan Materials Company	Contract No. 050713 Asphalt FOB Plant Copper Region of Gila County	\$100,000.00	9-7-15 to 9-6-16	9-2-15	Expires	Amendment No. 2 will serve to extend the term of the contract from September 6, 2015 to September 7, 2016. Vulcan Materials provides Asphalt for the Copper Region of Gila County.
072215 Kino Floors & Interiors, LLC	Service Agreement No. 072215 Gila County Board of Supervisors Hearing Room and County Administration Offices Carpet Replacement	\$18,416.47	9-2-15 to 10-17-15	9-2-15	Expires	Contractor to remove and dispose of old flooring and install new carpeting in the Gila County Administration Offices in the Globe Courthouse.
080415 Four Corners Concrete	Amendment No. 1 to Service Agreement No. 080415 Concrete Sidewalk Replacement-Trip Hazard	\$5,424.00	8-30-15 to 9-30-15	9-2-15	Expires	Amendment No 1 will serve to extend the contract end date from August 30, 2015 to the new contract end date of September 30, 2015. 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.

August 31, 2015 thru September 04, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
032613-1 Aztec Alarms, Inc.	Amendment No. 3 to Service Agreement No. 032613-1 Monitor Various Alarm Systems for Northern Gila County	Increase contract amount of \$1,145 by \$123 for a new total contract amount of \$1,268	4-9-15 to 6-30-15	9-2-15	Expires	The Contractor will provide monitoring of various burglar alarm systems in Northern Gila County. Amendment No. 3 will increase the contract amount by \$123.00, for a new total contract amount of \$1,268.00 to cover final billing for contracted services during the April 9, 2015 to June 30, 2015 renewal period.
081915 Ground Penetrating Radar Systems	Service Agreement No. 081915 Ground Scan of Property for Gila County Sheriff's Office	\$650.00	9-2-15 to 10-31-15	9-2-15	Expires	Ground scan of property, requested by Gila County Sheriff's Office.
081215 Hanlon Engineering Architecture, Inc.	Professional Services Contract No. 081215 Courthouse 1 st Floor HVAC Modifications Study and Recommendations	\$9,000.00	8-19-15 to 9-3-15	9-2-15	Expires	Several remodels have occurred on the Courthouse 1st floor since it was built in 1976. The HVAC and air distribution has not been mechanically engineered since then and on-going complaints from the occupants warrant this correction.
ADSP015-088468 Centurylink	Authorization to utilize State Contract with Centurylink	\$7,200.00 Per year	10-1-15 to 9-30-20	9-2-15	Expires	Centurylink currently provides our connections and long distance for phone services. This contract will upgrade our existing connections with them from analog to digital, provide us with greater redundancy to the outside world and bring us needed call services such as caller ID. This contract covers the SIP sessions and DID's associated with our phone system.

August 31, 2015 thru September 04, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
ADSP015-088468 Centurylink	Authorization to utilize State Contract with Centurylink	\$6,966.00 Per year	10-1-15 to 9-30-20	9-2-15	Expires	Centurylink currently provides our connections and long distance for phone services. This contract will upgrade our existing connections with them from analog to digital, provide us with greater redundancy to the outside world and bring us needed call services such as caller ID. This contract covers the DS1 circuits needed for outside connections.
ADSP013-036883 Creative Communications	Authorization to utilize State Contract with Creative Communications	\$1,207.50	9-2-15 to 10-1-15	9-2-15	Expires	After having the antenna installed as a result of storm damage, the engineers checked the radio and identified that the power relay is not functioning. This system is the County broadcast system of the emergency alert tones that are sent via the National Weather Service prior to and during a significant event. This system is critical and referred to in the Emergency Operations Plan as the method that the local radio stations receive emergency notifications.
ADSP013-036614 Durham Communications	Authorization to utilize State Contract with Durham Communications	\$27,645.43	8-31-15 to 10-1-15	9-2-15	Expires	C-Software Consoles Equipment for Dispatch Sheriff's Office. Two for Globe Dispatch. This system will be for Communications upgrade to update the Consoles to touchscreen operations.

September 07, 2015 thru September 11, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security Solutions	Authorization to utilize City of Avondale contract with Stanley Security Solutions	\$16,172.63	9-9-15 to 10-30-15	9-9-15	Expires	Contractor will furnish materials and labor to install and program electronic locks on 4 doors. The medical area is presently not secured with access control. There is no ability to determine who the last person in was, and there is no limiting of access by time/day.
StateFoodSafety.com	Amendment No. 1 to Online Training-License Agreement	N/A	8-22-15 to 8-21-16	9-9-15	Expires	State law requires that all food handler workers be certified. This service allows Gila County residents to take a state approved course and test to obtain their food handler card, allowing them to meet the requirement to work in the food industry. StateFoodSafety.com online Food Handler course for the Gila County Health Department will be sold at a price of \$20.00. StateFoodSafety.com will retain \$10.00 from the purchase price and collect \$10.00 on behalf of Gila County and will remit Gila County's fees to Gila County on a monthly basis.
13412 Stanley Security Solutions	Authorization to utilize City of Avondale contract with Stanley Security Solutions	\$43,315.47	9-9-15 to 10-30-15	9-9-15	Expires	Gila County Globe Jail is in need of locking medicine cabinets. Contractor will furnish materials and labor to install double-solid door "InnerSpace" medicine cabinets. The new cabinets have monitored entry and tamper resistance and notification.

September 07, 2015 thru September 11, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Healthcare Medical Waste Services	Amendment No. 1 to Healthcare Medical Waste Services Agreement – Containment of Medical Waste	Increase contract amount of \$898.92 by \$500 for a new total contract amount of \$1,398.92	10-14-14 to 10-13-15	9-9-15	Expires	Additional funds needed to be added to this agreement to cover remaining months on contract for contractor to provide pickup services for medical waste at the Juvenile Detention Center.
080615 Biddle & Brown Fence Company	Service Agreement No. 080615 Globe Jail Security Fence Repair & Replace	\$7,069.25	9-9-15 to 10-30-15	9-9-15	Expires	The perimeter security fence has repeatedly been damaged by large trucks backing around the Jail facility, pulling down several hundred feet of razor wire and damaging some of the no-climb steel mesh fabric. Replacing and relocating this wire along with relocating the existing wire to the top/ outside of the existing fence will eliminate the problem without compromising security.
082114 Glass Masters, Inc.	Amendment No. 2 to Service Agreement No. 082114 Equipment and Vehicle Window and Windshield Repair	\$8,000.00	9-17-15 to 9-16-16	9-9-15	Expires	Amendment No. 2 will serve to extend the term of the contract from September 17, 2015 to September 16, 2016. Contractor will provide a service to replace windows in heavy equipment and windshields in vehicles.
110812-1 Cemex Construction	Amendment No. 2 to Contract No. 110812-1 ABC & Chips FOR Plant Copper Region of Gila County	\$80,000.00	9-7-15 to 9-6-16	9-9-15	Expires	The contract with Cemex to purchase ABC & Chips for our road projects expires on September 06, 2015. Amendment No. 2 will serve to extend the contract term for one additional year.

September 07, 2015 thru September 11, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080715 JE Fuller Hydrology & Geomorphology, Inc.	Service Agreement No. 080715 Mt. Ord Antenna Installation	\$2,143.95	9-9-15 to 11-8-15	9-9-15	Expires	Install new repeater in the flood warning system.
081915-1 C & M Communications	Service Agreement No. 081915-1 Linking Communications- Consultation Agreement	\$2,500.00	9-9-15 to project completion	9-9-15	Expires	The Sheriff's Office has been working with the Department of Public Safety for years in developing a data connection between Globe and Payson for the purpose of connecting the radio systems between Globe-Payson-Department of Public Safety. This contract is required so the vendors the County has been using to install and maintain our equipment, can work with the DPS technicians to continue the project.
081215-1 C & M Communications	Service Agreement No. 081215-1 Frequency Change for Diamond Point Hwy. Repeater	\$450.00	9-9-15 to 10-31-15	9-9-15	Expires	A frequency change is needed to provide linking between the Public Works "Highway" repeaters in the Timber Region, to simplify communications for work efficiency and getting messages efficiently in emergencies. This contract is for the equipment changes needed at the Diamond Point communication tower to facilitate the link. The repeater has already been licensed for the new frequencies and the link itself is being constructed by County staff.

September 14, 2015 thru September 18, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
090315 Burden Electric	Service Agreement No. 090315 Installation of Electrical Outlets Probation Department	\$1,500.00	9-15-15 to 9-29-15	9-15-15	Expires	The current configuration of the outlets in the Juvenile Detention control room do not provide enough electrical outlets or circuit capacity for the equipment that has been added since the building was put into service. By adding additional outlets we will provide a way of clearing up the power strips that are currently being used.
080615-4 American Fence Company	Service Agreement No. 080615-4 Globe Jail Pedestrian Sally Port Improvement Sheriff's Office	\$1,675.00	9-15-15 to 10-14-15	9-15-15	Expires	The purpose of this contract is to improve the security of the existing pedestrian entrance which is used for all foot traffic to and from the secure inner yard that allows direct access to the Jail's Main door. Enclosing the top of the Sally Port with fencing will create a fenced enclosure which will allow entrance or exit only through the gates at each end, operated from within the Jail control room.
081114 H & H Heating & Cooling	Service Agreement No. 081114 Oil Heaters Service & Repair	\$2,700.00	9-2-15 to 9-1-16	9-15-15	Expires	Amendment No. 1 will extend the contract for an additional year for Contractor to provide the annual service for the oil heaters in the Payson shop, as well as make any repairs that may be required. This will speed up any emergency repairs that might need to be made.
072415 Humane Society of Central Arizona	Agreement No. 072415 Oil Heaters Service & Repair	\$20,000.00	10-1-15 to 9-30-16	9-15-15	Expires	Amendment No. 1 will extend the contract for an additional year for Contractor to provide the annual service for the oil heaters in the Payson shop, as well as make any repairs that may be required. This will speed up any emergency repairs that might need to be made.

September 14, 2015 thru September 18, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
091115 Mountain Retreat Builders	Service Agreement No. 091115 Major Rehabilitation Project HH#10393	\$39,000.00	9-15-15 to 6-30-16	9-15-15	Expires	Contractor shall provide all materials and labor to perform the scope of work for the Major Rehabilitation Project HH#10393.
10018-C Empire Southwest	Authorization to utilize Maricopa County contract with Empire Southwest	\$12,977.97	9-15-15 to 10-31-15	9-15-15	Expires	Amend P.O. originally written for \$27,616.41 to replace the wheel tips on Caterpillar compactor H-15, to include additional case for a "worse-case scenario" to replace the bearings. This would be an ideal time to have the bearings replaced so we will not need to have to pay Empire to take everything apart again when the bearings fail.



AMENDMENT NO. 2 to LEASE AGREEMENT

The following amendments are hereby incorporated into the agreement for the below project

**GILA COUNTY DIVISION OF HEALTH
AND
HIGH DESERT HUMANE SOCIETY, INC.**

Effective July 1, 2013, Gila County and High Desert Humane Society, Inc. entered into a Lease Agreement whereby Gila County is leasing the building and kennels utilized by Gila County Rabies and Animal Control at 700 Shelter Lane, Globe, Arizona, 85501.

Amendment No. 1 to the Lease Agreement was executed on June 25, 2014 to extend the term of the Lease Agreement for one (1), one (1) year term, from July 1, 2014 to June 30, 2015.

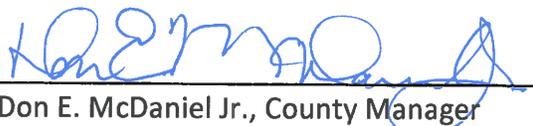
The Lease Agreement expires on June 30, 2015. Per Item #2, upon agreement of both parties, the lease may be extended for two (2) additional one (1) year terms.

Amendment No. 2 to the Lease Agreement will serve to extend the term of the Lease Agreement for one (1), one (1) year term, from July 1, 2015 to June 30, 2016. Total annual compensation shall be pursuant to Item No. 3-Lease Payments of the Lease Agreement.

All other terms, conditions and provisions of the July 1, 2013 Lease Agreement shall remain the same and apply during the July 1, 2015 to June 30, 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 01st day of SEPTEMBER, 2015.

GILA COUNTY


Don E. McDaniel Jr., County Manager

HIGH DESERT HUMANE SOCIETY, INC.


Signature

Print Name Cheryl Brazel



AMENDMENT NO. 2 to CONTRACT NO. 050713

The following amendments are hereby incorporated into the agreement for the below project

**CONTRACT 050713
ASPHALT FOB PLANT
COPPER REGION OF GILA COUNTY

VULCAN MATERIALS COMPANY**

Effective May 7, 2013, Gila County and Mesa Materials entered into a contract whereby Mesa Materials agreed to provide Asphalt for the Copper Region of Gila County.

Amendment No. 1 to Contract No. 050713 was executed on December 02, 2014 to extend the term of the contract for one additional year from September 7, 2014 to September 6, 2015. In addition Amendment No. 1 served to amend all references to Mesa Materials to Vulcan Material Materials Company.

Contract No. 050713 expires on September 6, 2015. Per Page 15, Section 2.0-Proposal pricing, Item 2.2 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.

Amendment No 2 to Contract No. 050713 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from September 7, 2015 to September 6, 2016 with a not to exceed, without prior written approval, contract amount of One Hundred Thousand dollars and no/100's (\$100,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the September 7, 2015 to September 6, 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 2nd day of September, 2015.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date 9/2/15

VULCAN MATERIALS COMPANY


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

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. 072215

**GILA COUNTY BOARD OF SUPERVISORS HEARING ROOM AND COUNTY ADMINISTRATION OFFICES
CARPET REPLACEMENT**

GLOBE COURTHOUSE

THIS AGREEMENT, made and entered into this 2nd day of September, 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 072215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 072215** 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 072215**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000
Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 45 days from start date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$18,416.47 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. 072215 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: 9/2/15

KINO FLOORS & INTERIORS, LLC



Signature

DALE FLETCHER

Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on August 07, 2015 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County 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"

Contractor Name: <u>KINO FLOORS + INTERIORS</u>	
Contractor Address: <u>401 N. BROAD ST GLOBE AZ</u>	
Contractor Phone #: <u>425-9443</u>	Email Address: <u>KINOFLOORS@OWLSOFFICE.NET</u>
Contractor Signature: <u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>5660.00</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>12756.47</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

WIND FLOORS & INTERIORS, LLC

301 North Broad Street
 Charlotte, NC 28201
 703-954-5443
 FAX: 703-524-5443

JOB ORDER INVOICE

SOLD BY DAL	DATE OF ORDER 5/16/11	
SCHEDULED INSTALL DATE / /		
SCHEDULED COMPLETION / /		
CASH	CHARGE	OTHER

ORDER NO. 0110	CITY Charlotte
ADDRESS 1111	STATE NC
CITY Charlotte	ZIP 28201
HOME PHONE	JOB PHONE 703-524-5443

JOB LOCATION 1111	CONTRACTOR
-----------------------------	------------

ROOM	MPGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ YD/FT	PRICE PER SQ-YD/FT	AMOUNT
1 OFFICE									209	22.50	4702.50
2											
4									615	22.50	13837.50
5											
6											
7											
8											
9											
10											

TYPE FLOOR <input checked="" type="checkbox"/> WOOD <input type="checkbox"/> CERAMIC	FURNITURE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	APPLIANCES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	OTHER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	---	--

INSTALLATION INSTRUCTIONS:
 Buyer will be responsible for moving furniture and appliances.

SUB-TOTAL	18540.00
LABOR	2700.00
SALES TAX	1170.00
TOTAL	22410.00
DEPOSIT	
BALANCE DUE	22410.00

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a physical variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, trims or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF _____% (_____% PER ANNUM) will be charged to accounts paid _____ days in the event Buyer defaults under the terms of this agreement. Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS: _____ DATE: _____

DATE COMPLETED AND PAID IN FULL: _____
Thank You!
 DUPLICATE

FLOORING

RINO FLOORS & INTERIORS, LLC.

301 North Grand Street
 CLARK COUNTY, ARIZONA 85301
 525-8443
 Fax: 525-0249

**JOB 08878
 INVOICE**

SHIP TO
 City: Orlando
 ADDRESS
 CITY: Orlando STATE: FL ZIP: 32801
 HOME PHONE: 408 9511 JOB PHONE: 408 9511

DATE OF ORDER: 8/6/12
 SCHEDULED INSTALL DATE: 8/10/12
 SCHEDULED COMPLETION: 8/10/12
 CASE CHARGE OTHER

JOB LOCATION: 1001 S. Orange Ave. - 10th Floor - Orlando, FL 32801 CONTRACTOR: _____

ROOM	MFGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ-YD/FT	PRICE PER SQ-YD/FT	AMOUNT
1			Leads include on-site survey, 100% CT112						100 yd.	65 ⁹⁵	6500
2			255 100% CT112								
4			Flatwork (Removal) 255 100% CT112						16	22 ⁵⁰	360
5											
6			100% CT112								
7											
8											
9											
10											

TYPE FLOOR: WOOD CERAMIC
 FURNITURE: YES NO
 APPLIANCES: YES NO
 PREP: 100% CT112
 INSTALLATION INSTRUCTIONS:
Contractor to remove existing floor and install new floor.

SUB-TOTAL: 6860
 LABOR: 112
 SALES TAX: 204.62
 TOTAL: 7176.62
 DEPOSIT: _____
 BALANCE DUE: _____

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF _____% (_____% PER ANNUM) will be charged to accounts past _____ days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS. Sign: _____ DATE: _____

DATE COMPLETED AND PAID BY: 8/10/12
Thank You!
 DUPLICATE

**F
L
O
O
R
I
N
G**

EXECUTIVE SUMMARY FORM

Gila County Board of Supervisors Hearing Room
and County Administration Offices Carpet

Contract Name: Replacement Contract No.: 072215

Statement of Purpose and Need (3-5 Sentences)

Contractor to remove and dispose of old flooring and install new carpeting in the Gila County Administration Offices in the Globe Courthouse.

Contract End Date: 45 days from start date

Renewal Option: Yes

No

Maximum Dollar Limit: \$18,416.47

Contract Information

Firm Name: Kino Floors & Interiors, LLC Contact Person: Dale

Address: 401 N. Broad Street Phone No: 928-425-9443

City: Globe State: AZ Fax: _____ Email: kinofloors@qwestoffice.net

Bond Issuance 2009/PW/Globe Courthouse/Non-specified/Capital Outlay Construction in progress-\$14,041.57

Capital Improvements/PW/Globe Bldg Repair/Non-specified/Capital Outlay Construction in progress-\$4,374.90

Fund: *Project Code-FM_0101

Fund Code: 1114.341.976.000.4500.19-\$14,041.57
1007.341.876.000.4500.19-\$4,374.90
Project Code-FM_0101

Type of Funds: Restricted

Grant

General Fund

Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes: Does not require CA approval. Language has previously been approved by Bryan Chambers.



AMENDMENT NO. 1 to SERVICE AGREEMENT NO 080415

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONCRETE SIDEWALK REPLACEMENT-TRIP HAZARD
PAYSON HEALTH & ENVIRONMENTAL BUILDING**

Effective August 12, 2015, Gila County and Four Corners Concrete entered into a contract whereby Four Corners Concrete agreed to provide a Concrete Sidewalk Replacement to the Payson Health & Environmental Building.

The Public Works Department has requested an extension to the contract end date due to events scheduled in the time frame chosen of the original contract term.

Amendment No. 1 to Service Agreement No. 080415 will allow for Gila County to extend the contract end date from August 30, 2015 to the new contract end date of September 30, 2015.

Contractor will continue to bill for services pursuant to Attachment "A" of the original contract, but in no event shall charges for the September 30, 2015 extension exceed \$5,424.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the contract 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 2nd day of September, 2015.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

FOUR CORNERS CONCRETE


Signature
BRAD L. MEYOCKS
Print Name

AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 00012

This document is a part of the contract between the undersigned parties and shall be read in conjunction with the original contract.



AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 00012

AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 00012

The undersigned hereby agree to amend the original contract between them and the undersigned to provide for the following amendments to the original contract.

The amendments to the original contract are as follows:

1. The term of the original contract shall be extended to the end of the month of December 2001.

2. The fee for the original contract shall be increased to the amount of \$100,000 per month.

3. The undersigned hereby agree to provide the following services to the undersigned:

4. The undersigned hereby agree to provide the following services to the undersigned:

FOR CONTRACTOR

DATE

[Signature]

[Signature]

DATE



AMENDMENT NO. 3 to SERVICE AGREEMENT 032613-1

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

SERVICE AGREEMENT 032613-1 MONITOR VARIOUS ALARM SYSTEMS FOR NORTHERN GILA COUNTY

AZTEC ALARMS, INC.

Effective April 09, 2013, Gila County and Aztec Alarms, Inc. entered into a Service Agreement whereby Aztec Alarms, Inc. agreed to provide testing, inspecting and monitoring of various alarm systems in Northern Gila County, including burglar alarms, fire sprinkler monitoring systems, etc.

Amendment No. 1 to Service Agreement 032613-1 was executed on September 10, 2014 extending the term of the Service Agreement for one (1) additional year from April 9, 2014 to April 8, 2015.

In addition **Amendment No. 1 to Service Agreement 032613-1** served to alter the original scope of work, change the title of the Service Agreement to "Monitor Various Alarm Systems", and decrease the dollar amount by Two Thousand One Hundred Thirty-Five dollars and no/100's (\$2,135.00) for a new total contract amount not to exceed Eight Hundred Sixty-Five dollars and no/100's (\$865.00).

Amendment No. 2 to Service Agreement 032613-1 was executed on April 28, 2015 extending the term of the Service Agreement from April 9, 2015 to June 30, 2015. In addition Amendment No. 2 served to increase the dollar amount by Two Hundred Eighty dollars and no/100's (\$280.00), for a new total contract amount of One Thousand One Hundred Forty-Five dollars and no/100's (\$1,145.00).

Public Works would like to increase the contract amount of \$1,145.00 by an additional One Hundred Twenty-Three dollars and no/100's (\$123.00) to cover final billing for contracted services during the April 9, 2015 to June 30, 2015 renewal period.

Amendment No. 3 to Service Agreement 032613-1 will serve to increase the contract amount by One Hundred Twenty-Three dollars and no/100's (\$123.00), for a new total contract amount of One Thousand Two Hundred Sixty-Eight dollars and no/100's (\$1,268.00).

All other terms and conditions of the original agreement shall remain the same and apply during the April 9, 2015 to June 30, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2nd day of September, 2015.

GILA COUNTY


Don E. McDaniel, Jr. County Manager

AZTEC ALARMS, INC.


Authorized Signature
Susan D LaBonte'
Print Name

Tommlie 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



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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 081915

GROUND SCAN OF PROPERTY-FOR GILA COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 2nd day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Ground Penetrating Radar Systems, Inc., of the City of Toledo, State of Ohio, 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 **Sheriff's Office** 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 081915** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081915** 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 081915**, 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 October 31, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$650.00 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.

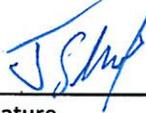
IN WITNESS WHEREOF, Service Agreement No. 081915 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

GROUND PENETRATING RADAR SYSTEMS, INC.



Don E. McDaniel Jr., County Manager



Signature

Date: 9/2/15

Jason Schaff
Print Name

Dickison, Emmett

From: Nathan Holscher <nate.holscher@gp-radar.com>
Sent: Tuesday, July 28, 2015 9:57 AM
To: Dickison, Emmett
Subject: Estimate

Mr. Dickison,

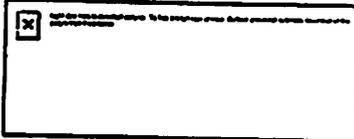
Per our conversation regarding the scan of an area estimated at 20' x 40' in dimension, we estimate this work to be approximately 1 hour in duration to scan with ground penetrating radar.

Our charge is \$475.00 (includes mobilization fee to Gila County) for the first hour and \$175 each additional hour.

If you have any questions about his feel free to let us know.

Regards,

Nate Holscher
Project Manager | Arizona
www.gp-radar.com



Direct [480.227.8614](tel:480.227.8614) - Fax [419.843.5829](tel:419.843.5829) - nate.holscher@gp-radar.com

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

**PROFESSIONAL SERVICES CONTRACT NO. 081215
COURTHOUSE 1ST FLOOR HVAC MODIFICATIONS
STUDY AND RECOMMENDATIONS**

THIS AGREEMENT, made and entered into this 2nd day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hanlon Engineering Architecture, Inc., of the City of Tucson, State of Arizona, hereinafter designated the 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 081215** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081215** 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 081215**, 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: Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".

2. 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. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 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 Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: 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 one week after Notice to Proceed remains in effect for sixty (60) days from Notice to Proceed.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment "A" to Professional Services Contract No. 081215 will be performed on a lump sum basis, with a not to exceed without written authorization budget of \$9,000.00, which includes an estimated amount of \$1,000.00 for reimbursable expenses. Reimbursable expenses will be paid on actual costs plus 10%. Additional work, as authorized, will be performed on a Time and Materials basis, per the mutually agreed to rates as identified on Page 5 and 6 of 6 of Attachment "A".

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.

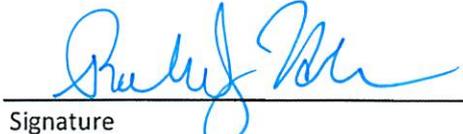
IN WITNESS WHEREOF, Professional Services Contract No. 081215 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

HANLON ENGINEERING ARCHITECTURE, INC.



Don E. McDaniel Jr., County Manager



Signature

Date: 9/2/15

Robert J. Hanlon

Print Name



Design • Planning • Development • Management
Tucson...Phoenix... Elko

Friday, July 31, 2015

Robert Hickman, Facilities Manager
Gila County Public Works Division
745 Rose Mofford Way
Globe, AZ 85501

Subject: Gila County Courthouse
First Floor HVAC Study and Recommendations
Engineering Services Proposal
HEA Proposal No.: 14194:P3

Dear Mr. Hickman,

We would like to thank you for the opportunity to support you with our engineering services to analyze and report about current HVAC Issues and corrective actions required to address comfort issues at the First floor of Courthouse. In accordance with your request, we are submitting the following Engineering Proposal for your consideration.

We have developed the scope of work based on our discussions with you and believe it meets the requirements for this project.

Hanlon Engineering & Architecture, Inc. is recognized for skilled engineering, consulting, design, and construction management services in the mining industry. HEA employs an experienced, professional staff and has the skills and resources to complete this project in an efficient and cost effective manner.

We appreciate the opportunity to support you and look forward to working with you. If you should have any questions, please contact myself or Robert Hanlon at (520) 326-0062.

Sincerely yours,
Hanlon Engineering & Architecture, Inc.

A handwritten signature in blue ink that reads "R. Bruce Woodruff".

R. Bruce Woodruff, AIA; LEED A P
Project Manager

cc: Robert Hanlon; Dustin Mandeville; Katrina Mandeville

Table of Contents

1.0	INTRODUCTION	3
2.0	PROJECT OVERVIEW	3
3.0	SCOPE OF WORK	3
4.0	DELIVERABLES	3
5.0	SCHEDULE	4
6.0	CLARIFICATIONS	4
7.0	COMMERCIAL TERMS	4

1.0 INTRODUCTION

Hanlon Engineering & Architecture, Inc. ("HEA") is a full service, multi-disciplined engineering and architecture company with offices located in Tucson, Arizona; Phoenix, Arizona; and Elko, Nevada. HEA offers a complete engineering and design team that can handle projects from conception, through permitting, engineering, procurement, construction and commissioning.

The firm was founded in 1999 in Tucson, Arizona and is now comprised of over 60 engineers and other technical staff company wide. Within the last 2 years, HEA has completed over 400 projects with a combined constructed value of over \$600 million dollars for our clients.

HEA will assign an experienced mechanical engineer and architect team to this project to complete this project on time and within the budget established herein.

2.0 PROJECT OVERVIEW

Comfort issues related to inadequate cooling exist in the courthouse Lower Level (1st Floor). An accurate current plan is not available. An inventory of exterior wall assemblies, mechanical units, capacity, thermostat locations, internal ductwork and areas served is required to ascertain the capabilities of the system. It must be determined if the whole floor and current occupancies may be served with existing equipment or if additional equipment is warranted.

It is important to provide comfortable heating/cooling while maintaining adequate fresh air supply for occupants and visitors of this section of the Gila County Courthouse. It is important this corrective action be sustainable and efficient for the foreseeable future. We understand changes of occupancy or original plans have affected conditions on this level. All systems serving the level will be inventoried.

3.0 SCOPE OF WORK - PHASED

3.1 PHASE ONE: GENERATE REPORT WHICH GOVERNS WORK

- Create a floor plan of existing Lower Level space utilization, account for the typical amount of occupants along with the maximum occupants allowed by IBC 2012 code.
- Conduct a Site Visit to ascertain existing, specific equipment size, ratings, capacities and locations. Locate and catalog duct sizes, runs and locations along with register sizes and locations.
 - Document any special or unique conditions or equipment which may affect conditions.
- Note thermostat types, locations and control wiring pathways, if discoverable without destructive inspections.
- Conduct Block Heating/Cooling Load calculations based on Code and site findings.
- Calculate supply air and fresh air requirements based on maximum allowable occupancy of areas.
- Generate Reports of findings and recommended corrective actions.

3.2 PHASE TWO: DESIGN SYSTEM BASED ON RECOMMENDATIONS OF PHASE ONE

- A fee will be determined for this work based on discoveries in Phase One.

4.0 DELIVERABLES

- Deliverables will follow 2012 IBC; 2011 NEC; 2012 IMC; and the Gila County Building Code Ordinance No 2014-03. Analysis will conform to ASHRAE 62.1
- Draft Report for Owner review; with recommendations and preliminary estimate of probable costs to implement recommendations.
- HEA will Issue a Final Report for distribution, incorporating any Owner direction, requirements, comments or preferences.

Gila County Public Works
Gila County Courthouse 1st Floor HVAC Study

7/31/2015
HEA Proposal No.: 14194:3P

5.0 SCHEDULE

HEA is ready to begin this work within 1 week upon receipt of Notice To Proceed. HEA anticipates engineering and report to be completed with a Draft Report issued a maximum of 3 weeks after initial site visit.

6.0 CLARIFICATIONS

- Owner Furnished Information provided includes Architectural plans and the initial HVAC layout of the space as open area. If further plans become available, such as Mechanical and Electrical floor plans and details of the lower level additions or renovations, they would be helpful. If these are not on hand, HEA proposal includes producing a schematic plan of the existing space. Exterior Wall Assemblies, ie: amount of insulation, are generally not discoverable without details or drawings. There is a chance deducing the assembly could be inexact and affect heat loss/gain calculations, but based on the construction date and surface detail, we assume we will attain reasonably accurate information.
- Environmental testing or survey work is not included in this proposal.
- New mechanical designs, new HVAC system or specifications of new equipment are not included.
- Investigation of mechanical unit plumbing is not included
- Electrical evaluations or testing is not included.
- Air balancing measurements, tests or adjustments are not included. We can facilitate skilled contractors for the County if this appears to be an issue.

7.0 COMMERCIAL TERMS

In accordance with your request for quote, Hanlon Engineering proposes the following price for work defined herein. Billings will be invoiced monthly and due Net 30 days. Elements are itemized as below for Gila County convenience.

<u>Description</u>	<u>Itemized Value</u>
Phase One Fee	\$ 8,000.00
Estimated Reimbursible Costs.....	\$ 1,000.00

- HEA will perform work on a lump sum basis plus actual reimbursable expenses plus 10% based on the following rates:
 - Mechanical Engineer and Principal Architect: \$95/ hour
 - Architect I: \$75/ hour.
- These rates shall be the basis for any additional work.
- Price valid for 30-days.
- The payment terms proposed herein are discount 0%, net 30-days after receipt of invoice.
- 1-1/2 % interest charge on all outstanding balances past due after 30-days from invoice date.
- Any disputed amounts and the reasons why must be submitted in writing to Hanlon Engineering and Architecture, Inc within the net due period. Disputed amounts are to be deducted from the invoice balance and the balance paid within net due period. All disputed amounts must be resolved within 30-days of invoice date.
- Hanlon Engineering & Architecture, Inc. is an Arizona Corporation; Registered with the Arizona & Nevada Secretary of State and the State Technical Boards, HEA is not a licensed contractor.
- HEA excludes all taxes, fees, licensing's, etc. required by federal, state and local municipality or any other entity. If any of these apply to this project or our services, they are the sole responsibility of the owner and will be billed at cost.



2015 Home Office Fee Schedule

Discipline / Trade	Hourly Rate	Discipline / Trade	Hourly Rate
Director of Projects	\$145.00	Chemical Department Manager	\$125.00
Engineer Manager	\$145.00	Chemical Engineer V	\$125.00
Project Manager, V	\$145.00	Chemical Engineer IV	\$115.00
Project Manager, IV	\$125.00	Chemical Engineer III	\$110.00
Project Manager, III	\$115.00	Chemical Engineer II	\$100.00
Project Manager, II	\$105.00	Chemical Engineer I	\$90.00
Project Manager, I	\$95.00	Electrical / Inst. Department Manager	\$125.00
Project Engineer, V	\$115.00	Electrical Engineer V	\$125.00
Project Engineer, IV	\$105.00	Electrical Engineer IV	\$115.00
Project Engineer, III	\$95.00	Electrical Engineer III	\$105.00
Project Engineer, II	\$85.00	Electrical Engineer II	\$95.00
Project Engineer, I	\$75.00	Electrical Engineer I	\$85.00
Project Administrator	\$55.00	Electrical Controls System Engineer V	\$125.00
Process Engineer V	\$185.00	Electrical Controls System Engineer IV	\$125.00
Process Engineer IV	\$165.00	Electrical Controls System Engineer III	\$115.00
Process Engineer III	\$155.00	Electrical Controls System Engineer II	\$105.00
Process Engineer II	\$125.00	Electrical Controls System Engineer I	\$95.00
Process Engineer I	\$95.00	Mechanical Department Manager	\$125.00
Architect (Principal)	\$110.00	Mechanical Engineer V	\$125.00
Architect IV	\$100.00	Mechanical Engineer IV	\$115.00
Architect III	\$95.00	Mechanical Engineer III	\$105.00
Architect II	\$85.00	Mechanical Engineer II	\$95.00
Architect I (Intern)	\$75.00	Mechanical Engineer I	\$85.00
Civil Department Manager	\$125.00	Mining Engineer, V	\$250.00
Civil Engineer V	\$115.00	Mining Engineer, IV	\$195.00
Civil Engineer IV	\$105.00	Mining Engineer, III	\$165.00
Civil Engineer III	\$95.00	Mining Engineer, II	\$145.00
Civil Engineer II	\$85.00	Mining Engineer, I	\$125.00
Civil Engineer I	\$75.00	Programmer V	\$125.00
Civil, Geotechnical Engineer V	\$125.00	Programmer IV	\$115.00
Civil, Geotechnical Engineer IV	\$115.00	Programmer III	\$110.00
Civil, Geotechnical Engineer III	\$105.00	Programmer II	\$100.00
Civil, Geotechnical Engineer II	\$95.00	Programmer I	\$95.00
Civil, Geotechnical Engineer I	\$85.00	Structural Department Manager	\$125.00
Geologist, Registered	\$225.00	Structural Engineer V	\$125.00
Geologist, I	\$145.00	Structural Engineer IV	\$105.00
Environmental Engineer, V	\$125.00	Structural Engineer III	\$95.00
Environmental Engineer, IV	\$125.00	Structural Engineer II	\$85.00
Environmental Engineer, III	\$115.00	Structural Engineer I	\$75.00
Environmental Engineer, II	\$110.00	Design Manager	\$95.00
Environmental Engineer, I	\$95.00	Document Controller	\$55.00
Designer V	\$80.00	Estimator, II	\$95.00
Designer IV	\$70.00	Estimator, I	\$75.00
Designer III	\$65.00	Expeditor/Inspector (non-engineer)	\$75.00
Designer II	\$55.00	Manager of Procurement	\$85.00
Designer I	\$45.00	Project Accountant	\$75.00
Drafter	\$35.00	Purchasing Agent	\$75.00
Bookkeeper	\$65.00	Senior Cost/Schedule Engineer	TBD
Buyer	\$65.00	Cost/Schedule Engineer	\$95.00
CAD Coordinator	\$95.00	Construction Planner	\$95.00

Certain labor classifications are paid time and one-half for all hours over 40 hours per week as determined by the US Department of Labor. Rates charged for time over 40 hours per week are billed at 1.25 times the standard rate listed on the attached fee schedule.

2015 Schedule of Reimbursable Expenses

Item Description	Amount
Lodging	Cost + 10%
Company Vehicle - Daily Rate ¹	\$110.00
Company Vehicle - Weekly Rate ¹	\$550.00
Company Vehicle - Monthly Rate ¹	\$2,200.00
Rental Vehicle ¹	Cost + 10%
Rental Vehicle Daily Insurance ²	\$12.00
Vehicle Mileage Reimbursement ³	\$0.56 / mile
Airfare	Cost + 10%
Meals	Cost + 10%
Fuel	Cost + 10%
Special / Express Delivery (UPS/Fedex)	Cost + 10%
Outside Services / Special Supplies	Cost + 10%

¹ Company and rental vehicle rates do not include fuel.

² Rental vehicles shall have a \$12/day fee added to cover insurance and liability in the amount of \$1,000,000.

³ Vehicle mileage reimbursement rate is based on the IRS standard reimbursement rate at the time and is subject to change.

EXECUTIVE SUMMARY FORM

Contract Name: Centurylink SIP Contract Contract No.: Arizona Procurement Contract No. ADSPO15-088468

Statement of Purpose and Need (3-5 Sentences)

Centurylink currently provides our connections and long distance for phone services. This contract will upgrade our existing connections with them from analog to digital, provide us with greater redundancy to the outside world and bring us needed call services such as caller ID. This contract covers the SIP sessions and DIDs associated with our phone system

Contract End Date: 10-1-15 to 9-30-20

Renewal Option: Yes No

Maximum Dollar Limit: \$6,966 annually

Contract Information

Firm Name: Centurylink Contact Person: Chrisha Elmer

Address: 20 E. Thomas Road Phone No: 602-512-2549

City: Phoenix State: AZ Fax: _____ Email: Chrisha.elmer@centurylink.com

Fund: General Fund/Computer Services/Communications-Telephone

Type of Funds: Restricted Grant General Fund Other

Fund Code: 1005.207.4230.10

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Centurylink, 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. ADSPO15-088468, for Carrier and Broadband Provider Services approved this 2nd day of September, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



CenturyLink[®] Government

SOA Carrier Services Order - National (QCC)

Product Ordered: One Flex, SIP, VoIP Service Area: Rural Arizona - 8 Hour Travel Time

Quantity Ordered: 4

Description: iQ Standard Session & TN Fee's

Total Monthly Recurring Charge: \$580.50

Total Non Recurring Charge: \$0.00

Minimum Service Period: Twelve (12) Months

Expiration Date: 5 Year Term

This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecommunications Carrier Services Agreement ADSPO15-088468 ("Underlying Agreement") (CenturyLink Pramata ID: 874449) and is between

Gila County and Qwest Communications Company,

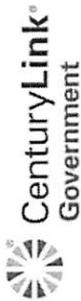
LLC, D/B/A CenturyLink QCC for the provisions of services. Pricing for this CSO is based on Attachment II Pricing Structure in the Underlying Agreement and the terms, service level agreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement. This supplement is effective on the date the services become functional ("Effective Date"). The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.

- In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <http://www.centurylink.com/legal/sla.html> and <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html>.
- Services ordered does not include Special Construction Charges and/or Conduit "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and Conditions 31. Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer. Conduit Extension charges may also be identified in a separate scope of work (SOW).
- QCC services will commence billing after 5 business days once the services are ready for customer use.
- Service Termination Notices. Customers notice of termination for Centurylink QCC Services must be sent via mail, facsimile or email to Centurylink, ATTN.: GBM Discounts, 112 Sixth St., Bristol, TN. 37620, Fax: 866.887.6633, email: GBMdisconnects@centurylink.com. Such termination is effective 30 days after Centurylink's receipt of the notice, unless a longer period is otherwise required.
- For services provided under under this CSO, Customer agrees that termination liability will apply if the Minimum Service Period stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability.

Customer:	<u>Gila County</u>	Qwest Communications Company, LLC D/B/A CenturyLink, Acting on behalf of itself and as agent for its affiliates
------------------	--------------------	--

Signature:
 Date: 9/2/15
 Printed Name: DON E. MCDANIEL, JR.
 Title: COUNTY MANAGER
 Phone Number: 928-425-3231
 Address: 1400 E. ASH STREET
GLOBE AZ 85501
CITY STATE ZIP CODE

Signature:
 Date: 8-21-2015
 Printed Name: Chrisha Elmer
 Title: GES Manager
 Phone Number: 602 512-2528
 Address: 20 E. Thomas Rd 4th Floor
Phoenix, AZ 85012



Quote Prepared For
Gila County

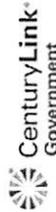
Quote Prepared By
Lucille Larson

Customer Name: Gila County Date: Thursday, July 16, 2015
 Customer Address: 745 N Rose Moffard Way National
 Jurisdiction: National

(2) Contract Term: 5 Year Term

Arizona Service ID	Address	City	State	ZIP CODE	Product Description	Qty	Minimum Service Period	Monthly Recurring Rate	Total Monthly Recurring Rate	One Time Installation Charge or NRC	(1) Special Construction Cost	(1) Special Construction Waiver	(1) Special Construction Billable	(1) Special Construction Conduit Charge
AZVS-00244	108 E Main St, Payson, AZ 85541		AZ	85501	IQ SIP Enterprise Session	18	12 Months	\$12.00	\$216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AZVS-00244	108 E Main St, Payson, AZ 85541		AZ	85501	Standard Seat (TNS with features, e.g. DID equivalent)	342	12 Months	\$0.15	\$51.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AZVS-00244	1100 E South St, Globe, AZ 85501		AZ	85501	IQ SIP Enterprise Session	18	12 Months	\$12.00	\$216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AZVS-00244	1100 E South St, Globe, AZ 85501		AZ	85501	Standard Seat (TNS with features, e.g. DID equivalent)	648	12 Months	\$0.15	\$97.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Service Totals	Monthly Recurring Rate	One Time Installation NRC	Special Construction Cost	Special Construction Waiver	Special Construction Billable	Special Construction Conduit Charge
	\$580.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Service Subtotal: \$580.50						
Applicable NRC Waiver: \$0.00						
Total Special Construction Charges Due: \$0.00						
Total One Time Installation Charges Due: \$0.00						
Total Monthly Recurring Charges Due: \$580.50						



TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSPO15-088468.

*** MINIMUM SERVICE PERIOD** - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms and Conditions of the Carrier Service Order and any applicable applied waivers based on the * Minimum Service Period. * Minimum Service Period is hereby understood and agreed to be separate and independent of applicable "Special Construction Charges".

**** NRC Waiver** - CenturyLink NRCs specified above are waived so long as such Services ordered hereunder and subject to this waiver remains installed and used by Customer for at least the * Minimum Service Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

SLA - In accordance with Scope of Work 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at: <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html> and <http://www.centurylink.com/legal/sla.html>

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details.

(1) SPECIAL CONSTRUCTION CHARGES - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the * (2) Contract Term "will result in some or all of the previously waived Special Construction Charges being prorated and assessed to the customer bill. If this Agreement or any Service subject to this "Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated bases from date of install pursuant to this section. Any Special Construction Charges in excess of the approved Special Construction Waiver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Construction Charges in excess of the approved Special Construction Waiver amounts is non refundable and shall not be included in any prorated amounts in the event of early termination.

TARIFFS - FCC ACCESS SERVICE TARIFF NO. 1 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order.

(2) CONTRACT TERM - Contract Term is specified as 5 year term only. E-Rate Only Contract Term is stated as June 30, 2020 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period.

EXECUTIVE SUMMARY FORM

Contract Name: Centurylink DS1 Contract Contract No.: Arizona Procurement Contract No. ADSP015-088468

Statement of Purpose and Need (3-5 Sentences)

Centurylink currently provides our connections and long distance for phone services. This contract will upgrade our existing connections with them from analog to digital, provide us with greater redundancy to the outside world and bring us needed call services such as caller ID. This contract covers DS1 circuits needed for outside connections.

Contract End Date: 10-1-15 to 9-30-20 Renewal Option: Yes No

Maximum Dollar Limit: \$7,200 annually

Contract Information

Firm Name: Centurylink Contact Person: Chrisha Elmer
Address: 20 E. Thomas Road Phone No: 602-512-2549
City: Phoenix State: AZ Fax: _____ Email: Chrisha.elmer@centurylink.com

Fund: General Fund/Computer Services/Communications-Telephone Type of Funds: Restricted
Fund Code: 1005.207.4230.10 Grant
 General Fund
 Other

Date Sent for Legal Review: _____ Date Returned: _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Centurylink, 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. ADSP015-088468, for Carrier and Broadband Provider Services approved this 2nd day of September, 2015.

GILA COUNTY MANAGER



Don E. McDaniel, Jr.



CenturyLink[®] Government

SOA Carrier Services Order - National (QCC)

Product Ordered:	<u>iQ Internet</u>	Service Area:	<u>Rural Arizona - 8 Hour Travel Time</u>
Quantity Ordered:	<u>2</u>		
Description:	<u>Internet 1.544 Mbps</u>		
Total Monthly Recurring Charge:	<u>\$600.00</u>		
Total Non Recurring Charge:	<u>\$0.00</u>		
Minimum Service Period:	<u>Twelve (12) Months</u>		
Expiration Date:	<u>5 Year Term</u>		

This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecommunications Carrier Services Agreement ADSPO15-088468 ("Underlying Agreement") (CenturyLink Pramata ID: 874449) and is between

Gila County

and Qwest Communications Company,

LLC, D/B/A CenturyLink QCC for the provisions of services. Pricing for this CSO is based on Attachment II Pricing Structure in the Underlying Agreement and the terms, service level agreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement. This supplement is effective on the date the services become functional ("Effective Date"). The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.

- In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <http://www.centurylink.com/legal/sla.html> and <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html>.
- Services ordered does not include Special Construction Charges and/or Conduit "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and Conditions 31. Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer. Conduit Extension charges may also be identified in a separate scope of work (SOW).
- QCC services will commence billing after 5 business days once the services are ready for customer use.
- Service Termination Notices. Customers notice of termination for Centurylink QCC Services must be sent via mail, facsimile or email to Centurylink, ATTN.: GBM Discounts, 112 Sixth St., Bristol, TN, 37620, Fax: 866.887.6633, email: GBMdisconnects@centurylink.com. Such termination is effective 30 days after Centurylink's receipt of the notice, unless a longer period is otherwise required.
- For services provided under this CSO, Customer agrees that termination liability will apply if the Minimum Service Period stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability.

Customer:	<u>Gila County</u>	Qwest Communications Company, LLC D/B/A CenturyLink, Acting on behalf of itself and as agent for its affiliates
-----------	--------------------	--

Signature: <u></u> Date: <u>9/2/15</u> Printed Name: <u>DON E. McDANIEL, JR.</u> Title: <u>COUNTY MANAGER</u> Phone Number: <u>928-425-3231</u> Address: <u>1400 E. ASH STREET</u> <u>GLOBE, AZ 85501</u> <small>CITY STATE ZIP CODE</small>	Signature: <u></u> Date: <u>8-21-2015</u> Printed Name: <u>Chrisha Elmer</u> Title: <u>GES Manager</u> Phone Number: <u>602 512-2528</u> Address: <u>20 E. Thomas Rd 4th Floor</u> <u>Phoenix, AZ 85012</u>
---	---

To verify eligibility, please visit <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>



Quote Prepared For
Gila County

Quote Prepared By
Lucille Larson

Customer Name: **Gila County**
Customer Address: **745 N Moffard Way**

Date: **Thursday, July 16, 2015**
Jurisdiction: **Intrastate**

Globe CITY AZ STATE 85501 ZIP CODE

(2) Contract Term: **5 Year Term**

Arizona Service ID	Address	City	Minimum Service Period	Monthly Recurring Rate	Total Monthly Recurring Rate	One Time Installation Charge or ** NRC	(1) Special Construction Cost	(1) Special Construction Waiver	(1) Special Construction Billable	(2) Special Construction Conduit Charge
AZIA-00044	108 E Main St, Payson, AZ 85541	1	12 Months	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AZIA-00044	1100 E South St, Globe, AZ 85501	1	12 Months	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information (as applicable)

Service Totals	Monthly Recurring Rate	One Time Installation NRC	Special Construction Cost	Special Construction Waiver	Special Construction Billable	Special Construction Conduit Charge
	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Service Subtotal: \$600.00					

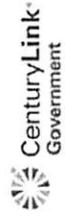
Applicable NRC Waiver: \$0.00

Total Special Construction Charges Due: \$0.00

Total One Time Installation Charges Due: \$0.00

Total Monthly Recurring Charges Due: \$600.00

Total Monthly Recurring Charges should be indicated on attached CSO



TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSPO15-088468.

*** MINIMUM SERVICE PERIOD** - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms and Conditions of the Carrier Service Order and any applicable applied waivers based on the * Minimum Service Period. * Minimum Service Period is hereby understood and agreed to be separate and independent of applicable "Special Construction Charges".

**** NRC Waiver** - CenturyLink NRCs specified above are waived so long as such Services ordered hereunder and subject to this waiver remains installed and used by Customer for at least the * Minimum Service Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

SLA - In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html> and <http://www.centurylink.com/legal/sla.html>

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details.

(1) SPECIAL CONSTRUCTION CHARGES - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the * (2) Contract Term " will result in some or all of the previously waived Special Construction Charges being prorated and assessed to the customer bill. If this Agreement or any Service subject to this "Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated basis from date of install pursuant to this section. Any Special Construction Charges in excess of the approved Special Construction Waiver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Construction Charges in excess of the approved Special Construction Waiver amounts is non refundable and shall not be included in any prorated amounts in the event of early termination.

TARIFFS - FCC ACCESS SERVICE TARIFF NO. 1 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order.

(2) CONTRACT TERM - Contract Term is specified as 5 year term only. E-Rate Only Contract Term is stated as June 30, 2020 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period.

EXECUTIVE SUMMARY FORM

Contract Name: Creative Communications Contract No.: Arizona Procurement Contract No. ADSP013-036883

Statement of Purpose and Need (3-5 Sentences)
After having the antenna installed as a result of storm damage, the engineers checked the radio and identified that the power relay is not functioning. This system is the County broadcast system of the emergency alert tones that are sent via the National Weather Service prior to and during a significant event. This system is critical and referred to in the Emergency Operations Plan as the method that the local radio stations receive emergency notifications.

Contract End Date: 1 week after amplifier is delivered to Creative Communications shop Renewal Option: Yes No

Maximum Dollar Limit: \$1,207.50

Contract Information

Firm Name: Creative Communications Contact Person: Bob Wendt
Address: 3332 E. Broadway Road Phone No: 602-955-8405
City: Phoenix State: AZ Fax: _____ Email: Bob.Wendt@creativecom.com

Fund: Emergency Response/Emergency Services/Repair & Maintenance-Communication equipment Type of Funds: Restricted Grant General Fund Other
Fund Code: 1119-106-4130.80

Date Sent for Legal Review: _____ Date Returned: _____

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Centurylink, 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. ADSP013-036883, for Two-Way Radio approved this 2nd day of September, 2015.

GILA COUNTY MANAGER

Don E. McDaniel, Jr.



September 1, 2015

Gila County
Office of Emergency Management
ATTN: Todd Whitney
twhitney@gilacountyaz.gov

RE: Gila County Request for Quote No. 080715 – State Contract Pricing

Dear Todd:

This letter is to state that the Gila County Request for Quote No. 080715 pricing is provided at the Arizona State Contract Price for Labor at the cost of \$90.00 per hour.

This is being offered under the pricing of the Arizona State Contact Number ADSPO13-036883, and is subject to the terms and conditions of the Arizona State Contact ADSPO13-036883.

This quote is for the Power Amplifier at \$937.50, including shipping. The install of the power amplifier and alignment, as well as programming the new frequency provided and tuning the duplexer will be an additional \$270.00 at the labor cost of \$90.00 per hour.

This total quote will be \$1207.50.

This is based on having the equipment here at the shop. The repair time will be approximately one (1) week.

Should you have any questions or concerns please feel free to call me directly at (602) 757-4320.

Sincerely,
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.

Bob Wendt

Bob Wendt
Project Manager

PHOENIX
3332 E. Broadway Rd.
Phoenix, Arizona 85040
P: 602-955-8405
F: 602-955-1049

TUCSON
3600 S. Palo Verde Rd., Ste. 105
Tucson, Arizona 85713
P: 520-747-1516
F: 520-747-0407

FLAGSTAFF
4025 E. Huntington, Ste. 100
Flagstaff, Arizona 86004
P: 928-779-2929
F: 928-522-0333

LAKE HAVASU CITY
2100 College Drive, Unit 118
Lake Havasu City, AZ 86403
P: 928-680-4333 or 928-763-9041
F: 928-680-4512 or 928-763-9049

SHOW LOW
501 N. 9th Place
Show Low, AZ 85901
P: 928-537-7459
F: 928-537-3575



MOTOROLA SOLUTIONS

Radio Solutions Channel Partner

EXECUTIVE SUMMARY FORM

Contract Name: Sheriff's Office C-Software Dispatch Contract No.: ADSP013-036614 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) C-Software Consoles Equipment for Dispatch Sheriff's Office. Two for Globe Dispatch. This system will be for Communications upgrade to update the Consoles to touchscreen operations.

Contract End Date: 08/31/15 to 10/01/15

Renewal Option: Yes No

Maximum Dollar Limit: \$27,645.43

Contract Information

Firm Name: Durham Communications Contact Person: Brian Durham

Address: 4611 E Virginia Street Phone No: 480-981-8875

City: Mesa State: AZ Fax: _____ Email: brian@dcicomm.com

Fund: Capital Improvements/Sheriff/Capital Outlay/Non-specified/Capital Outlay Communications \$5000 & Over

Type of Funds: Restricted

Fund Code: 1007.300.500.000.4500.36

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 AZ, for cooperative purchasing. By using the State contract with Durham Communications, 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. ADSP013-036614, for C Software Dispatch approved this 2nd day of September, 2015.

GILA COUNTY MANAGER



Don E. McDaniel, Jr.



4611 E. Virginia St.
Mesa, AZ 85215
(480)981-8875
Fax(480)-981-7146

Communication Integration & Solutions Since 1945

PRICE QUOTE		8/25/2015	PRESENTED TO:		AZ ROC# 086328 L-67
Summary - Two C Soft console positions			Contact: Lt. Keith Thompson	Email: kthompson@gilacountyaz.gov	
Arizona State Contract Pricing			Organization: Gila County	Phone: 928-402-4213	
			Department: Sheriff	Fax: 928-425-5679	
			Address:	Cell: 928-402-4213	
Contract Number (State, WSCA, GSA, Other)			City, State Zip:	Salesperson: Larry Fitchett	Qtr #: 08-25-2015-001
AD5PO13-036614					

ITEM	DESCRIPTION	MAN	MODEL	PRICE	QTY	EXTENDED
1	Globe Dispatch					
2	Desktop with Windows 7 (CPU), C-Soft installed. And	Telex	F 01U 290.343	\$ 2,161.86	2	\$ 4,323.72
3	Mouse & Keyboard. (DOES NOT INCLUDE SPEAKERS)			\$ -		\$ -
4	C-Soft 24 line SOFTWARE. USB	Telex	F 01U 117.303	\$ 4,354.74	2	\$ 8,709.48
5	19" LCD monitor, NON-Touchscreen	Telex	F 01U 117.881	\$ 301.43	2	\$ 602.86
6	ADHB-4, ADVANCED HEADSET	Telex	F 01U 149.779	\$ 2,066.03	2	\$ 4,132.06
7	RHB-1, REMOTE HEADSET BOX	Telex	F 01U 149.785	\$ 259.23	2	\$ 518.46
8	Desk Top Gooseneck Microphone kit	Telex	F 01U 138.537	\$ 393.57	2	\$ 787.14
9	Footswitch DPDT FS-1	Telex	F 01U 117.308	\$ 126.60	2	\$ 253.20
10	Dispatch Speakers	Telex	F 01U 155.248	\$ 55.55	2	\$ 111.10
11	Dispatcher Headset	Telex	F 01U 117.424	\$ 496.06	4	\$ 1,984.24
12				\$ -		\$ -
13				\$ -		\$ -

Notes:
Equipment can be purchased via Arizona State Contract under existing guidelines.

Hardware Total	\$	21,422.26
TAX %	8.05	\$ 1,724.49
Freight	\$	-
Mobilization	\$	642.67
Labor	\$	3,856.01

Project Total: \$ 27,645.43

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

[Signature]
Customer Signature **DON E. McDaniel, Jr.**
COUNTY MANAGER

9/2/15
Date PO Number

TERMS AND CONDITIONS

All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEES, court FEES and agency FEES. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation/Labor Completed, 10% Acceptance unless otherwise contracted.

1007. 300.4500.36

EXECUTIVE SUMMARY FORM

Contract Name: Globe Jail-5 Med Cabinets Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Gila County Globe Jail is in need of locking medicine cabinets. Contractor will furnish materials and labor to install double-solid door "InnerSpace" medicine cabinets. The new cabinets have monitored entry and tamper resistance and notification.

Contract End Date: 10/30/15

Renewal Option: Yes No

Maximum Dollar Limit: \$43,315.47

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Non-specified/Operating Safety supplies

Type of Funds: Restricted

Fund Code: 3011.300.340.000.4110.85

Grant General Fund Other

Date Sent for Legal Review: n/a

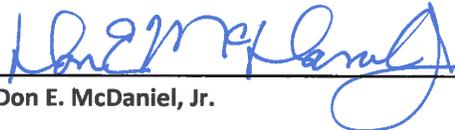
Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 09 TH day of SEPTEMBER, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



Customized Solution Recommendation

Prepared For

**GILA COUNTY - Globe
Jailhouse**

Prepared By

Matt Alvey
Systems Integration Consultant

Scope of Work: GilaCounty-GlobeJail-5MedCabinets

Customer Theory of Operation:

Install double-solid door innerspace medicine cabinet. Customer to remove all shelving and items from the area of the cabinet's installation PRIOR to Stanley arriving on-site.

Stanley to install electrified cabinet lock using wire mold and flex conduit around the inside of the cabinet. Stanley to install card reader on side of cabinet. Stanley to install screw-on tamper switch for door to monitor for door force and prop. Wiring to feed through drop-tile ceiling in office areas back to the IDF. IDF contains existing Lenel head end equipment. Head end will require a new chassis and two additional boards (existing board has room for one more reader). There is one fire wall along wire path. Stanley to perform wall penetration and fire caulking.

Work is to be performed 8-5, M-F. Working needing performed outside of those hours will require a change order.

System components in head end:

Power supply for siren

Lenel Chassis with BASIS expansion boards

Power supply for cabinet locks

Keyswitch

Function and design at cabinets:

1. each cabinet has a dimension of: 34" Wide x 84" tall x 24.75 deep.
2. Each cabinet has dual swing doors. Both door leafs will get electrified locks and door position switches. Electrified locks being used have latch monitoring in them for system to recognize its status.
3. Should door contacts be held open for a predefined period of time, a local siren will sound for 30 seconds.
4. A keyswitch will be mounted in the panel room that will turn off the siren function of the system. This is in case there are times where the shelves are needing opened for a greater period of time and/or there is a need for service on the units that would create ongoing sirens.
5. Should cabinets be opened withOUT a card read, then siren will sound for 30 seconds.

Customer Equipment Notes:



Equipment Schedule of Protection

After conducting our business risk assessment, we have developed a solution with your specific business in mind. We never take a one-size-fits-all approach to addressing our customer's business requirements. Our approach is to find the "Best Fit" for that is unique as your business and addresses your specific business concerns.

After reviewing your requirements, STANLEY Convergent Security Solutions, Inc. recommends to furnish and install the following equipment:

Solution: GilaCounty-GlobeJail-5MedCabinets
Quote: Q-00634816

Equipment		
Quantity	Part Number	Description
10	HE-066040006	Door Hardware Cabinet lock with locked state monitorings
5	900PTNTEK00000	Reader, RP10, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, TERM, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT
3	5100CM	Custom Prefabricated Hardware 24,75d x 30W with adjustable shelves. Full size medical cabinet with double-swing doors. Select finish on wilsonart.com
10	SR-1045T	Sentrol Surface Mount Industrial Contact Screw Terminals
7		Miscellaneous Hardware flexx conduit, wire mold, materials
1	AL600ULXPD16	AL600ULXPD16 12-24VDC 6AMP 16O
4		Cable/Wire 22/6 and 18/4 cable
1	AX-300ULPD4	AL300ULPD4 12/24V 2.5AMP 4OUTP
1	748	Dual-Tone Siren- 119 db
2	5142D	Custom Prefabricated Hardware 24.75dx42w w/ adjustable shelves;double solid doors
1	LNL-CTX-6	Lenel UL listed hardware enclosure (24 x 18 x 4.5); only with lock and tamper switch (UL Approved)(can house up to 6 boards)
2	BAS-1320	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays , Rohs, Ce And UL294 Certified
1	5141-25	KEYSWITCH DPDT MOMENTARY WORKS W/STANDARD KEY CYLINDER

Existing Equipment

Services Schedule of Protection

After reviewing your requirements, STANLEY CSS recommends to furnish the following services:

Quote: Q-00634816

Services

Quote: Q-00634816

GILA COUNTY - Globe Jailhouse
 1100 E South St
 Globe, AZ 85501

Remit to:
 Stanley Security Solutions
 Dept Ch 14210
 Palentine, IL 60055-4210

Proposal Generated: 8/21/2015

Qty	Description	Part Number	Unit Price	Total Price
5	Reader, RP10, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, TERM, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	900PTNTEK00000	\$169.66	\$848.30
10	Sentrol Surface Mount Industrial Contact Screw Terminals	SR-1045TN	\$10.55	\$105.50
1	AL600ULXPD16 12-24VDC 6AMP 16O	AX-600ULXPD1	\$406.02	\$406.02
1	AL300ULPD4 12/24V 2.5AMP 4OUTP	AX-300ULPD4	\$270.68	\$270.68
1	Dual-Tone Siren- 119 db	748	\$38.67	\$38.67
1	Lenel UL listed hardware enclosure (24 x 18 x 4.5); only with lock and tamper switch (UL Approved)(can house up to 6 boards)	LNL-CTX-6	\$264.91	\$264.91
2	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays , Rohs, Ce And UL294 Certified	BAS-1320	\$499.18	\$998.36
1	KEYSWITCH DPDT MOMENTARY WORKS W/STANDARD KEY CYLINDER	WR5211-MP23PP/R	\$113.24	\$113.24
10	Door Hardware: Cabinet lock with locked state monitorings	HE-066040006	\$155.88	\$1,558.80
3	Custom Prefabricated Hardware: 24.75d x 30W with adjustable shelves. Full size medical cabinet with double-swing doors. Select finish on wilsonart.com	5100CM	\$2,972.30	\$8,916.90
7	Miscellaneous Hardware: flexx conduit, wire mold, materials		\$362.21	\$2,535.47
4	Cable/Wire: 22/6 and 18/4 cable		\$852.27	\$3,409.08
2	Custom Prefabricated Hardware: 24.75dx42w w/ adjustable shelves;double solid doors	5142D	\$4,570.31	\$9,140.62
Equipment Total				\$28,606.55
				Total Price
Labor, Wiring, and Firestop				\$5,680.00
Final Testing, Adjust, and Programming				\$1,880.00
Engineering				\$680.00
Project Management, Drawings, and Documentation				\$240.00
Account Administration				\$160.00
Panel Fabrication & Assembly				\$3,052.00
Labor & Additional Total				\$11,692.00
Extended Warranty per SLA				\$1,003.45
Actual Install Sale Price				\$41,302.00
Tax				\$2,013.47
Final Total				\$43,315.47

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One): Monthly Quarterly Biannually Annually

Stanley:

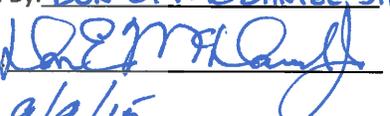
Approved By: Stanley CSS - Matt Alvey

Signature: 

Date: 2015-9-1

Gila County:

Approved By: DON E. McDANIEL JR.

Signature: 

Date: 9/9/15

Billing Address: GILA COUNTY-FINANCE
1400 E. ASH STREET
GLOBE, AZ 85501

Special Billing Instructions:



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

ONLINE TRAINING-LICENSE AGREEMENT

STATEFOODSAFETY.COM

Effective August 22, 2014, Gila County and StateFoodSafety.com entered into a contract whereby The Gila County Health Department offers the Online StateFoodSafety.com Food Handler Training.

The Agreement will expire on August 21, 2015. **Per Page 1-Term**, Gila County shall have the option to renew the contract for three (3) additional (1) year periods.

AMENDMENT NO. 1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from August 22, 2015 to August 21, 2016.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the August 22, 2015 to August 21, 2016 renewal period.

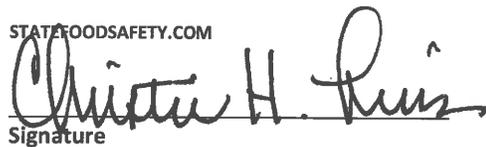
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09TH day of SEPTEMBER, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 9/9/15

STATEFOODSAFETY.COM


Signature

CHRISTIE H. LEWIS Ph.D.
Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Globe Jail-5 Med Cabinets Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)

Gila County Globe Jail is in need of locking medicine cabinets. Contractor will furnish materials and labor to install double-solid door "InnerSpace" medicine cabinets. The new cabinets have monitored entry and tamper resistance and notification.

Contract End Date: 10/30/15

Renewal Option: Yes No

Maximum Dollar Limit: \$43,315.47

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Non-specified/Operating Safety supplies

Type of Funds: Restricted

Fund Code: 3011.300.340.000.4110.85

Grant General Fund Other

Date Sent for Legal Review: n/a

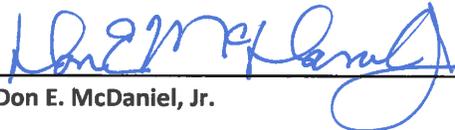
Date Returned: _____

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 09 TH day of SEPTEMBER, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



Customized Solution Recommendation

Prepared For

**GILA COUNTY - Globe
Jailhouse**

Prepared By

Matt Alvey
Systems Integration Consultant

Scope of Work: GilaCounty-GlobeJail-5MedCabinets

Customer Theory of Operation:

Install double-solid door innerspace medicine cabinet. Customer to remove all shelving and items from the area of the cabinet's installation PRIOR to Stanley arriving on-site.

Stanley to install electrified cabinet lock using wire mold and flex conduit around the inside of the cabinet. Stanley to install card reader on side of cabinet. Stanley to install screw-on tamper switch for door to monitor for door force and prop. Wiring to feed through drop-tile ceiling in office areas back to the IDF. IDF contains existing Lenel head end equipment. Head end will require a new chassis and two additional boards (existing board has room for one more reader). There is one fire wall along wire path. Stanley to perform wall penetration and fire caulking.

Work is to be performed 8-5, M-F. Working needing performed outside of those hours will require a change order.

System components in head end:

Power supply for siren

Lenel Chassis with BASIS expansion boards

Power supply for cabinet locks

Keyswitch

Function and design at cabinets:

1. each cabinet has a dimension of: 34" Wide x 84" tall x 24.75 deep.
2. Each cabinet has dual swing doors. Both door leafs will get electrified locks and door position switches. Electrified locks being used have latch monitoring in them for system to recognize its status.
3. Should door contacts be held open for a predefined period of time, a local siren will sound for 30 seconds.
4. A keyswitch will be mounted in the panel room that will turn off the siren function of the system. This is in case there are times where the shelves are needing opened for a greater period of time and/or there is a need for service on the units that would create ongoing sirens.
5. Should cabinets be opened withOUT a card read, then siren will sound for 30 seconds.

Customer Equipment Notes:



Equipment Schedule of Protection

After conducting our business risk assessment, we have developed a solution with your specific business in mind. We never take a one-size-fits-all approach to addressing our customer's business requirements. Our approach is to find the "Best Fit" for that is unique as your business and addresses your specific business concerns.

After reviewing your requirements, STANLEY Convergent Security Solutions, Inc. recommends to furnish and install the following equipment:

Solution: GilaCounty-GlobeJail-5MedCabinets
Quote: Q-00634816

Equipment		
Quantity	Part Number	Description
10	HE-066040006	Door Hardware Cabinet lock with locked state monitorings
5	900PTNTEK00000	Reader, RP10, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, TERM, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT
3	5100CM	Custom Prefabricated Hardware 24,75d x 30W with adjustable shelves. Full size medical cabinet with double-swing doors. Select finish on wilsonart.com
10	SR-1045T	Sentrol Surface Mount Industrial Contact Screw Terminals
7		Miscellaneous Hardware flexx conduit, wire mold, materials
1	AL600ULXPD16	AL600ULXPD16 12-24VDC 6AMP 16O
4		Cable/Wire 22/6 and 18/4 cable
1	AX-300ULPD4	AL300ULPD4 12/24V 2.5AMP 4OUTP
1	748	Dual-Tone Siren- 119 db
2	5142D	Custom Prefabricated Hardware 24.75dx42w w/ adjustable shelves;double solid doors
1	LNL-CTX-6	Lenel UL listed hardware enclosure (24 x 18 x 4.5); only with lock and tamper switch (UL Approved)(can house up to 6 boards)
2	BAS-1320	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays , Rohs, Ce And UL294 Certified
1	5141-25	KEYSWITCH DPDT MOMENTARY WORKS W/STANDARD KEY CYLINDER

Existing Equipment

Services Schedule of Protection

After reviewing your requirements, STANLEY CSS recommends to furnish the following services:

Quote: Q-00634816

Services

Quote: Q-00634816

GILA COUNTY - Globe Jailhouse
 1100 E South St
 Globe, AZ 85501

Remit to:
 Stanley Security Solutions
 Dept Ch 14210
 Palentine, IL 60055-4210

Proposal Generated: 8/21/2015

Qty	Description	Part Number	Unit Price	Total Price
5	Reader, RP10, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, TERM, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	900PTNTEK00000	\$169.66	\$848.30
10	Sentrol Surface Mount Industrial Contact Screw Terminals	SR-1045TN	\$10.55	\$105.50
1	AL600ULXPD16 12-24VDC 6AMP 16O	AX-600ULXPD1	\$406.02	\$406.02
1	AL300ULPD4 12/24V 2.5AMP 4OUTP	AX-300ULPD4	\$270.68	\$270.68
1	Dual-Tone Siren- 119 db	748	\$38.67	\$38.67
1	Lenel UL listed hardware enclosure (24 x 18 x 4.5); only with lock and tamper switch (UL Approved)(can house up to 6 boards)	LNL-CTX-6	\$264.91	\$264.91
2	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays , Rohs, Ce And UL294 Certified	BAS-1320	\$499.18	\$998.36
1	KEYSWITCH DPDT MOMENTARY WORKS W/STANDARD KEY CYLINDER	WR5211-MP23PP/R	\$113.24	\$113.24
10	Door Hardware: Cabinet lock with locked state monitorings	HE-066040006	\$155.88	\$1,558.80
3	Custom Prefabricated Hardware: 24.75d x 30W with adjustable shelves. Full size medical cabinet with double-swing doors. Select finish on wilsonart.com	5100CM	\$2,972.30	\$8,916.90
7	Miscellaneous Hardware: flexx conduit, wire mold, materials		\$362.21	\$2,535.47
4	Cable/Wire: 22/6 and 18/4 cable		\$852.27	\$3,409.08
2	Custom Prefabricated Hardware: 24.75dx42w w/ adjustable shelves;double solid doors	5142D	\$4,570.31	\$9,140.62
Equipment Total				\$28,606.55
				Total Price
Labor, Wiring, and Firestop				\$5,680.00
Final Testing, Adjust, and Programming				\$1,880.00
Engineering				\$680.00
Project Management, Drawings, and Documentation				\$240.00
Account Administration				\$160.00
Panel Fabrication & Assembly				\$3,052.00
Labor & Additional Total				\$11,692.00
Extended Warranty per SLA				\$1,003.45
Actual Install Sale Price				\$41,302.00
Tax				\$2,013.47
Final Total				\$43,315.47

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One): Monthly Quarterly Biannually Annually

Stanley:

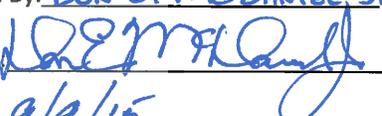
Approved By: Stanley CSS - Matt Alvey

Signature: 

Date: 2015-9-1

Gila County:

Approved By: DON E. McDANIEL JR.

Signature: 

Date: 9/9/15

Billing Address: GILA COUNTY-FINANCE
1400 E. ASH STREET
GLOBE, AZ 85301

Special Billing Instructions:



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

HEALTHCARE MEDICAL WASTE SERVICES AGREEMENT

CONTAINMENT OF MEDICAL WASTE

Effective October 14, 2014, Gila County and Healthcare Medical Waste Services entered into a contract whereby Healthcare Medical Waste Services agreed to provide Containment of Medical Waste Services.

The Health Department would like to increase the original contract amount of Eight Hundred Ninety-Eight dollars and 92/100's (\$898.92) by an additional Five Hundred dollars and no/100's (500.00) for containment, transportation, treatment of and disposal of medical waste to be performed in fiscal year 2015/2016.

Amendment No. 1 will serve to increase the contract amount by an amount of Five Hundred dollars and no/100's (\$500.00).

Consequently, the contract is amended to increase the contract amount by \$500.00 for a new total contract amount of One Thousand Three Hundred Ninety-Eight dollars and 92/100's (\$1,398.92).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2014 to October 13, 2015 contract 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 09th day of SEPTEMBER, 2015.

GILA COUNTY

HEALTHCARE MEDICAL WASTE SERVICES



Don E. McDaniel Jr., County Manager

 8/31/15

Signature

Date: 09-09-15

SALLIE WILKINS

Print Name

Tommy 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

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 080615
GLOBE JAIL SECURITY FENCE REPAIR AND REPLACE
SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 09th day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Biddle & Brown Fence Company, of the City of Phoenix, 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 Sheriff's Office 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 080615** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080615** 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 080615**, 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 solely 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. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000
Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 October 30, 2015.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$7,069.25 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.

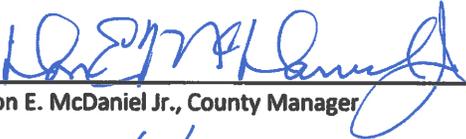
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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. 080615 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

BIDDLE & BROWN FENCE COMPANY



Don E. McDaniel Jr., County Manager



Signature

Date: 9/9/15

Brandon Cromer, PROJECT MANAGER
Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, August 24, 2015 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County 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"

Contractor Name:	<u>BIDDLE & BROWN FENCE CO.</u>	
Contractor Address:	<u>895 W ELWOOD ST. PHOENIX, AZ 85041</u>	
Contractor Phone #:	<u>602-456-8999</u>	Email Address: <u>brandon@b-fence.com</u>
Contractor Signature:	<u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION		
LABOR COST	\$ <u>4213.63</u>	(TAXES INCLUDED)
MATERIAL COST	\$ <u>2855.62</u>	(TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.		

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

**REQUEST FOR QUOTE NO. 080615
GILA COUNTY**



GLOBE JAIL SECURITY FENCE REPAIR AND REPLACE

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of labor and material to repair and replace Security Fence at Globe Jail.

Location:

Gila County Jail
1100 E. South Street
Globe, AZ 85501

Scope of Work and Specifications:

- Contractor will furnish materials and labor to install approximately 350 LF of 24" of razor ribbon/wire along the top outside of the existing fence, and relocate the existing razor ribbon/wire from the inside of the fence to the top/outside, providing a uniform continuous perimeter with no separation or voids.
- Secure loose, and replace missing or damaged beyond repair, no-climb fabric.
- All products will be installed per manufacturers' instructions using approved materials and following the industries best practices.
- Contractor will be responsible to provide all required Personal Protective Equipment and equipment to safely perform this contract.
- The Facility is in use and all effort will be made to accommodate the successful bidder in completion of this work; but all work must be scheduled to allow tenants to continue to serve the public and perform the necessary functions of their office.

A Mandatory Site Visit is required. Contact Robert Hickman at 928-200-1643 or Mark Warden at 928-200-1639 to schedule an appointment.



AGREEMENT

895 W. ELWOOD ST.
PHOENIX, AZ. 85041
OFF.: (602) 456-8999
FAX: (602) 396-1077
CELL: (602) 541-6822
LIC #CR-14- 272838

CUSTOMER GILA COUNTY		ATTN: JEANNIE SGROI	
BILLING ADDRESS			
CITY		STATE	ZIP
PHONE 928-402-8612	FAX 928-402-4386	MOBILE	

DATE 8/24/2015		
JOB NAME RAZOR RIBBON- #080615		
DELIVERY SITE OR JOB ADDRESS 1100 E SOUTH ST		
CITY GLOBE	STATE AZ	ZIP 85501

BIDDLE & BROWN FENCE AGREES TO PROVIDE THE FOLLOWING:

FURNISH LABOR, MATERIALS, EQUIPMENT FOR THE FOLLOWING RAZOR RIBBON ADDITION:

REMOVING EXISTING DAMAGED RAZOR RIBBON
INSTALLING APPROXIMATELY 350 LINEAR FEET OF NEW 24" RAZOR RIBBON
24" RAZOR RIBBON- TAPE MATERIAL- STAINLESS STEEL; CORE MATERIAL- GALVANIZED

LABOR COST.....\$4,026.50.00
MATERIALS COST.....\$2,668.50.00
TOTAL WITH TAX INCLUDED.....\$7,069.25 (TAX- 374.25)

*PLEASE CALL FOR A RENTAL FENCE QUOTE! THANKS

EXCLUSIONS:

STAKING, GRADING, CLEARING, SURVEYING, ENGINEERING, TRAFFIC CONTROL, PERMITS, TAXES, BONDS, PREVAILING WAGES, SIGNAGE, LOCKSETS, KNOX BOXES OR OTHER FIRE DEPT. REQUIREMENTS, PANIC HARDWARE, CONCRETE WORK OTHER THAN ROUND POST HOLES, CORE DRILLING, INSTALLATION OF METAL EMBEDS, BOLLARDS, GROUNDING, RENTAL FENCE

FOR PAYMENT AS FOLLOWS:

TERMS:	<input type="checkbox"/> BALANCE UPON COMPLETION	NET SUM	SEE ABOVE
	<input type="checkbox"/> DEPOSIT	SALES TAX	
	<input checked="" type="checkbox"/> OTHER	BUILDING PERMIT	NONE
	NET 30	TOTAL	SEE ABOVE

ACCEPTANCE: This agreement when signed by the customer(s) and BIDDLE & BROWN FENCE CO. becomes a contract between the two parties and is not subject to cancellation. The customer(s) agree(s) to furnish and be responsible for fence lines (location of fence) and grades. This contract does not include any grading, surveying, or the removal any fence or plants unless specified in writing above. Upon default in payment according to the terms and conditions stated above, the entire balance is immediately due and payable with interest of 1 1/2 % per month, 18% per annum, from the date of default until paid. In the event it becomes necessary to employ an attorney or collection agency to collect this amount, or any part thereof, it is agreed by and between the parties that the customer(s) shall be liable for attorney's fees or collection costs plus any court costs if incurred. It is further agreed by and between the parties hereto that title to the property herein contracted for including any and all equipment and materials supplied or delivered to the job site and installed or affixed thereto shall remain in BIDDLE & BROWN FENCE CO., the seller, until such time as the contract is fully performed and all amounts are paid. It is further agreed that BIDDLE & BROWN FENCE CO. shall have the right to perfect any mechanical or material liens and provided by Arizona law which they may deem necessary in order to protect their interest herein and upon breach of this contract by the customer(s), seller has the right to retrace the property and enter buyers' premises in order to effectuate any right referred to herein. PLEASE NOTE BIDDLE & BROWN FENCE CO. is not responsible for breakage of underground sprinkler or other lines not accessible to blue staking or the true location of property lines.

SELLER: BIDDLE & BROWN FENCE
EMAIL - brandon@b-fence.com

I HAVE READ AND AGREE TO THE PROVISIONS AS STATED IN THIS AGREEMENT

BCF JOB NO.	DATE 8/24/2015
SIGNATURE	(MOB) 602-541-6822
PRINTED NAME BRANDON CROMER	TITLE SALES

CUSTOMER'S SIGNATURE 	
PRINTED NAME Don E. McDaniel, Jr.	TITLE COUNTY MANAGER
CUSTOMER'S P.O.	DATE 9/9/15



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 082114

The following amendments are hereby incorporated into the agreement for the below project

EQUIPMENT AND VEHICLE WINDOW AND WINDSHIELD REPAIR

AUTO EQUIPMENT MAINT. SHOP-STAR VALLEY

Effective September 17, 2014, Gila County and Glass Masters, Inc. entered into a contract whereby Glass Masters, Inc. agreed to provide Equipment and Vehicle Window and Windshield Repair for the Star Valley Maintenance Shop.

Amendment No. 1 to Service Agreement No. 082114 was executed on August 19, 2015 to increase the contract amount by One Thousand dollars and no/100's (\$1,000.00) to cover the added cost of repairs to vehicles and equipment performed during the contract term, September 17, 2014 to September 16, 2015.

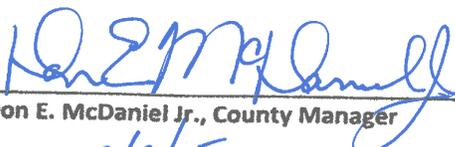
Service Agreement No. 082114 expires on September 16, 2015. Per Page 6 Article 14-Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment 2 to Service Agreement No. 082114 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from September 17, 2015 to September 16, 2016, with a not to exceed contract amount of Eight Thousand dollars and no/100's (\$8,000.00), *if required and as requested*, without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 17, 2015 to September 16, 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 09TH day of SEPTEMBER, 2015.

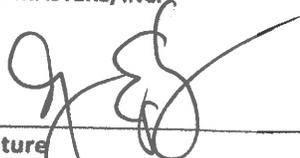
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 9/9/15

GLASS MASTERS, INC.



Signature

Tom Egbert

Print Name



AMENDMENT NO. 2 to CONTRACT NO. 110812-1

The following amendments are hereby incorporated into the agreement for the below project

**CONTRACT 110812-1
ABC & CHIPS FOB PLANT
COPPER REGION OF GILA COUNTY**

Effective May 7, 2013, Gila County and Cemex entered into a contract whereby Cemex agreed to provide Chips and ABC for the Copper Region of Gila County.

Amendment No. 1 to Contract 110812-1 was executed on November 18, 2014 to extend the term of the contract for one additional year from September 07, 2014 to September 06, 2015.

Contract No. 110812-1 expires on September 6, 2015. Per Page 15, Section 2.0-Proposal pricing, Item 2.2 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.

Amendment No 2 to Contract No. 110812-1 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from September 7, 2015 to September 6, 2016 with a not to exceed, without prior written approval, contract amount of Eighty Thousand dollars and no/100's (\$80,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the September 7, 2015 to September 6, 2016 renewal period.

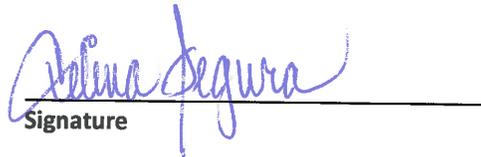
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09th day of SEPTEMBER, 2015.

GILA COUNTY



Don E. McDaniel Jr., County Attorney

CEMEX CONSTRUCTION



Signature

Date 9/9/15

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



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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 080715
MT. ORD ANTENNA INSTALLATION
FLOODPLAIN MANAGEMENT

THIS AGREEMENT, made and entered into this 09TH day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and JE Fuller Hydrology & Geomorphology, Inc., of the City of Tempe, 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 **Floodplain Management** 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 080715** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080715** 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 080715**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or email to jsgrui@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 60 days from the start date.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,143.95 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.

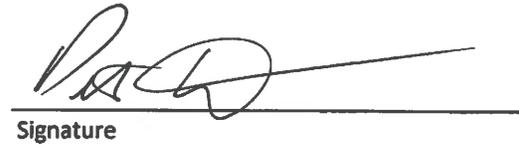
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 080715 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

JE FULLER HYDROLOGY & GEOMORPHOLOGY, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 9/9/15

Peter Acton, PE, Vice-President
Print Name

REQUEST FOR QUOTE NO. 080715
GILA COUNTY



MT. ORD ANTENNA INSTALLATION

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of Contractor to mount antenna on existing Gila County Mt. Ord tower & run feedline to inside building, for installation of a new repeater in the flood warning system. County staff will do actual repeater installation inside building.

Location:
Mt. Ord
Payson, AZ

Scope of Work and Specifications:

- Mount customer-provided Andrew DB586-XT antenna on the existing tower, as appropriate for maximum coverage to the north, east and south, within the range of 40 ft. to 80 ft. above ground.
- Provide and install appropriate antenna stand-off bracket.
- Provide and install 7/8-inch diameter heliax or equal feedline with female N connectors at both ends, from antenna to inside the building.
- Provide 2 grounding kits, and ground the feedline to the existing tower-mounted ground bar, and at the existing ground bar on the outside of the building.
- Estimated feedline length is 50 to 90 feet, depending on actual antenna height.
- Provide and install new ground bar inside the building. Tie new ground bar to existing grounding in the building.
- Provide and install flange-mounted polyphaser or equal coaxial surge protector with female N connector on both sides, onto the new ground bar.
- Surge protector is to be designed for use with 811-857 frequency range. Terminate feedline by connecting it to the coaxial surge protector.

**Fee Table
Gila County
Mt. Ord Tower Work**

23 August 2015

Contract Task	Engineer CH (\$85/Hr)	Engineer PA (\$85/Hr)	Totals
Tower Work	8	8	\$ 1,360.00
Total Labor Hours	8	8	
Sub-Total Labor Cost	\$680.00	\$680.00	\$ 1,360.00
Direct Costs			
4x4 Mileage: Approximately 150 miles @ \$0.74/mile			\$ 111.00
TESSCO Equipment (See attached quote)			\$ 604.02
State (6.3%) and Local (1.6%) Equipment Tax			\$ 48.93
Miscellaneous Supplies:			\$ 20.00
Sub-Total Direct Costs			\$ 783.95
Grand Total			\$ 2,143.95



JE FULLER
HYDROLOGY & GEOMORPHOLOGY, INC.

DEFINE | COMMUNICATE | SOLVE

TEMPE

Jon Fuller, PE, RG, PH, CFM, DWRE
Peter Acton, PE
Tyler Azeltine, BA
Jeff Despain, PE, CFM
Annette Griffin, AAS
Brian Iserman, PE, CFM
Mike Kellogg, RG, CFM
Ted Lehman, PE
Robert Lyons, PE, CFM
W. Scott Ogden, PE, CFM
Patricia Quinn, PE, RLS, AVS
Reed Blochberger, EIT

August 23, 2015

Jeannie Sgroi
Contracts Support Specialist
Gila County Finance
1400 E. Ash Street
Globe, AZ 85501
928-402-8612

TUCSON

John Wallace, PE, CFM
Cyrus Miller, PE, CFM
Chris Rod, PE
Robert Shand, PE
Ian Sharp, PE, CFM
Geoff Harris, PE

RE: Mount Ord Antenna Installation

Dear Ms. Sgroi,

We at JE Fuller Hydrology & Geomorphology (JEF) appreciate the opportunity to continue working with Gila County (County) to improve the County's flood warning system. The scope, fee and schedule are summarized below, and additional, detailed information is attached.

FLAGSTAFF

Cory Helton, PE

PHOENIX

Brian Fry, PE, CFM
Jon Ahern, PE, CFM
Nathan Logan, PE, CFM

Scope of Work:

- JEF will mount County-provided Andrew DB586-XT antenna on the existing tower, as appropriate for maximum coverage to the north, east and south, within the range of 40 ft. to 80 ft. above ground. Estimated feedline length is 50 to 90 feet, depending on actual antenna height.
- JEF will provide and install appropriate antenna stand-off bracket.
- JEF will provide and install 7/8" diameter heliax or equal feedline with female N connectors at both ends, from antenna to inside the building. Transmission cable will be secured to the tower using JEF-supplied 7/8" clamps.
- JEF will provide 2 grounding kits, and ground the feedline to the existing tower-mounted ground bar, and at the existing ground bar on the outside of the building.
- JEF will provide and install new ground bar inside the building. JEF will tie new ground bar to existing grounding in the building.

PRESCOTT

Nate Vaughan, PE

8400 S Kyrene Road, Ste 201
Tempe Arizona 85284
480.752.2124

40 E Helen Street
Tucson, Arizona 85705
520.623.3112

500 N Beaver Street
Flagstaff, Arizona 86001
928.214.0887

1 W Deer Valley Road, Ste 101
Phoenix, Arizona 85027
623.889.0166
www.jefuller.com



JE FULLER
HYDROLOGY & GEOMORPHOLOGY, INC.

DEFINE | COMMUNICATE | SOLVE

- JEF will provide and install flange-mounted polyphaser or equal coaxial surge protector with female N connector on both sides, onto the new ground bar. Surge protector is to be designed for use with 811-857 frequency range. JEF will terminate feedline by connecting it to the coaxial surge protector.
- JEF will provide the necessary climbing gear and hand tools necessary to perform the work outlined in this scope.
- JEF will follow OSHA standards and will use two certified tower climbers for the work.
- JEF will perform testing on the installation from the installed polyphaser to the antenna to ensure output and reflected wattage are within tolerable limits.

Additional Items:

- The County will perform all connections from the polyphaser to the base station equipment.
- A County staff member will meet JEF on site and allow entry.

Fee:

JEF shall perform the scoped work on a lump sum contracting basis for \$2,143.95. Please see attached table for further details.

Schedule:

JEF shall coordinate with Gila County to determine the day of installation.

We certainly appreciate this opportunity to continue working with the County. Please do not hesitate to contact me should you have questions related to this proposal or need additional information.

Sincerely,

JE Fuller Hydrology & Geomorphology, Inc.

Peter Acton, PE
Vice President

8/23/2015

<https://www.lescco.com/worksheets/confirmationprintcopy.jsp?shipvia=07>



Worksheet : Mount Ord

TESSCO PART NO.	QTY	DESCRIPTION	UOM	EXPECTED AVAILABILITY (QTY, MM/DD)	LIST PRICE (\$)	YOUR PRICE ¹	EXTENDED PRICE ¹
382525	90	7/8" HELIAX Smoothwall Aluminum Cable and reel/box	1 FOOT	90 NOW	3.21	1.99	179.10
67184	1	Bulkhead Arrestor, N/F	1 EACH	1 NOW	69.00	57.48	57.48
457744	1	7/8" Cable - N-Male Positive Stop	1 EACH	1 NOW	34.65	27.31	27.31
333438	1	7/8" Cable - N-Female EZfit	1 EACH	1 NOW	37.82	29.80	29.80
384030	2	SureGround Grounding Kit, (7/8')	1 EACH	2 09/10	20.41	18.19	36.38
516402	2	Universal Clip Clamp Hanger, 7/8" Cable <i>This is non-cancellable, non-returnable item.</i>	10 PACK	2 09/30	46.31	27.67	55.34
341449	1	Universal Ground Bar <i>This is non-cancellable, non-returnable item.</i>	1 EACH	1 09/11	63.66	59.59	59.59

¹ Prices are shown in the currency of the account.

Shipping Weight : 54.76 lbs	Mon, 08/31/15	Product Subtotal	445.00
		Delivery Charges	159.02*
		Tax	0.00*
		Total	604.02

* Delivery charges and sales tax shown are estimated. Your final costs may be higher or lower, based on shipment method(s) and delivery location(s).

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

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. 081915-1
LINKING COMMUNICATIONS-CONSULTATION AGREEMENT

THIS AGREEMENT, made and entered into this 09TH day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C&M Communications LLC of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Sheriff's Office 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: Upon request from the Sheriff's Office, Contractor will consult and interface with the Department of Public Safety on Gila County's behalf, for the sole purpose of connecting the radio systems of both the Globe Sheriff's Office and the Payson Sheriff's Office with the Department of Public Safety, to provide a data connection between the Globe and Payson locations communications centers with the Department of Public Safety's communications centers.

Contractor Fee's: Refer to the hourly rates as established in Attachment "A" to Service Agreement No. 081915-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 081915-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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:** Consultant shall provide coverage with limits of liability not less than those stated below.

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

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

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

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

2. **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. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: 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 term of the Contract shall commence upon award and remain in effect from date of award to project completion.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined above will be performed on a not-to-exceed without written authorization budget of **\$2,500.00**, *if required and as requested*, including all applicable taxes. Additional work, as authorized, will be performed at the rates established on Attachment "A" to Service Agreement No. 081915-1, by mention made a binding part of this agreement as set forth herein.

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. **081915-1** 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: 9/9/15

C&M COMMUNICATIONS LLC



Signature

Christopher F. Salgot
Print Name

C&M COMMUNICATIONS LLC
P. O. BOX 1130
77 S. WALTERS LANE
PAYSON, AZ 85541
(928) 472-9777
www.cmcommaz.com

**SERVICE RATE SHEET
IN SHOP**

BENCH LABOR; \$80.00 PER HOUR, 1½ HOUR MINIMUM
CUSTOM INSTALLATION LABOR; \$65.00 PER HOUR
**PROGRAMMING; \$35.00 PER RADIO UP TO 50 CHANNELS, ADDITIONAL
\$15.00 FOR UP TO 100 CHANNELS.**
FLAT RATE DASH MOUNT INSTALL: \$95.00
FLAT RATE REMOTE MOUNT INSTALL; \$125.00

FIELD RATE

SERVICE CALL; \$80.00 INCLUDES FIRST HOUR OF TECH TIME.
HOURLY LABOR; \$80.00 PER HOUR PER PERSON
TRAVEL WITHIN 20 MILES OF OUR SHOP; N/C
TRAVEL OVER 20 MILES FROM OUR SHOP; \$50.00 PER HOUR
BASE STATION INSTALLATION; \$150.00
CUSTOM INSTALLATION LABOR; \$75.00 PER HOUR PER PERSON.
TOWER CLIMBER; \$150.00 PER HOUR (REQUIRES GROUND ASSISTANT)
TOWER GROUND ASSISTANT; \$50.00 PER HOUR

**NIGHT AND WEEKEND RATES
(CUSTOMER REQUESTED)
DOUBLE NORMAL RATES.**

**NATIONAL HOLIDAY RATES
(CUSTOMER REQUESTED)
TRIPLE NORMAL RATES**

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

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 081215-2
FREQUENCY CHANGE FOR DIAMOND POINT HWY REPEATER
PUBLIC WORKS

THIS AGREEMENT, made and entered into this 09TH day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C&M Communications LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 081215-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081215-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 081215-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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

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 October 31, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$450.00 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.

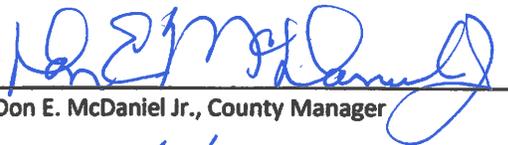
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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. 081215-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

C&M COMMUNICATIONS LLC



Don E. McDaniel Jr., County Manager



Signature

Date: 9/9/15

Christophe F. Salsot

Print Name

Re: Gila Co. Hwy Repeater on Diamond Pt
Chris Salgot chris@cmcommaz.com
Sent: Mon 8/3/2015 1:39 PM
To: Deroulhac, Darde dderoulhac@gilacountyaz.gov

Darde;

Crystal filter for the new RX frequency is \$695.00 with an 8 week lead time.

Retuning of the repeater and duplexer (in shop) will be \$450.00.
Includes travel to the site to remove equipment then return to reinstall after tuning. Crystal filter changeout will be done at the same time.

Monthly recurring site space for a single channel 800 mhz repeater on your 809-854 channel would be \$175.00 plus taxes. Includes use of our receiver multi-coupler and one transmit combiner port. Initial installation of your equipment and combiner tuning will be a one time charge of \$200.00.

I am leaving for vacation at the end of this month so if possible you need to get a PO issued ASAP so I can get the crystal filter ordered and in process. In the meantime you can probably get your links setup and installed so once we retune the repeater you will instantly be up and running before any winter weather starts.

Thank You;

Christopher F. Salgot
C&M Communications LLC
R&M Repeater LLC
(928)472-9777
www.cmcommaz.com

Tommy 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

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 090315
INSTALLATION OF ELECTRICAL OUTLETS
PROBATION DEPARTMENT

THIS AGREEMENT, made and entered into this 15th day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Burden Electric, 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 **Probation 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 090315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 090315** 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 090315**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000
Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or email to jsgroi@gilacountyaz.gov. 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 2 weeks after award.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,500.00 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. 090315 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

BURDEN ELECTRIC



Don E. McDaniel Jr., County Manager



Signature

Date: 9/15/15

Eva L Burden

Print Name



Burden Electric LLC

ROC 115534
RESIDENTIAL

ROC 115533
COMMERCIAL

PROPOSAL

Date: 8/26/2015

SUBMITTED TO:
Gila County Facilities
David Horn
1400 E Ash St
Globe, AZ 85501

ADDRESS: JOB LOCATION:
Gila County Juvenile Detention
Center
1425 E South St
Globe, AZ 85501

Burden Electric LLC
P.O. Box 628
Globe AZ, 85502
Phone: 928-402-0379
Fax: 928-402-0379 call ahead
Cell: 480-747-0064
Email: burdenelectric@aol.com

We hereby proposed to furnish the materials and perform the labor necessary for the completion of the following:
Supply and install pipe, wire, fittings, boxes, breaker, and receptacles for 2 new receptacles in control room.

Our Price Will Not include the Following: Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Permits, Utility, or Inspection Fees are not included.

All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: \$1500.00
One thousand five hundred dollars.

Payment to be made as follows: pay in full on completion

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within 10 Days.

AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:

Signature _____ Date _____

CUSTOMER:

Signature _____ Date _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

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

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. 080615-4
GLOBE JAIL PEDESTRIAN SALLY PORT IMPROVEMENT
SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 15th day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and American Fence Company, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 **Sheriff's Office** 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 080615-4** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 080615-4** 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 080615-4**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. 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”.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to **jsgroi@gilacountyaz.gov**. 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 30 days after start.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,675.00 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. 080615-4 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: 9/15/15

AMERICAN FENCE COMPANY of Arizona, Inc.



Signature

Trent Smith, Southern Arizona Regional Manager

Print Name

**REQUEST FOR QUOTE NO. 080615-4
GILA COUNTY**



GLOBE JAIL PEDESTRIAN SALLY PORT IMPROVEMENT

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of a Contractor to fabricate and install a fence fabric roof over the existing fenced Walkway.

Location:

Gila County Jail
1100 E. South Street
Globe, AZ 85501

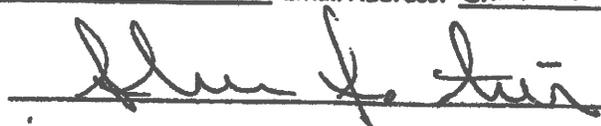
Scope of Work and Specifications:

- Contractor will furnish materials and labor to fabricate and install a fence fabric roof over the existing fenced walkway.
- The roof should be constructed of 9 gauge chain link fence fabric and schedule 20 galvanized pipe, minimum 1 7/8" diameter, leaving no opening wider than 4".
- All products will be installed per manufacturers' instruction using new approved materials and following the industry's best practices.
- Contractor will be responsible for providing all required Personal Protective Equipment and equipment to safely perform this contract.
- The Facility is in use and all effort will be made to accommodate the successful bidder in completion of this work; but all work must be scheduled to allow tenants to continue to serve the public and perform the necessary functions of this office.

A Mandatory site visit required. Contact Robert Hickman at 928-200-1643 or Mark Warden at 928-200-1639 to schedule an appointment.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, August 27, 2015 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County 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"

Contractor Name:	<u>American Fence Co. Mesa</u>		
Contractor Address:	<u>3655 E. Main St., Mesa, AZ 85205</u>		
Contractor Phone #:	<u>(480) 832-6380</u>	Email Address:	<u>shane.smith@americanfence.com</u>
Contractor Signature:			
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$	<u>1000.00</u>	(TAXES INCLUDED)
MATERIAL COST	\$	<u>675.00</u>	(TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 081114

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 081114
OIL HEATERS SERVICE & REPAIR**

H&H HEATING & COOLING

Effective September 02, 2014, Gila County and H&H Heating & Cooling entered into a contract whereby H&H Heating & Cooling agreed to provide Oil Heaters Service and Repair, in Payson, Arizona

The contract expires on September 01, 2015. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 1 to Service Agreement 081114 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from September 02, 2015 to September 01, 2016, with a not to exceed contract amount of Two Thousand Seven Hundred dollars and no/100's (\$2,700.00), *if required and as requested*, without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the September 02, 2015 to September 01, 2016 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of SEPTEMBER, 2015.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 9/15/15

H&H HEATING & COOLING:



Signature

Herm Holtz

Print Name

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

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

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
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

AGREEMENT NO. 072415
MOBILE SPAY AND NEUTER CLINIC
HUMANE SOCIETY OF CENTRAL ARIZONA, INC.

This Agreement is entered into by and between Humane Society of Central Arizona, Inc, hereinafter referred to as **Contractor**, and Gila County, hereinafter referred to as **County**.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties' hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, County, or Contractor in any State or Federal Court.

GENERAL PROVISIONS

1. **General Requirements**

- A. The term of this Agreement shall be construed in accordance with Arizona law, any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

2. **Amendments**

All Amendments to this Agreement must be in writing and signed by both parties

3. **Assignments/Subcontracting**

No right, liability, obligation of duty under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Gila County Manager.

4. Default

The County may suspend, terminate, or modify this Agreement immediately upon written notice to Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

5. Termination

- A. Either party may terminate this Agreement at any time, with thirty (30) days notice in writing to the other party (unless terminated by Gila County under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.
- B. This Agreement may be terminated by mutual agreement of the parties specifying the termination date therein.

6. Severability

Any provision of this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7. Non-Liability

The County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or agreements made by the Contractor in anticipation of funding hereunder.

8. Indemnity

The Contractor agrees to indemnify, hold harmless, and defend the County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees, from and against any and all claims, damages, costs or expenses of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts enduring to the benefit of the above named entities.

9. Technical Assistance

The County shall provide reasonable technical assistance to the Contractor to assist in complying with state and Federal laws, regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance and in accordance with the terms of this Agreement.

10. Prohibition of Lobbying

The Contractor agrees that Contractor's employees or agents shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

11. Religious Activities

The Contractor agrees that costs, planned or claimed, including costs endured by any Subcontractor shall not include any expense for any religious activity or for any religious organization.

12. Political Activity Prohibited

None of the funds, materials, property or services contributed by the County or Contractor under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

13. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability.

14. Contract Compliance Monitoring

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for Agreement compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all record and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Agreements.

15. Minimum Wage Requirements

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended if Contractor has any such employees.

16. Recognition of County Support

The Contractor agrees to give recognition to the County and the funding source of its support when the Contractor publishes material or releases public information which is paid for totally or in part with funds received by the Contractor under the terms of this Agreement

17. Non-Discrimination

The Contractor in connection with any service or other activity under this Agreement shall not in any way otherwise discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts enduring to the benefit of the Contractor or the County.

18. Retention of Records

The Contractor agrees to retain all financial books, records, and other documents relevant to this Agreement for four (4) years after final payment or until after the resolution of any audit questions which could be more than four (4) years, whichever is longer, and the County, Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

19. Legal Arizona Workers Act Compliance

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

20. Cancellation

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

21. Notifications

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Humane Society of Central Arizona, Inc.
Attn: Executive Director
605 W. Wilson Court
Payson, Arizona 85541
Phone: 928-474-5590

Gila County
Attn: County Manager
1400 E. Ash Street
Globe, Arizona 85501
Phone: 928-425-3231

SPECIAL PROVISIONS

1. Contractor shall mobilize their spay and neuter mobile clinic, at a designation to be determined by the Gila County Division of Health & Emergency Management, for a one day period, on a bi-monthly basis, beginning October 2015.
2. Contractor shall provide the mobile unit, a licensed veterinarian, an experienced veterinarian technician, and the necessary surgical supplies to perform a minimum of fifteen (15) surgeries per visit.
3. Gila County agrees to pay to the Humane Society of Central Arizona a flat rate of Seven Hundred and Eighty dollars (\$780) per visit. The fee covers: \$600.00 for the Veterinarian, \$130.00 for the Veterinarian Technician, and \$50.00 for surgical supplies.
4. In order to encourage spaying and neutering of cats and dogs in the County, the County desires to subsidize the additional per pet fees for spaying and neutering. Consequently, the County will pay the Humane Society of Central Arizona an additional amount for each cat or dog spayed or neutered for a pet owner based pursuant to the following fee schedule:
 - Cat Spay - \$30.00
 - Cat Neuter - \$20.00
 - Dog Spay 0-39 pounds - \$37.50
 - Dog Spay 40-70 pounds - \$47.50
 - Dog Spay over 70 pounds – plus \$0.50 per pound
 - Dog Neuter 0-39 pounds - \$35.00
 - Dog Neuter 40-70 pounds - \$40.00
 - Dog Neuter over 70 pounds – plus \$0.50 per pound

Additionally, the Humane Society of Central Arizona may charge pet owners fees pursuant to the following fee schedule:

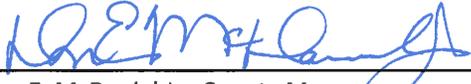
- Cat Spay - \$30.00
- Cat Neuter - \$20.00
- Dog Spay 0-39 pounds - \$37.50
- Dog Spay 40-70 pounds - \$47.50
- Dog Spay over 70 pounds – plus \$0.50 per pound
- Dog Neuter 0-39 pounds - \$35.00
- Dog Neuter 40-70 pounds - \$40.00
- Dog Neuter over 70 pounds – plus \$0.50 per pound

The Humane Society of Central Arizona will be responsible for collecting the fee charged to pet owners. Gila County will not be responsible for any non-payment by owners.

5. The Humane Society of Central Arizona shall submit an itemized monthly invoice, based on the rates listed above, for payment. All invoices submitted by the Contractor shall reference the County Purchase Order Number and be submitted to Gila County Accounts Payable, 1400 E. Ash Street, Globe, Arizona, 85501. All invoices will be paid within thirty (30) days from date of invoice, pending verification by Gila County staff.
6. The above listed terms shall be in effect from October 01, 2015, to September 30, 2016. The County shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

IN WITNESS WHEREOF, Service Agreement No. 072415 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: 9/15/15

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.



Signature

Chandra Cushman
Print Name

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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. 091115
MAJOR REHABILITATION PROJECT HH#10393
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 15th day of SEPTEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, 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 **Community Services 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 091115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 091115** 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 091115**, 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. **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”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 expires on June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This **Service Agreement No. 091115** is for a total flat fee of \$39,000.00 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 THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

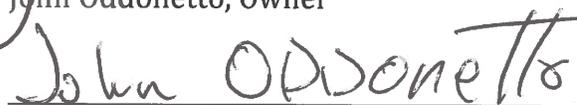
GILA COUNTY



Don E. McDaniel, Jr., County Manager

MOUNTAIN RETREAT BUILDERS



John Odonetto, Owner


Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



SCOPE OF WORK

Case Number: **10393**

Property Information:

BID DATE: 9-7-2015

CONTRACTOR INFORMATION:

Jurisdiction City of Globe
Census: 1

Name: M.R.B. LLC
Address: 745 East Semler St
Globe AZ
85501

Owner:

Voice: 928-606-4674
email: delmings@58@6thfl.com

BID TOTAL \$: 39,000⁰⁰

[Handwritten Signature]
Contractor Signature

**** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. ****

Contractor Bid

Case# 10393

Page# 2 of 4

Printed on: 8/19/2015 11:07:09 AM

LINE ITEMS - COMPLETE WRITE-UP**General Requirments**

1

\$ 0-**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$ 0-**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0-**performance**

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4

\$ 1,000⁰⁰**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Mechanical

5

\$ 7,500⁰⁰**Install 90% Gas Pack Complete w/Ductwork etc.**

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code. ****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% Gas Pack, 14 Seer A/C unit Roof Mounted with a manufactured curb (NO EXPOSED EL BOW) drop straight out of bottom of the unit thru curb into attic. ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. This item will be considered incomplete and not paid without sizing specifications.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuits with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

Contractor Bid

Case# 10393

Page# 3 of 4

Printed on: 6/19/2015 11:07:09 AM

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes
 Install the ductwork for best possible efficiency. Use a reduced plenum system if possible.
 size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

6

\$ 1,500⁰⁰

Replace Ductwork

Remove all old duct work complete and replace with new to code R-8 insulated flex where possible sealed medial with a least a nickel thick mastic on all seams. Include adjustable flush mounted registers on each run.

7

\$ 1,500⁰⁰

Completely Remove old heating and cooling

Completely remove old furnace and roof mounted cooler including duct system. make sure all old register hole are removed patched textured and painted to match existing walls and all insulation on any knee walls and any exterior walls must be installed pictured and reported to rehab specialist.

8

\$ 1,500⁰⁰

Remove All window A/C unit

Remove all window Air Conditioning Units Make all repairs to sub straight walls exterior and interior as well as replacing window if installed in window opening. finish all repairs to be unnoticeable insulating were needed.

Roof Repairs

9

\$ 9,500⁰⁰

Tear Off Existing Roof and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing including the area where the evap cooler was located.
 Replace all flashing at chimney and install 30# felt paper, Replace any and all vent boots with rubber metal boots. install new drip edge, new valley metal. install a 24-gauge Tee Panel design which must meet a solar reflectivity of 60 or better and a emissivity of 83 or higher install matching rain gutters on the new facias per lead inspection.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

-Roof Options: Price per sheathing replacement allowance, materials and labor: \$1.50 per sq. ft.

lead work

10

\$ 2,000⁰⁰

Replace Fascia (

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing. (contains some lead use lead safe practices.)

11

INCLASING with Metal Method

Contractor Bid

Case# 10393

Page# 4 of 4

Printed on: 8/19/2015 11:07:09 AM

Replace Soffit

\$ 2,500⁰⁰

Remove and dispose of existing soffit and replace with new materials to match existing. Use galvanized nails, caulk all seams and prime. (practice lead safe practices on replacing or installing new soffits and boxing Gable eves.)

INCRASING Soffit method to be used.

12

\$ 1,000⁰⁰

Encapsulate/Replace Porch Structure

Remove 2 existing porch post and replace with new post matching the existing lead positive post. Encapsulate the 20ft porch beam box with 1/4 plywood and caulk fill nail holes prime and paint. (practice lead safe work procedures.)

INCRASING Post + Beam method

13

\$ 750⁰⁰

Replace wall base trim on B & C sides

Remove all defective lead positive wood wall base trim materials that tested positive for lead per report and replace with new material to match existing; prime all sides prior to installation; nail with galvanized finish nails, caulk all seams, and paint to match existing.

INCRASING method to be used

Plumbing Repairs

14

\$ 3,250⁰⁰

Replace and Relocate Hot Water Heater

or New Dog house to match House construction

Remove and replace water heater and all evidence of water heater from kitchen and relocate in a manufactured dog house behind the house in back yard. install to meet all building plumbing codes of 2012 IPC make sure meets or exceeds Weatherization SWS specifications Draft, Temp, and PPM in flue and in cabinet.

Insulation

15

\$ 2,000⁰⁰

Blown Cellulose, Open Attic -(R-38)

Insulate attic. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging. Material used will meet and conform to ASTM C739-91 and ISS 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA Requirements. (Install soffit baffles as needed.) install insulation rulers as needed every 600 sq feet as well as certification label posted near all attic accesses. install a metal insulation dam near fire place flue as required. All work needs to meet or exceed Weatherization SWS Specifications.

Ceiling

16

\$ 1,500⁰⁰

Drywall Repairs

Replace the ceiling in the bathroom also make any and all wall repairs tape texture and paint to home owners preference.

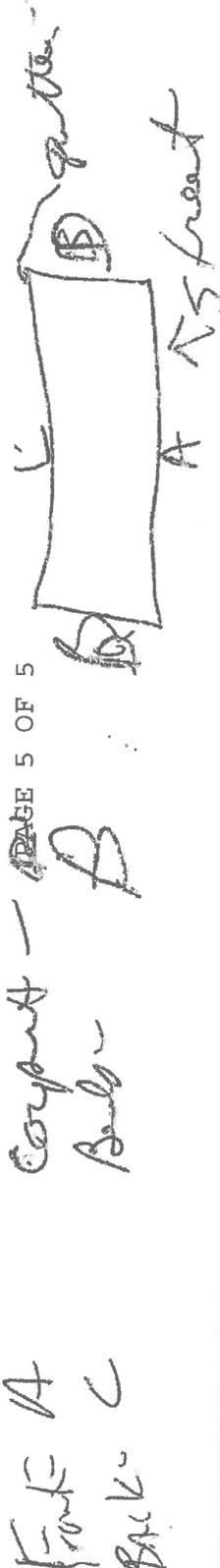
TAXES

\$ 3500⁰⁰

Job

Total Cost: \$

39,000⁰⁰



LEAD-BASED PAINT HAZARDS/RECOMMENDATIONS

Address: 843 1st Avenue, Globe, Arizona 85501

Sample	Room Equivalent	Site Tested	Component	Substrate	Color	Quantities (Including Sites) Per Area	Interim Control Options*	Abatement Method Options**	Recommended Hazard Control	Comments
33	01 Exterior	A	Fascia	Wood	White	50 Ln. Ft.	PFS	REP		
34	01 Exterior	A	Soffit	Wood	White	125 Sq. Ft.	PFS	ENC		
37	01 Exterior	A	Porch Post	Wood	White	2 Each	PFS	REP		
38	01 Exterior	A	Porch Beam	Wood	White	20 Ln. Ft.	PFS	ENC		
59	01 Exterior	C	Fascia	Wood	White	50 Ln. Ft.	PFS	REP		
61	01 Exterior	C	Soffit	Wood	White	125 Sq. Ft.	PFS	ENC		
62	01 Exterior	D	Gable Fascia	Wood	White	40 Ln. Ft.	PFS	REP		
63	01 Exterior	D	Gable Eaves	Wood	White	100 Sq. Ft.	PFS	ENC		
65	01 Exterior	B	Gable Fascia	Wood	White	40 Ln. Ft.	PFS	REP		
66	01 Exterior	B	Gable Eaves	Wood	White	100 Sq. Ft.	PFS	ENC		
67	01 Exterior	B	Wall Base Trim	Wood	White	30 Ln. Ft.	PFS	REP		
68	01 Exterior	C	Wall Base Trim	Wood	White	50 Ln. Ft.	PFS	REP		

*Paint Film Stabilization: Repairing any physical defect in the substrate of painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

**Friction & Impact Surface Treatments: Reassembling building components so that the lead paint does not physically degrade. Examples include wet planing, window frames down and installing track guides, installing rubber door stops so that a door does not strike against a jamb, and installing rubber mats on stair treads so that friction is reduced when walking on stairs.

Interior Dust Reduction: Remove the lead dust by following the EPA-recommended cleaning method of a HEPA vacuuming, followed by a wet wash, and followed with another HEPA vacuuming.

***Component Replacement: Removal of both the paint and its substrate and dispose of both. After removal, replace the component.

***Paint Removal: Separating the paint from the substrate either mechanically or chemically using EPA-approved methods.

***Component Enclosure: Mechanically installing a rigid, durable barrier, such as drywall aluminum siding, and sealing all edges and seams with caulk. Any lead dust or hazard is therefore "purged" under the enclosure. This works well for large surfaces like walls.

PTS = Paint Film Stabilization, ENC = Enclosure, REP = Replacement, FR = Friction/Impact Treatments, DC = Dust Clean Up, ENCP = Encapsulation

EXECUTIVE SUMMARY FORM

Contract Name: Axle Oscillation with hard parts for 816F Compactor – Equipment #H-15 Contract No.: Maricopa County Contract No. 15021 C

Statement of Purpose and Need (3-5 Sentences) Amend P.O. originally written for \$27,616.41 to replace the wheel tips on Caterpillar compactor H-15, to include additional case for a "worse-case scenario" to replace the bearings. This would be an ideal time to have the bearings replaced so we will not need to have to pay Empire to take everything apart again when the bearings fail.

Contract End Date: 09-16-15 to 06-30-16 Renewal Option: [] Yes [x] No

Maximum Dollar Limit: Increase original authorized amount of \$27,616.41 by \$10,757.35 to 12,977.97 cover a "worse case scenario" to remove a bearing and machine it.

Contract Information

Firm Name: Empire Southwest Contact Person: Bill Masters Address: 1725 S. County Club Drive Phone No: 480-633-4143 City: Mesa State: AZ Fax: Email: Bill.masters@empire-cat.com

Fund: Recycling & Landfill Mgmt/PW/Russell Gulch Landfill/Repair & Maint-Construction Equipment Type of Funds: [] Restricted [] Grant [] General Fund [] Other Fund Code: 6850.341.436.4300.30

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.) Purchasing Cooperative. By using the Maricopa County /S.A.V.E. contract with Empire Southwest, 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/S.A.V.E. Contract No. 15021C, for Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories approved this 15th day of SEPTEMBER, 2015.

GILA COUNTY MANAGER

Don E. McDaniel, Jr. [Signature] 9/15/15



SAFETY • RESPECT • INTEGRITY • TEAMWORK
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24788 A4
CLIENT ORDER	
CLIENT NUMBER	0427322
DATE	09/15/2015
AGMT/PSO/WO #	
EXPIRATION DATE	10/15/2015
REVISION TITLE	Oscillation

SOLD TO

GILA COUNTY GLOBE MAINT
 PARTS AND SERVICE ACCT 1400 E ASH ST
 GLOBE AZ 85501-1483

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	0BMR00528	H-15	7890	P039549
QUANTITY	ITEM	DESCRIPTION			

ALL TERMS AND CONDITIONS OF MARICOPA COUNTY
 CONTRACT NO. 15021-C APPLY

00 TRAVEL TO/FROM JOB SITE

LOCATION:
 GLOBE
 SPECIFIC DIRECTIONS:
 GILA COUNTY GLOBE MAINT.
 1400 E ASH STREET
 GLOBE,AZ 85501

TOTAL PARTS	0.00
TOTAL LABOR	862.50
TOTAL MISC	32.50
SEGMENT 00 TOTAL	895.00

30 REMOVE & INSTALL AXLE

REMOVE AND INSTALL REAR AXLE. BRING AXLE TO CRC TO
 REMOVE DIFF, DISASSEMBLE AND MACHINE OR REPLACE
 PINION HOUSING. THIS INCLUDES LABOR TO R&I AXLE
 ASSEMBLY AND REPLACE MOUNTING HARDWARE IF NEEDED

TOTAL PARTS	183.60
TOTAL LABOR	2300.00
TOTAL MISC	0.00
SEGMENT 30 TOTAL	2483.60

32 REPAIR DIFFERENTIAL

THIS INCLUDES PARTS AND LABOR TO DISASSEMBLE AND
 ASSEMBLE THE DIFFERENTIAL AND REPAIR OR REPLACE
 THE TRUNNION AND PINION HOUSING IF NEEDED. PARTS
 ESTIMATED REFLECT COST TO REPLACE BOTH THESE ITEMS
 AND BOTH TRUNNION SUPPORTS. IF SUPPORTS AND
 HOUSING CAN BE REPAIRED THE COST WOULD DECREASE.

TOTAL PARTS	7451.72
TOTAL LABOR	1533.00
TOTAL MISC	0.00
SEGMENT 32 TOTAL	8984.72

