

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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## **REGULAR MEETING - TUESDAY, JANUARY 23, 2018 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
2. **PRESENTATIONS:**
  - A. Recognition of Gila County employees who Presented  
have been employed for 5, 10, 15, 20, 25, 30,  
35 and 40 years as of 2017. **(Erica Raymond)**
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Order Adopted  
No. LL-17-06, a liquor license application  
submitted by Sally Lee Puskaric for a new  
Series 12 Restaurant License at the Gila Hogs  
BBQ and More located in Rye. **(Marian  
Sheppard)**
4. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve a Tabled  
Letter of Support for the application to  
the Bureau of Reclamation for grant funding  
by the University of Arizona Water Resources  
Research Center to assist with the formation of  
a watershed partnership in the Cobre Valley.  
**(Susanna Eden/Sandy Palmer)**

B. Information/Discussion/Action to adopt Resolution No. 18-01-01 in support of the Ray Land Exchange/Plan Amendment between American Smelting and Refining Company and the U.S. Bureau of Land Management. **(James Stewart)** Adopted

C. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No.121217 for the Phase 3 expansion of the Buckhead Mesa Landfill. **(Steve Sanders)** Authorized

D. Information/Discussion/Action to authorize the advertisement of Notice of Request for Proposals No. 120617 that will provide security at the Payson and Globe Courthouses. **(Steve Sanders)** Authorized

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 an Intergovernmental Agreement between the Gila County Recorder's Office and the Arizona Secretary of State (SOS) whereby the SOS agrees to pay for the services provided to the Recorder's Office by Election Services & Software, Inc. during fiscal year 2018. Approved

B. Approval of Modification No. 3 to Cooperative Law Enforcement Agreement No. 16-LE-11031200 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to add funding in the amount of \$74,800 for a performance Approved



period of January 1, 2018 through December 31, 2018.

- |    |  |              |
|----|--|--------------|
| C. | Approval of an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services on a fee for service basis which will allow the Gila County Health Department to continue to provide Immunization Program services for the period of January 1, 2018, through December 31, 2022. | Approved     |
| D. | Approval of an Intergovernmental Agreement between Gila County Health and Emergency Management and the Arizona Department of Economic Security for the Commodity Supplemental Foods Program for the period of October 1, 2017, through March 31, 2018.   | Approved     |
| E. | Acknowledgement of the letter of certification for the November 7, 2017 Special Election as submitted by the Hellsgate Fire District Governing Board.  | Acknowledged |
| F. | Approval of the January 9, 2018, Board of Supervisors' meeting minutes.  | Approved     |
| G. | Acknowledgment of the December 2017 monthly activity report submitted by the Globe Regional Justice of the Peace Court's Office.   | Acknowledged |
| H. | Acknowledgment of the December 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.   | Acknowledged |

- |    |  |                      |
|----|--|----------------------|
| I. | Acknowledgment of the December 2017 monthly activity report submitted by the Recorder's Office.  | Acknowledged         |
| J. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of December 04, 2017, through December 08, 2017; and December 11, 2017 through December 15, 2017.   | Acknowledged         |
| 6. | <b>CALL TO THE PUBLIC:</b> Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. | Comments<br>Provided |
| 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 information presented.   | Comments<br>Provided |
| 8. | <b>EXECUTIVE SESSION ITEMS:</b>  |                      |

- A. Information/Discussion/Action: Vote to go into Directed executive session pursuant to A.R.S. § Attorney 38-431.03(A)(3)-(4) to discuss and consult with the attorneys for the Board of Supervisors regarding Ray Stephens and Julie La Magna, owners and operators of Trident Winery, consider its position, and receive legal advice from and instruct its attorneys regarding the public body's position in the matter, and after the regular meeting has been reconvened, move to direct its attorneys to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

9. **WORK SESSION ITEMS:**

- A. Information/Discussion regarding summer Presented youth employment/on-the-job training within Gila County and potential partnerships outside the County, as well as program costs, capacity, enrollment processes and worker qualification, costs and liabilities, etc. **(James Menlove)**

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-4665**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

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Information

Request/Subject

2017 Gila County Employee Service Awards Presentation.

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, 35 and 40 years as of 2017. **(Erica Raymond)**

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Attachments

2017 Gila County Service Awards

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# 2017 Gila County Service Awards

5 Years		10 Years		15 Years		25 Years	
Anthony, Angela T	Community Ser.	Aguirre, Debra L	Assessor	Bennett, Forrest B	Computer Services	Chambers, Bryan B	Superior Court Div 1
Burgener, Brandon	Sheriff	Allinson, Misty	County Attorney	Bennett, Janie L	County Attorney	DeSchaaf, Tina L	Payson Justice Court
Cates, Celena	Health & Emer. Ser.	Benedetto, Malinda	Health & Emer. Ser.	Brooks, Claudia	Public Works	Eylicio, Gabriel E	Community Ser.
Chacon, Mark	Public Works	Boyer, Shannon S	Public Works	Cox, P. Denise	Treasurer		
Dean, Amber	County Attorney	Campbell, Robert G II	Sheriff	Daly, Michelle F	Sheriff	30 Years	
Enfield-Goss, Ashlie	Sheriff	Canizales, Kathy D	Sheriff	Dodd, Virgilio	Sheriff	Franquero, David	Law Library
Gonzales, Cynthia	Public Works	Dalton, Jefferson R	County Attorney	Garrett, John C	Community Dev.	Little, Dorothy A	Payson Justice Court
Heath, Christopher L	Public Works	Escobedo, Ronald A	Sheriff	Hamm, Andrea M	Payson Justice Court		
Jerome, Samantha	Health & Emer. Ser.	Guerena, Mark	Public Works	Hobson, Richard	Sheriff	35 Years	
Johnson, Pamela A	Probation	Havey, Matthew T	Sheriff	Holmes, Johnny H	Sheriff	Licano, Belinda	Sheriff
Jones, Stewart W	Public Works	Kimes, Jennifer A	Clerk of Sup. Court	Newman, William	Sheriff	Taylor, Richard	Globe Constable
Kumparak, Andressa	Sheriff	Little, Geoff	Public Works	Price, Misty	County Attorney		
Lewis, Rita	Globe Justice Court	McKeen, Danny	Superior Court	Short, Laura J	Public Fiduciary	40 Years	
Luhm, David W	Computer Services	Mariscal, Eric A	Elections	Sluyter, Cheryl L	BOS	Root, John J	Public Works
Rice, Danny J JR	Sheriff	Martinez, Sylvia A	Finance				
Roberts, Shane	Clerk of Sup. Court	Pena, Christopher C	Sheriff	20 Years			
Robles, Amanda	Community Ser.	Pontel, Susan A	Assessor	Bolinger, Jesse E	Globe Justice Court		
Shaw, Stephen J	County Attorney	Puskaric, Anthony S	Health & Emer. Ser.	Canez, Esther E	Clerk of Sup. Court		
Stone, Tracy	County Attorney	Raymond, Erica R	Human Resources	Coons, Shannon E	Public Works		
Tanner, Carol	Health & Emer. Ser.	Sanchez, Johnny G	Sheriff	DeAnda, Vicki J	Finance		
Tapia-Blair, Debra J	County Attorney	Scales, Gary	Superior Court	Doss, Ken H	Public Works		
Toumberlin, Russell	Sheriff	Warden, Amber T	Finance	Farnham, Glen S	Public Works		
Valenzuela, Gabriel	Sheriff	Warden, Mark A	Public Works	Hickman, Robert	Public Works		
Weaver, Nicole L	Finance			Hillery, Nyra	Public Works		
White, Barbra A	Health & Emer. Ser.			Sheppard, Marian	BOS		



**ARF-4694**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Gila County Order No. LL-17-06 Liquor License Application.

Background Information

Sally Lee Puskaric has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 Restaurant License at the Gila Hogs BBQ and More located in Rye. Part of the statutory process is once the DLLC accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's, which in Gila County is the Board of Supervisors' (Board), review of the application, a recommendation is then issued to the DLLC to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

The DLLC has forwarded the application to the Clerk of the Board. An internal review has been conducted by the Planning and Zoning Department, Health Department, and Treasurer's Office. The departments and elected office have confirmed that there are no pending issues relevant to their area of responsibility.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public relating to this application before the Board takes an action to issue a recommendation to the DLLC.

### Recommendation

The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC.

### Suggested Motion

Information/Discussion/Action to adopt Order No. LL-17-06, a liquor license application submitted by Sally Lee Puskaric for a new Series 12 Restaurant License at the Gila Hogs BBQ and More located in Rye.

**(Marian Sheppard)**

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### Attachments

Gila Hogs - Application

Gila Hogs - Recommendation

Gila Hogs - Affidavit

Gila Hogs - Development Memo

Gila Hogs - Health Memo

Gila Hogs - Treasurer Memo

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Received 12/4/17  
LH-17-06 Series 12  
Restaurant



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**DLLC USE ONLY**

License #	12043106
Date Accepted:	11-30-17
CSR:	D

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

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1 Type of License**

- ☐ Interim Permit
- ☐ New License
- ☐ Person Transfer
- ☐ Location Transfer (series 6, 7 and 9)
- ☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
- ☐ Seasonal

**SECTION 2 Type of Ownership**

- ☐ J.T.W.R.O.S.
- ☐ Individual
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Co
- ☐ Club
- ☐ Government
- ☐ Trust
- ☐ Tribe
- ☐ Other (Explain) \_\_\_\_\_

**SECTION 3 Type of license**

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01 (G), (H), (I) & (L)
- ☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): \_\_\_\_\_ 2. LICENSE # (if issued): 12043106

**SECTION 4 Applicants**

1. Agent's Name: \_\_\_\_\_ Puskaric Shelly Lee  
Last First Middle
2. Applicant/Licensee Name: \_\_\_\_\_  
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Gila Hogs BBQ and More
4. Business Location Address: \_\_\_\_\_  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: \_\_\_\_\_  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: \_\_\_\_\_ Daytime Contact Phone: \_\_\_\_\_
7. Email Address: \_\_\_\_\_
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☐ No  
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? \_\_\_\_\_

Fees:	\$100.00	_____	Department Use Only	\$50.00	\$66.00	\$216.00
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees	
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

AMENDMENT





Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

## DLLC USE ONLY

License #	12043106
Date Accepted:	11-30-17
CSR:	<i>[Signature]</i>

Application for Liquor License  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

## SECTION 1 Type of License

- ☐ Interim Permit  
☒ New License  
☐ Person Transfer  
☐ Location Transfer (series 6, 7 and 9)  
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)  
☐ Seasonal

## SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.  
☐ Individual  
☐ Partnership  
☐ Corporation  
☒ Limited Liability Co  
☐ Club  
☐ Government  
☐ Trust  
☐ Tribe  
☐ Other (Explain) \_\_\_\_\_

## SECTION 3 Type of license

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01 (G), (H), (I) & (L)  
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Restaurant Series 12 2. LICENSE # (if issued): 12043106

## SECTION 4 Applicants

1. Agent's Name: Puskaric, Sally, Lee  
Last First Middle
2. Applicant/Licensee Name: Gila Hogs BBQ and More LLC B1060023  
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Gila Hogs BBQ and More
4. Business Location Address: 16697 North Hwy 87 Payson AZ 85541 Gila  
(Do not use PO Box) Street City State Zip Code County B1060024
5. Mailing Address: 2067 North Gibson Peak Payson AZ 85541  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928-970-2831 Daytime Contact Phone: 928 970 2831
7. Email Address: Pinkncamox5@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No  
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Gila County

Fees: <u>\$100.00</u>	<u>—</u>	Department Use Only <u>\$50.00</u>	<u>\$66.00</u>	<u>\$216.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION 5 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 07-11-2017 State where Incorporated/Organized: Arizonab) AZ Corporation or AZ L.L.C. File No: L22018510 Date authorized to do business in AZ 7-13-2017

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	<del>SSN</del> Title	%Owned	Mailing Address	City	State	Zip
Puskaric	Anthony	Scott	<del>Agent</del> stockholder	33	2067 North Gibson Peak Payson	az	85541	
Puskaric	Sally	Lee	Member	34	2067 North Gibson Peak Payson	az	85541	
Patterson	Gary	Lee	Member	33	703 East Frontier Payson	AZ	85541	

(Attach additional sheet if necessary)

**SECTION 6 Interim Permit**

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: \_\_\_\_\_

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

I, (Signature) \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

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

State of Arizona )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ Day of \_\_\_\_\_ Month, 20\_\_\_\_ Year before me personally appeared \_\_\_\_\_ (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

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

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

License Number: \_\_\_\_\_

**ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.**

**SECTION 8 Government (for Cities, Towns or Counties only)**

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

2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

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

**SECTION 9** ☐ Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: \_\_\_\_\_

2. Current Agent Name: \_\_\_\_\_  
Last First Middle

3. Current Licensee Name: \_\_\_\_\_  
(Exactly as it appears on the license)

4. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on the license)

5. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☐ No

7. I authorize the transfer of this license to the applicant: \_\_\_\_\_  
Signature or Agent or Individual controlling person

**NOTARY**

State of Arizona )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

**A.R.S. §4-207.** (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

**The above paragraph DOES NOT apply to:**

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

-Section 10 continued -

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_
2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_

**SECTION 11 Business Financials A.R.S.§4-202(F)**

1. I am the:

- ☒ Tenant: a person who holds the lease of a property; a lessee.  
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.  
☐ Owner  
☐ Purchaser  
☐ Management Company

2. If the premises is leased give lessors: Name: Greg Peters  
Address: 13623 N Bonita Drive Fountain Hills az 85268  
Street City State Zip
3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: \_\_\_\_\_
4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?  
☐ Yes ☒ No If yes, attach explanation.
6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  
☐ Yes ☒ No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

- ☐ Walk-up or drive-through windows

Patio: ☒ Contiguous ☐ Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
☒ Yes ☐ No If yes, what is your estimated completion date? 01/31/2018

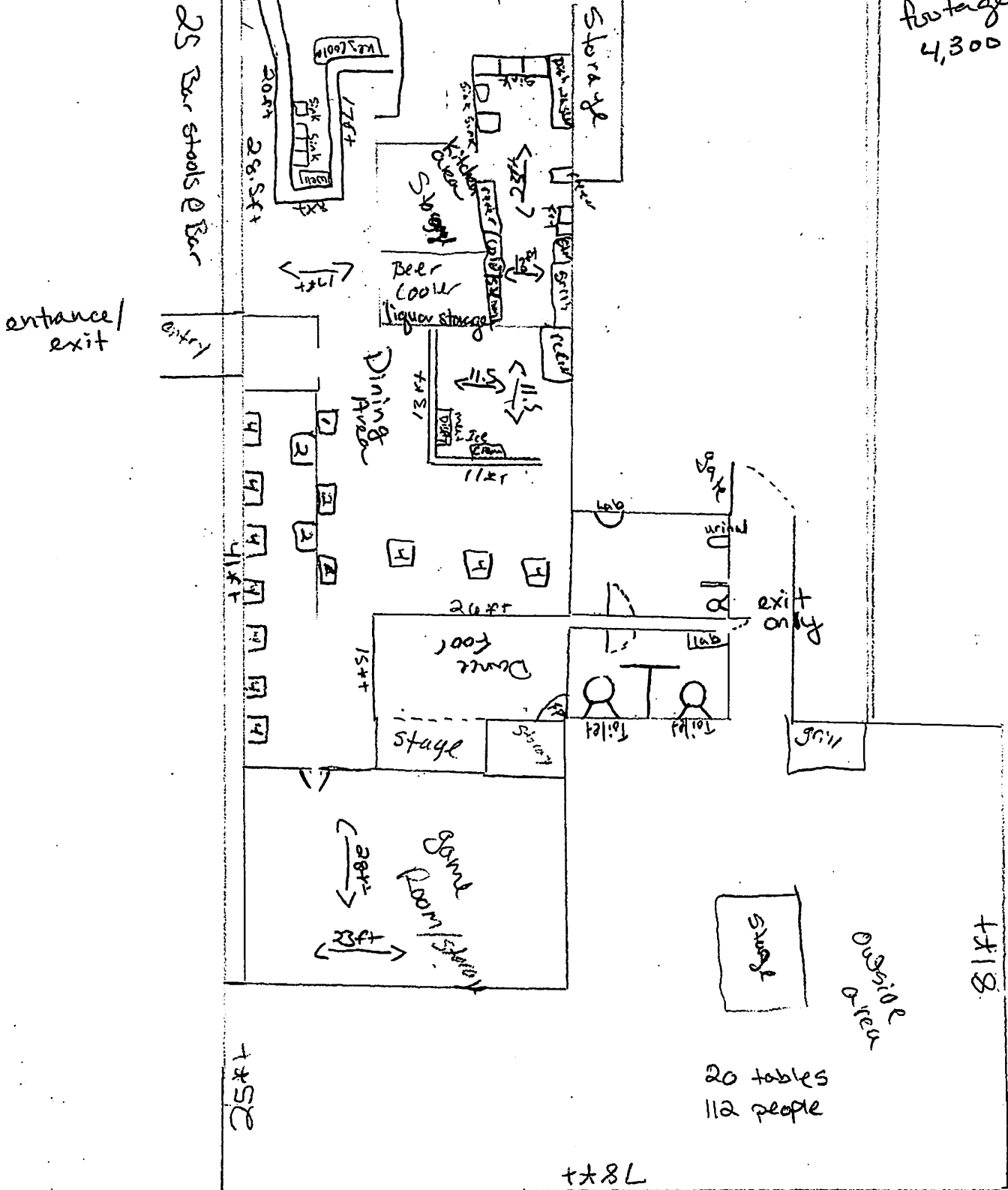
Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

North

17 NOV 30 Liq. Dept PM 2 50

employee/delivery  
entrance & exit

total  
square  
footage  
4,300



20 tables  
112 people

Outside  
Dance

-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

Sep  
Applicants Initials

**RESTAURANTS AND HOTELS/MOTELS ONLY**

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

**SECTION 13 SIGNATURE BLOCK**

I, (Signature) Sally Lee Puskarić, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

**NOTARY**

State of Arizona )

County of Gila )

On this 28th Day of Nov, 20 17 before me personally appeared Sally Lee Puskarić  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

M. Hefflin  
Signature of NOTARY PUBLIC

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

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

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

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

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





Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

Local Governing Body Recommendation  
A.R.S. § 4-201(C)

1. City or Town of: N/A Liquor License Application #: 12043106  
(Circle one) (Arizona application #)
2. County of: Gila City/Town/County #: LL-17-06
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
N/A N/A  
(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Gila County Board of Supervisors at a Regular meeting held on the 23rd of December, 2018 considered the application of Gila Hogs BBQ and More - Shelly Lee Puskaric  
(Governing body) (Regular or special) (Day) (Month) (Year) (Name of applicant)
- for a license to sell spirituous liquor at the premises described in application 12043106,  
(Arizona liquor license application #)
- for the license series #: type 12 Restaurant as provided by A.R.S §4-201.  
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Shelly Lee Puskaric  
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for \_\_\_\_\_  
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Location) (Day) (Month) (Year)

\_\_\_\_\_  
(Printed name of city, town or county clerk)

\_\_\_\_\_  
(Signature of city, town or county clerk)



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 12-14-17 Date of Posting Removal: 1-4-18

Applicant's Name: Puskaric Shelly Lee  
Last First Middle

Business Address: 16697 North Highway 87 Payson 85541  
Street City Zip

License #: 12043106

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

J. Adam Shepherd Sheriff 928-425-4449  
Print Name of City/County Official Title Phone Number  
[Signature] 1-4-18  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.  
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

GC50

14:17 DEC 05 2017





## INTEROFFICE MEMORANDUM

**DATE:** 12/4/17

**TO:** Scott Buzan, Community Development, Director  
Community Development Division

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Gila Hogs BBQ and More; Series 12

---

A public hearing will be held by the Board of Supervisors on January 23, 2018 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by no later than January 2, 2018.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. \_\_\_\_\_

*NO ISSUES*

Signed: \_\_\_\_\_

*[Signature]* 1-19-18



## INTEROFFICE MEMORANDUM

**DATE:** 12/4/17

**TO:** Michael O'Driscoll  
Health and Emergency Management Division Director

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Gila Hogs BBQ and More; Series 12

---

A public hearing will be held by the Board of Supervisors on January 23, 2018 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later than* January 2, 2018.

Indicate whether the applicant has any pending issues with regard to your department, such as health permits, etc.

*No objection to favorable action on this liquor license*

Signed: \_\_\_\_\_

*Michael O'Driscoll*



## INTEROFFICE MEMORANDUM

**DATE:** 12/4/17

**TO:** Debi Savage, Treasurer

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application for Gila Hogs BBQ and More; Series 12

---

A public hearing will be held by the Board of Supervisors on January 23, 2018 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later than* January 2, 2018.

Indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any.

---

\_Parcel 304-32-001Q and 302-34-001R ½ half of 2017 taxes have been paid as of 10-31-17.

By TEG Property Development LLC (new owners as of 09-06-2017)

2/2 Due March 1, 2018 Delinquent May 1, 2018

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Signed: \_\_\_\_\_Martha Gonzales, CDTGC\_\_\_\_\_

**ARF-4709**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: James Menlove, County Manager

Submitted By: Janice Cook, Executive Administrative Assistant

Department: County Manager

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Information

Request/Subject

Letter of Support for application to Bureau of Reclamation for grant funding to assist with formation of a watershed partnership in Cobre Valley.

Background Information

On October 10, 2017, Susanna Eden, PhD, Assistant Director Water Resources Research Center (WRRC), University of Arizona (UofA), and Ashley Hullinger, Research Coordinator for the Water RAPIDS (Research and Planning Innovations for Dryland Systems) program at the WRRC, provided a presentation of information by the University of Arizona Water Resources Research Center regarding the Needs Assessment and Recommendations for Water Resources Management in Cobre Valley project.

On November 15, 2017, Ms. Eden and Ms. Hullinger met with Supervisor Tim Humphrey to continue the discussion of October 10th. Supervisor Humphrey suggested having another presentation before the Board of Supervisors to discuss formation of a watershed partnership for Cobre Valley. Ms. Eden and Ms. Hullinger made the formal presentation to the Board of Supervisors on December 19, 2017, which included information regarding a grant funding opportunity through the Bureau of Reclamation.

Ms. Eden and Ms. Hullinger are now requesting a Letter of Support for their application to the Bureau of Reclamation for grant funding which is due January 31, 2018.

Evaluation

A watershed partnership will be beneficial to the management of critical water resources in local communities and will support a healthy watershed, contributing to the overall resilience of the region.

A watershed partnership in Cobre Valley will provide opportunities for needed collaboration and actionable steps forward to enhance the well-being of the community and protect the health of the watershed for the benefit natural areas and water users. Diverse interest groups and community members bring diverse knowledge, expertise, and perspective to the resolution of watershed-wide issues. Working together provides an excellent opportunity to generate a common understanding and the shared knowledge required for holistic watershed management, which can address vulnerability and resilience of natural resources and human water uses. Such an understanding is critical to effectively guide watershed management.

A partnership of the various non-profit organizations, local governments, state and federal agencies, industrial leaders, and community members will facilitate watershed-scale conservation and sustainable water management. Engaging stakeholders in exploring water management solutions increases their commitment to achieving shared goals. A neutral forum for discussion of shared concerns will improve trust and reduce potential conflict among the participants. We see the establishment of a watershed partnership as an important step toward regional cooperation. For example, on-going efforts to promote creation of creek-side trails could be coordinated through a partnership.

### Conclusion

The Cobre Valley is in need of a group that brings all interests together and operates on a watershed-wide basis. In cooperation with local stakeholders, the proposed watershed partnership will create a tangible benefit for the area encompassed in the Cobre Valley.

### Recommendation

Staff recommends approval of the proposed Letter of Support to the Bureau of Reclamation for grant funding to assist in the formation of a watershed partnership in Cobre Valley.

### Suggested Motion

Information/Discussion/Action to approve a Letter of Support for the application to the Bureau of Reclamation for grant funding by the University of Arizona Water Resources Research Center to assist with the formation of a watershed partnership in the Cobre Valley. **(Susanna Eden/Sandy Palmer)**

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Attachments

Letter of Support-CV Watershed

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**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Tim R. Humphrey, District II**  
(928) 402-8753  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**W. James Menlove**  
**County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

January 23, 2018

Bureau of Reclamation  
Financial Assistance Support Section  
Attn: Mr. Darren Olson  
Mail Code: 84-27814  
P.O. Box 25007  
Denver, CO 80225

Dear Mr. Olson:

The Gila County Board of Supervisors is pleased to provide this letter of support for the establishment of a watershed partnership in Cobre Valley, Arizona. A watershed partnership will be beneficial to the management of critical water resources in local communities and will support a healthy watershed, contributing to the overall resilience of the region.

A watershed partnership in Cobre Valley will provide opportunities for needed collaboration and actionable steps forward to enhance the well-being of the community and protect the health of the watershed for the benefit natural areas and water users. Diverse interest groups and community members bring diverse knowledge, expertise, and perspective to the resolution of watershed-wide issues. Working together provides an excellent opportunity to generate a common understanding and the shared knowledge required for holistic watershed management, which can address vulnerability and resilience of natural resources and human water uses. Such an understanding is critical to effectively guide watershed management.

A partnership of the various non-profit organizations, local governments, state and federal agencies, industrial leaders, and community members will facilitate watershed-scale conservation and sustainable water management. Engaging stakeholders in exploring water management solutions increases their commitment to achieving shared goals. A neutral forum for discussion of shared concerns will improve trust and reduce potential conflict among the participants. We see the establishment of a watershed partnership as an important step toward regional cooperation. For example, on-going efforts to promote creation of creek-side trails could be coordinated through a partnership.

The members of the Gila County Board of Supervisors look forward to working closely with community partners to ensure the success of a watershed partnership in Cobre Valley. This area is

*Mr. Darren Olson*  
*Bureau of Reclamation*  
*1/23/18*  
*Page 2 of 2*

in need of a group that brings all interests together and operates on a watershed-wide basis. In cooperation with local stakeholders, the proposed watershed partnership will create a tangible benefit for our region of Arizona. We are enthusiastic about the work and support the creation of a watershed partnership.

Sincerely,

Tommie C. Martin, Chairman  
Gila County Board of Supervisors



**ARF-4710**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: James Menlove, County Manager

Submitted By: Janice Cook, Executive Administrative Assistant

Department: County Manager

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Information

Request/Subject

Resolution in Support of the American Smelting and Refining Company (ASARCO)/Bureau of Land Management (BLM) Ray Land Exchange.

Background Information

On November 17, 2017, the BLM began a 90-day public comment period to solicit feedback on the Draft Supplemental Environmental Impact Statement (EIS) for the Ray Land Exchange/Plan Amendment. Under the terms of the Ray Land Exchange, Arizona-based ASARCO will give 18 parcels (7,304 acres) of environmentally sensitive land in Mohave County and Pinal County to the public in exchange for 28 parcels (10,976 acres) of BLM-managed land around the Ray Mine (near Kearny) and Hayden operations.

Evaluation

ASARCO's Ray Mine and Hayden Operations creates quality American jobs and helps Arizona secure long-term economic development by employing 1,114 Arizonans with wages/benefits totaling \$88.5M annually; generating \$207M annually in purchased services and supplies; and, generating \$10.7M annually in tax revenue which supports education, healthcare and transportation in Arizona.

Conclusion

The Ray Land Exchange will have two important results:

- It will strengthen the Ray Mine and Hayden Operations and extend the life of the combined operations, as well as create 200 new direct jobs, 520 indirect jobs and 150 temporary construction jobs.
- The BLM will be able to consolidate management of its various holdings that have value to their public for their biological, environmental, and recreational purposes.

### Recommendation

Staff recommends adoption of Resolution No. 18-01-01 supporting the Ray Land Exchange.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 18-01-01 in support of the Ray Land Exchange/Plan Amendment between American Smelting and Refining Company and the U.S. Bureau of Land Management. **(James Stewart)**

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### Attachments

Resolution No. 18-01-01

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## **RESOLUTION NO. 18-01-01**

### **A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS SUPPORTING THE RAY LAND EXCHANGE/PLAN AMENDMENT BETWEEN AMERICAN SMELTING & REFINING COMPANY AND THE UNITED STATES BUREAU OF LAND MANAGEMENT.**

**WHEREAS**, mining in Arizona creates quality American jobs and helps the State of Arizona secure long-term economic development; and,

**WHEREAS**, Arizona produces more than 60% of the nation's and more than 10% of the world's copper production; and,

**WHEREAS**, the Ray Mine and Hayden operations employ 1,114 Arizonans with wages/benefits totaling \$88.5 million annually; and,

**WHEREAS**, the Ray Mine and Hayden operations generate \$207 million in annual spending on materials; and,

**WHEREAS**, the Ray Mine and Hayden operations generate \$10.7 million annually in tax revenue which helps fund Arizona education, healthcare and transportation; and,

**WHEREAS**, the U.S. Bureau of Land Management began a 90-day comment period on November 17, 2017 to solicit feedback on the Draft Supplemental Environmental Impact Statement (EIS) for the Ray Land Exchange/Plan Amendment; and,

**WHEREAS**, Under the terms of the Ray Land Exchange, Arizona-based Asarco will give 18 parcels (7,304 acres) of environmentally sensitive land in Mohave County and Pinal County to the public in exchange for 28 parcels (10,976 acres) of BLM-managed land around the Ray Mine (near Kearny) and Hayden operations; and,

**WHEREAS**, the Ray Land Exchange will strengthen the Ray Mine and Hayden operations and extend the life of the combined operations which serves as a major economic engine for the region and the State; and,

**WHEREAS**, the Ray Land Exchange is projected to create 200 new direct jobs, 520 indirect jobs and 150 temporary construction jobs; and,

**WHEREAS**, the BLM will be able to consolidate management of its various inholdings that have value to the public for their biological, environmental and recreational resources.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors declares its support for the Ray Land Exchange/Plan Amendment.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of January, 2018, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

---

Marian Sheppard, Clerk of the Board

---

Tommie C. Martin, Chairman

Approved as to form:

---

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**ARF-4662**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2017-2018

Budgeted?: Yes

Contract Dates 12 Months from Award Grant?: No

Begin & End: Date

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request to advertise Invitation for Bids (IFB) No. 121217 for the Phase 3 Expansion of the Buckhead Mesa Landfill.

Background Information

An expansion has been planned and approved by the Arizona Department of Environmental Quality (ADEQ) Solid Waste Division for the Buckhead Mesa Landfill. Gila County did not want to expand until the current area of the landfill nears capacity. The landfill is expected to reach capacity in the Summer of 2018. That makes it necessary to begin construction of the Phase 3 expansion of the landfill. This is the final expansion of the landfill. Once the expansion is completed it should add five to seven years of life to the landfill. When this expansion reaches capacity, the landfill will be permanently closed.

Evaluation

To continue to provide a municipal solid waste landfill to the residents of the northern part of the County, Phase 3 expansion of the Buckhead Mesa Landfill needs to be completed by the middle of 2018. This expansion has been approved by ADEQ and funds have been budgeted by the Recycling and Landfill Management Department.

Conclusion

Approving this request to advertise is the first step in ensuring the Recycling and Landfill Management Department will continue to provide a municipal solid waste landfill to the residents in the northern part of the County.

Recommendation

It is the recommendation of the Public Works Division Director and Recycling and Landfill Department Manager that the Board of Supervisors authorize the advertisement of IFB No. 121217 for the Phase 3 Expansion of the Buckhead Mesa Landfill.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No.121217 for the Phase 3 expansion of the Buckhead Mesa Landfill. **(Steve Sanders)**

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Attachments

Req to Advertise

IFB 121717 with ATWELL GC contract

Exhibit B - BHMLF Plans and Specs 11 28 17

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## GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR		REQUEST NUMBER	
Bids	Check one Proposals		
Qualifications		(For Procurement Use Only)	
<b>I. DESCRIPTION:</b> List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.			
FUNDING		PROJECTS:	
Fund	Dept No.	Program	Location
6856	341	430	
Estimated Cost \$400,000.00		Account	4530.53
<b>INTENT</b> It is the intent of this solicitation to establish a contract with a contractor to expand the Buckhead Mesa Landfill.			
Signed: [Signature]		Date 1/8/18	
Elected Official or Department Head			
<b>II. DEPARTMENTAL INFORMATION ONLY:</b> Action Dates			
DATE	Department Receipt	Placed on Agenda	
	Presented to Board	Approved to Call	
	Delivered to Paper	Paper Name	Arizona Silver Belt
	Advertised From	To	
	Closing Date	Bid Award Date	
	Awarded To	Pre-Bid Meeting Date	
	1/8/2018	1/8/2018	
	1/23/2018	1/23/2018	
	1/25/2018		
	1/31/2018		
	4/11/2018		
<b>III. OTHER APPROVAL:</b> Only as necessary			
Department Name:			
Department Head Signature		Date	
Department Name:			
Department Head Signature		Date	
<b>IV. APPROVED</b>			
Finance Director Signature		Date	

**GILA COUNTY  
REQUEST FOR INVITATION FOR BIDS  
BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION  
BID CALL 121217**

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



**\*BOARD OF SUPERVISORS\***  
Tommie C. Martin, Chairman  
Timothy Humphrey, Vice Chairman  
Woody Cline, Member

**\*COUNTY MANAGER\***  
James Menlove

**\*PUBLIC WORKS DIRECTOR\***  
Steve Sanders





**INVITATION FOR BIDS  
BID CALL NO. 121217**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Wednesday April 11, 2018** for the **Buckhead Mesa Phase 3 Landfill Construction Bid No. 121217, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

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

Plans, Specifications and Contract documents are available and may be obtained electronically from Betty Hurst via email [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or pick up at 1350 E. Monroe Street, Globe, AZ, 85501 and Shirley's Plan Service at 425 S. Plummer Ave., Tucson, AZ 85719 or Dodge Plan Service at 2226 W. Northern Ave. Suite C-120, Phoenix, AZ 85021.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION, ARIZONA BID CALL NO. 121217"**. All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

A mandatory site visit will take place on **February 15, 2018 at 10:00 a.m.** Arizona time at the Buckhead Mesa Landfill, located approximately ten miles north of Payson, AZ off SR87. Failure to attend a scheduled site visit will render the Bidder as non-responsive.

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

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

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **January 31, 2018 and February 7, 2018**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Tommie C. Martin, Chairman of the Board of Supervisors**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney**

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## NOTIFICATION TO BIDDERS

### BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and 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 the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:
  - Proposal
  - Bid Schedule
  - Surety (Bid) Bond
  - Qualification & Certification Form
  - Reference List
  - Affidavit of Non-Collusion
  - Subcontracting Certification
  - Contract
  - Check List & Addenda Acknowledgment
  - IRS W-9 Form
  - Excavation Plan
  - Letter of Certification

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

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 121217 -Buckhead Mesa Phase 3 Landfill Construction**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday April 11, 2018, 4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1350 East Monroe, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Wednesday April 11, 2018. Bids will be opened at 4:00 P.M., Wednesday April 11, 2018.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.
5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained electronically by emailing [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or picking up at the addresses shown below.

Gila County Procurement, 1350 E. Monroe St., Globe, AZ 85501  
Shirley's Plan Service, 425 S. Plummer Ave., Tucson, AZ 85719  
Dodge Plan Service, 2226 W. Northern Ave., STE C-120, Phoenix, AZ 85021

6. **Arizona Contractor's License** - Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” bid results will be available, when requested, once the bids have been opened, however, 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.”
8. **Request for Clarifications**  
Requests for clarification shall be made to Betty Hurst, Contracts Administrator at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Friday April 4, 2018. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday April 9, 2018.



**\*Contract Forms are a binding part of  
Bid Documents and Awarded Contract\***

#### **CONTRACT FORMS**

<b>Proposal</b>	<b>P-1 to P-3</b>
<b>Bid Schedule</b>	<b>BS-1 to BS-2</b>
<b>Bid Bond</b>	<b>BB-1</b>
<b>Qualification &amp; Certification</b>	<b>QC-1 to QC-2</b>
<b>Reference List</b>	<b>RL-1</b>
<b>Affidavit of Non-Collusion</b>	<b>ANC-1</b>
<b>Subcontractor Certification</b>	<b>SC-1</b>
<b>Checklist &amp; Addenda Acknowledgment</b>	<b>CK-1</b>
<b>Contract</b>	<b>C-1 to C-7</b>
<b>Contract Performance Bond</b>	<b>CPB-1</b>
<b>Labor and Materials Bond</b>	<b>LMB-1</b>
<b>Contract Performance Warranty</b>	<b>CPW-1</b>
<b>IRS W-9 Form</b>	<b>W-9</b>
<b>Excavation Plan</b>	
<b>Letter of Certification</b>	

**Invitation for Bids No. 121217**

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**PROPOSAL (P-1 to P-3)**

**TO THE GILA COUNTY PUBLIC WORKS DIVISION:**

The following Proposal is made for **Bid No. 121217 Buckhead Mesa Phase 3 Landfill Construction**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

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and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

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## Invitation for Bids No. 121217

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P-2 Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**If by a Corporation:**

**(SEAL)**

**Corporate Name:** \_\_\_\_\_

**Corporate Address:** \_\_\_\_\_

**Incorporated under the laws of the State of:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Invitation for Bids No. 121217**

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P-3 Proposal continued...

**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:** \_\_\_\_\_



**Invitation for Bids No. 121217**

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**BID SCHEDULE (BS-1 to BS-3)**

**BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION  
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

**Firm Name:** \_\_\_\_\_

**TOTAL CONTRACT PRICE, for the sum of \$** \_\_\_\_\_

**WRITTEN TOTAL CONTRACT PRICE**

\_\_\_\_\_ **Dollars**

**and** \_\_\_\_\_ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 and BS-3 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

## Invitation for Bids No. 121217

### BID SCHEDULE

Unit prices shall include all labor and materials (including all applicable taxes and fees) necessary for a complete and secure final product unless otherwise noted on the Drawings or in these Specifications. Quantities listed for bid schedule items may be either increased, decreased, or deleted at the unit prices shown.

#### BASE BID SCHEDULE:

NO.	WORK ITEM	UNITS	UNIT PRICE	NUMBER UNITS	TOTAL PRICE
<b>PHASE 3 LANDFILL</b>					
1.	Mobilization/demobilization and all Miscellaneous items not included in Bid Schedule (the amount of this item shall not exceed three (3) percent of the total base bid) (lump sum)	LS	\$ _____	x _____	\$ _____
2.	Foundation Subgrade excavation, soil segregation, stockpiling, backfill, sediment control, access road construction, temporary surface water control features. (Approx. 5,580 cubic yards cut)	CY	\$ _____	x <u>5,580</u>	\$ _____
	(Approx. 830 cubic yards fill)	CY	\$ _____	x <u>830</u>	\$ _____
3	Prepared Subgrade haulage, moisture conditioning, placement, compaction, and trim operations (approximately 7,705 square yards)	SY	\$ _____	x <u>7,705</u>	\$ _____
4.	Geosynthetic Clay Liner (GCL) procure and install (approximately 69,350 square feet)	SF	\$ _____	x <u>69,345</u>	\$ _____
5.	HDPE liner procure and install (approximately 69,350 feet)	SF	\$ _____	x <u>69,345</u>	\$ _____

NO.	WORK ITEM	UNITS	UNIT PRICE	NUMBER UNITS	TOTAL PRICE
7.	Expose Phase 2A and 2B Liner Terminations	LF	_____	x <u>820</u>	\$ _____
8.	Protective soil place and grade (Approximately 2,380 cubic yards)	CY	_____	x <u>2,380</u>	\$ _____
Total Phase 3 Landfill Base Bid Price -----					\$ _____

NO.	WORK ITEM	UNITS	UNIT PRICE	NUMBER UNITS	TOTAL PRICE
<b>SURFACE WATER CONTROL FEATURES</b>					
9.	Permanent Surface Water Drainage Channels excavation, backfill, final grading (Approximately 715 linear feet)	LF	\$ _____	x <u>715</u>	\$ _____
Total Permanent Surface Water Control Feature Base Bid Price -----					\$ _____

Total Phase 3 Landfill Expansion and Permanent Surface Water Control Feature Base Bid Price ----- \$ \_\_\_\_\_

Bid Items 1 through \_\_\_\_ submitted:

_____ Signature	_____ Date
_____ Title	_____ Corporate Seal
_____ Company	_____ Attest

**GILA COUNTY**

**SURETY (BID) BOND (BB-1)**

(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 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:

**BID NO. 121217, BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION,**

**NOW THEREFORE**, if the Obligee, acting by and through its Public Works Director, 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 ARS '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**

**GILA COUNTY  
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-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.

**Contract Number 121217-BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION**

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number 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:
  - a. A brief history of the Contractors Firm.
  - b. A Cost Proposal shall be submitted on the Bid Schedule, 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.

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**Invitation for Bids No. 121217**

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- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** \_\_\_\_\_

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

7. **Current Arizona Contractor License Number:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Title**

**GILA COUNTY  
REFERENCE LIST (RL-1)**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

**References**

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
  
4. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_

[illegible]



**Invitation for Bids No. 121217**

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**GILA COUNTY  
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 121217**, my intention concerning subcontracting a portion of the work is as indicated below.

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

**Yes** ☐ it is my intention to subcontract a portion of the work.

**No** ☐ it is not my intention to subcontract a portion of the work.

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**Name of Business**

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**Signature of Authorized Representative**

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**Title**

**GILA COUNTY  
CONTRACT NO. 121217 (C-1 TO C-7)**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2018**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The **Contractor** shall furnish any and all materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 121217- Buckhead Mesa Phase 3 Landfill Construction**, in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Exhibit "B" Plans and Specifications and Construction Quality Assurance shall be a part of this contract. Once the Bid has been awarded the bid number 121217 will become the Contract Number.

**ARTICLE II - CONTRACT DOCUMENTS:** The attached "Call for Bids", "Proposal", "Bidding Schedule", "Surety Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

**ARTICLE III – SAFETY AND LOSS CONTROL:** The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

**ARTICLE IV – INDEMNIFICATION CLAUSE:** The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

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

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

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

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**Invitation for Bids No. 121217**

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

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

**ARTICLE VI - TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

**SCHEDULE:**

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	<b>\$2,000.00</b>

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**ARTICLE VII - CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

**ARTICLE VIII - PAYMENTS:** The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

**ARTICLE IX – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

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

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE XI – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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 XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

☐ I am unable to certify the above statements. My explanation is attached.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$\_\_\_\_\_ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:



**CONTRACT NO. 121217-BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION**

**OWNER:**

**CONTRACTOR:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
**Tommie C. Martin, Chairman, Board of Supervisors**

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Print Name**

**ATTEST:**

\_\_\_\_\_  
**Witness (If Contractor is Individual)**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney**

**Invitation for Bids No. 121217**

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**BIDDERS CHECKLIST (CK-1)**

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

**CHECKLIST:**

**REQUIRED DOCUMENTS**

**COMPLETED AND EXECUTED**

Proposal (P-1 to P-3)	_____
Bid Schedule (BS-1 to BS-2)	_____
Surety (Bid) Bond (BB-1)	_____
Qualification & Certification Form (QC-1 to QC-2)	_____
Reference List (RL-1)	_____
Affidavit of Non-Collusion (ANC-1)	_____
Subcontractor Certification (SC-1)	_____
Excavation Plan by Contractor	_____
Contract (C1-C7)	_____
Letter of Certification by Contractor	_____
IRS W-9 form by Contractor	_____
Checklist & Addenda Acknowledgment (CK-1)	_____

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	<b>#5</b>
Initials and Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: Buckhead Mesa Phase 3 Landfill Construction, Bid No. 121217.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before 4:00 p.m. April 11, 2018.

**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: **Bid No. 121217-Buckhead Mesa Phase 3 Landfill Construction**, 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 \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
By:

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**STATUTORY LABOR AND MATERIALS BOND (LMB-1)**  
**PURSANT 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: **Bid No. 121217-Buckhead Mesa Phase 3 Landfill Construction**, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
By:

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**GILA COUNTY**

**CONTRACT PERFORMANCE WARRANTY (CPW-1)**

I, \_\_\_\_\_, representing  
\_\_\_\_\_ (company name)

do hereby warranty the work performed for the:

**BID NO. 121217-BUCKHEAD MESA PHASE 3 LANDFILL CONSTRUCTION,**

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

\_\_\_\_\_  
(Officer, Partner, Owner) Date



**PLANS AND SPECIFICATIONS AND CONSTRUCTION QUALITY  
ASSURANCE PLAN FOR THE BUCKHEAD MESA  
PHASE 3 LANDFILL CONSTRUCTION  
GILA COUNTY, ARIZONA**

**Prepared for:**

**Board of Supervisors  
Gila County Arizona  
1400 Ash Street  
Globe, Arizona 85501**

**Prepared by:**

**Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206**

**July 2017**

## **EXHIBIT 'B'**

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### **GILA COUNTY BUCKHEAD MESA PHASE 3 CONSTRUCTION DRAWINGS**

Plate 1	Existing Topography and Site Features
Plate 2	Subgrade Topography and Details

### **APPENDICES**

A	Construction Quality Assurance Plan
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## **SECTION 01010 GENERAL REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, transportation, and installation services necessary to construct the landfill and surface impoundment at the Buckhead Municipal Solid Waste (MSW) landfill facility in Gila County, Arizona.
- B. The work shall include those items identified in the Contract Documents which includes site preparation and earthwork, geosynthetic clay liner installation, geomembrane liner installation, drainage layer installation, protective soil layer placement, quality control, surveying and related work.

#### **1.02 DEFINITIONS**

- A. The following list of definitions is provided for reference.

Atterberg Limits: The liquid limit and plastic limit for soils as defined by (ASTM D 4318).

ADEQ: Arizona Department of Environmental Quality (ADEQ)

Compaction: The process of increasing the unit weight of soil by rolling, tamping, vibrating, or other mechanical means. As a result of compaction, the hydraulic conductivity of the soil may be decreased.

Construction Drawings: Design plans used to construct a facility; the plans must be signed and sealed by a Professional Engineer registered in the State of Arizona.

Construction Quality Assurance (CQA): A planned and systematic pattern of all means and actions designed to provide adequate confidence that items or services meet contractual and regulatory requirements.

CQA Engineer: The individual, firm or corporation, independent from the Owner, Contractor, Supplier, or Manufacturer, that is responsible for observing construction operations, providing project testing oversight, and documenting overall construction activities under the terms of the contract. The CQA Engineer is responsible for certification of landfill construction according to the Specifications contained herein and will be a Professional Engineer registered in the State of Arizona.

**CQA Plan:** Site-specific document which addresses the following: (i) CQA personnel responsibilities, authorities, and qualifications; (ii) inspection, monitoring, and testing activities necessary to ensure that the facility is constructed to meet or exceed design criteria, plans, and specifications; and (iii) CQA documentation requirements.

**CQA Resident Engineer:** A person provided by the CQA firm to act as the field representative of the CQA firm. The CQA Resident Engineer will generally be responsible for field oversight of all construction operations.

**Contract Documents:** The contract documents for construction of the landfill including the Specifications, the Construction Drawings, the CQA Plan, any supplemental requirements, and the General Agreement.

**Contractor:** The individual, firm, or corporation undertaking the execution of the work under the terms of the contract.

**Design Engineer:** The individual, firm or corporation having direct responsibility for the design of the landfill structure. The Design Engineer must provide a Professional Engineer registered in the State of Arizona. The Design Engineer may be the same as the Owner.

**Dewatering:** Process of lowering ground water level(s) or removing storm water to permit construction activities to be made "in the dry" (not drying of fill material).

**Geocomposite:** A planar, polymeric drainage material consisting of a polyethylene geonet core and geotextile filter layers that have been heat-bonded to the top and bottom surfaces of the geonet.

**Geomembrane:** A nonporous polymeric membrane liner or barrier used in civil engineering projects.

**Geosynthetics:** Polymeric materials used to perform various functions in construction projects (i.e., geomembranes, geonets, geocomposites, geotextiles, etc.).

**Geosynthetic Clay Liner (GCL):** A factory manufactured, hydraulic barrier typically consisting of bentonite clay or other very low permeability material, supported by geotextiles and/or geomembranes which are held together by needling, stitching, or chemical adhesives.

**Geosynthetics Contractor:** The individual, firm, or corporation undertaking the execution of the geosynthetics work under the terms of the contract. The Geosynthetics Contractor may be a subcontractor to the Contractor or contract directly with the owner.

**Geotextile:** A permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering-related material that is an integral part of a man-made project, structure, or system.

**Gila County Solid Waste Department:** Operator of the Gila County Buckhead Mesa MSW landfill under construction; referred to as the Operator.

**Hydraulic Conductivity:** The rate at which a fluid flows through a porous medium. It is a function of the physical characteristics of both the porous medium and the fluid. Hydraulic conductivity is generally interchangeable with the term permeability in the context of this project.

**In-situ:** "As is", or as it exists in place naturally.

**Laboratory:** The individual, firm, or corporation, independent from the Owner, Manufacturer, Supplier, or Contractor, responsible for conducting tests on construction materials to assure conformance with the specifications.

**Leachate Collection System:** The drainage layer above the liner of the landfill and associated piping, risers, etc. that enable collection and removal of leachate from the landfill.

**Liner System:** The system of natural and/or synthetic liners and drainage layers beneath the landfilled municipal solid waste designed to contain leachate while allowing its collection and removal.

**Manufacturer:** The individual, firm, or corporation responsible for manufacturing a specific component (e.g., a geomembrane liner) used in landfill construction.

**Moisture Content:** Ratio of quantity of water in the soil (by weight) to the weight of the soil solids (dry soil), expressed in percentage; also referred to as water content.

**Optimum Moisture Content (OMC):** Moisture content corresponding to maximum dry unit weight as determined in the standard Proctor or modified Proctor compaction test (i.e., ASTM D 698 or D 1557).

**Owner:** The party known as Gila County Recycling and Landfill Management Department. The Owner shall hire the Contractor(s) to execute the work under the terms of the General Agreement. The activities of the Owner in the Specifications, any supplemental requirements, and CQA Plan may be performed by the Owner or other party representing the Owner such as, but not limited to, a representative of Gila County Recycling and Landfill Management Department, the Design Engineer, or CQA Engineer.

**Particle-Size Distribution:** Distribution of particle sizes within a soil; determined using ASTM D 422. Also referred to as grain size analysis or sieve analysis.

**Permanent Sump:** Generally a low spot or depression on top of the landfill's liner system that enables the detection, collection, and removal of leachate.

**Permeability:** Ability of pore fluid to travel through a soil mass via interconnected voids. "High" permeability indicates relatively rapid flow, and vice versa. Rates of permeability are generally reported in centimeters per second. Permeability is interchangeable with the term hydraulic conductivity in the context of this project.

**Plasticity Index:** Ability of soil mass to flow or be remolded without raveling or breaking apart. Generally that range of soil water content between the liquid and plastic limit.

**RCRA:** Resource Conservation and Recovery Act; Federal solid and hazardous waste regulations.

**Sieve (200 Mesh):** Refers to the soil particle size that passes (smaller than or equal to) the U.S. Sieve No. 200 (ASTM Specification E-11) which has a 75 micrometer (0.00295 inch) opening.

**Specifications:** Detailed descriptions of requirements, dimensions, materials, construction methods, etc., necessary for the construction of a landfill.

**Subcontractor:** The individual, firm, or corporation that contracts to perform some service or provide some material necessary for the performance of another's contract.

**Supplier:** The individual, firm, or corporation responsible for supplying a contractor or a manufacturer with a specific material (e.g., gravel, granular material, resin, etc.) required for construction of a manufactured product or for the construction of the landfill.

**Unified Soil Classification System (USCS):** Soil classification system in accordance with ASTM D 2487.

**Unit Weight:** Weight of soil per unit volume; usually reported in pounds per cubic foot.

**"Walking Out":** Continually rising effect experienced by a sheepsfoot roller during compaction of soil; an indication that the soil is approaching the proper degree of compaction.

## **PART 2 CONTRACT DOCUMENTS**

### **2.01 INCLUDED DOCUMENTS**

- A. The Contract Documents for construction of the landfill shall include, as applicable: (i) Specifications, (ii) CQA Plan; (iii) Construction Drawings; and (iv) General Agreement.

### **2.02 SPECIFICATIONS**

- A. The landfill shall be constructed in accordance with these Specifications and other applicable Contract Documents.

### **2.03 CQA PLAN**

- A. The materials, procedures, and test methods and frequencies used in the construction quality assurance of the landfill construction shall conform to the requirements of the CQA Plan.

### **2.04 CONSTRUCTION DRAWINGS**

- A. The landfill shall be constructed not only in accordance with these Specifications but also in accordance with the Construction Drawings for the specific structure.

### **2.05 GENERAL AGREEMENT**

- A. The contractual agreement and all terms and conditions thereof, between the Owner and the Contractor.

## **PART 3 PROJECT ORGANIZATION AND CONTROL**

### **3.01 RESPONSIBILITIES OF PARTIES**

- A. Owner: The Owner is the facility manager, responsible for facility administration, health and safety, accounting, purchasing, etc. The Owner has direct authority over the Contractor, CQA Engineer, and Design Engineer and coordinates activities by these parties.
- B. Contractor: The Contractor is responsible for constructing various elements of the facility in accordance with the Specifications, other applicable contract documents, Construction Drawings and CQA Plan. The Contractor may be responsible for earthwork, geosynthetics, and other components of landfill construction. The contracting and administration of contract requirements for

landfill construction shall be the responsibility of the Owner. Different contractors may be used to construct different components of the landfill.

- C. CQA Engineer: The CQA Engineer is responsible for monitoring construction activities on-site and certifying that the facility is constructed in accordance with the plans and specifications. The CQA Engineer provides information, reports, test results and observations to the Owner. The CQA Engineer may communicate directly with the Contractor and Design Engineer to coordinate activities and receive information. The CQA Engineer provides an on-site CQA Resident Engineer.
- D. Design Engineer: The Design Engineer is responsible for the design of the landfill. The Design Engineer reports to the Owner. The Design Engineer may communicate directly with the Contractor and CQA Engineer.

## **PART 4 SEQUENCE OF CONSTRUCTION**

### **4.01 OVERALL SEQUENCE**

- A. The overall sequence of construction for a specific facility element shall be as described in the Construction Drawings for the specific structure and in accordance with the Contract Documents.

## **PART 5 REFERENCE STANDARDS**

### **5.01 APPLICABLE ORGANIZATIONS**

- A. Organizations whose standards are referenced herein are as follows:

ASTM - American Society for Testing and Materials

GRI - Geosynthetics Research Institute

OSHA - Occupational Safety and Health Administration

USEPA - United States Environmental Protection Agency

### **5.02 APPLICABLE STANDARDS**

- A. Any reference to standards of any society, institute, association, or government agency shall be the edition in effect as of the date of the contract, unless stated otherwise.

## **PART 6 GENERAL REQUIREMENTS**

- 
- A. Reference Points: Construction reference monuments and benchmarks have been established by the Owner for use in controlling the construction work. All work shall be constructed based on and in relation to these reference points. The Contractor shall be responsible for re-establishing any reference points disturbed during construction. Disturbed or destroyed points shall be re-established at the Contractor's expense, as directed by the Owner.
- B. Soils Investigation: Site soil investigations have been performed by the Owner. Soil investigation reports will be available for the Contractor's use. The Contractor shall not assume that information within these reports accurately reflects the soil conditions at all locations within the project area, but that they only depict soil conditions at specific points where samples were taken.
- C. Surveying: The Contractor shall contract all surveying required to lay out and control the work. The Contractor shall coordinate surveying required by the Specifications and CQA Plan necessary to layout, control, and document the work. Surveying shall be conducted such that all applicable standards required by the State of Arizona are followed. Required Record Drawings shall be as specified in these Specifications. All surveying shall be performed under the direction of a surveyor licensed to perform such work in the State of Arizona. All Record Drawings shall be signed and sealed by the licensed surveyor who directed the survey work. Record drawings shall be at a scale not smaller than 1 inch = 50 feet. The required surveying of liner system elevations shall be carried out on a grid; approximately 100-foot square. The survey locations shall be close enough to define the following general features in the landfill and surface impoundment: toe of slope, crest of slope, anchor trench, leachate collection sump, and perimeter drainage ditches. All surveys shall be referenced to the Owner's site coordinate grid system.
- D. Construction Tolerances: Unless otherwise stated herein and where practical, construction tolerances shall be  $\pm 0.2$  feet horizontally, and, provided that minimum thickness and slope requirements are met,  $+ 0.1$  feet vertically. All surfaces shall be reasonably free from irregularities. All liner and cover surfaces shall be free-draining with no standing water except at low points designated on the Construction Drawings.
- E. Permits: The Contractor shall obtain any necessary environmental or general construction permits applying to the construction of the facility. The Contractor shall also be required to obtain ancillary permits, such as over-size haul permits, related to specific construction equipment or techniques he intends to employ to accomplish the work.
- F. Sedimentation, Erosion Control, and Dewatering: Contractor shall control erosion, water pollution, and dust emissions resulting from construction activities; the Contractor shall be responsible for any fines imposed due to noncompliance. Within the disturbed areas in which the Contractor is working, the Contractor shall seal-roll disturbed surfaces when required and maintain temporary grades
-

and ditches to promote water drainage and prevent infiltration. The Contractor shall provide all equipment necessary to dewater excavations within 12 hours after a storm event.

- G. **Work Limits:** All clearing, stripping, excavation, backfill and surfacing shall be done to the lines, grades, and dimensions called for on the Construction Drawings and Specifications unless directed otherwise by the Owner. All work done beyond designated limits without prior approval shall be corrected to the Owner's satisfaction, at no additional cost to the Owner.
- H. **Protection of Existing Services and Wells:** The Contractor shall exercise care to avoid disturbing or damaging existing monitor wells, electrical poles and lines, permanent below-ground utilities, permanent drainage structures, temporary utilities and structures, or items which the Owner has marked with red flagging. If the Contractor encounters any unexpected underground utilities during the course of the work, the Contractor shall immediately inform the Owner who will determine whether or not the utility is active. When the work requires the Contractor to be near or cross known utilities, the Contractor shall carefully uncover, support and protect these utilities and shall not cut, damage, or otherwise disturb them without prior authorization from the Owner. All utilities, wells, or other items damaged by the Contractor shall be immediately repaired or replaced by the Contractor to the satisfaction of the Owner at no additional cost to the Owner.
- I. **Explosives:** The use of explosives for demolition or excavation is not expected to be required and will not be permitted without prior written approval of the Owner.
- J. **Burning:** The use of open fires on site for any reason is prohibited.
- K. **Temporary Roads:** The Contractor shall be responsible for constructing and maintaining all temporary roads and laydown areas which the Contractor may require in the execution of his work.
- L. **Construction Water:** The quality of construction water used to accomplish construction work is crucial due to the nature of the facilities being constructed. The Contractor will provide water for construction and dust control and will specify the source. The Contractor is responsible for transporting water to the job site. The Contractor shall not add substances to construction water without the express written consent of the Owner. The Contractor shall utilize measuring devices that allow him to measure and record the volume of water used. Such usage records shall be maintained by the Contractor and provided to the Owner.
- M. **Cooperation:** The Contractor shall cooperate with all other parties engaged in project-related activities to the greatest extent possible. Disputes or problems shall be referred to the Owner for resolution.



- N. Familiarization: The Contractor is responsible for becoming familiar with all aspects of work prior to performing the work.
- O. Safeguards: The Contractor shall provide and use all personnel safety equipment, barricades, guardrails, signs, lights, flares, and flagmen as required by OSHA, state, or local codes and ordinances. No excavations deeper than 4 feet with side slopes steeper than 2:1 (horizontal:vertical) shall be made without the prior approval of the Owner. When shoring is required, the design and inspection of such shoring shall be the Contractor's responsibility and subject to the review of the Owner prior to use. No personnel shall work within or next to an excavation requiring shoring until such shoring has been installed, inspected, and approved by an Engineer registered in the State of Arizona provided by the Contractor. The Contractor shall be responsible for any fines imposed due to violation of any laws and regulations relating to the safety of the Contractor's personnel.
- P Construction Access Plan: Prior to mobilization to the site, the Contractor shall submit a plan to the Owner showing where he intends to place staging areas, stockpile areas, temporary on-site access roads, temporary erosion control structures, etc. This plan must be approved by the Owner prior to mobilization.
- Q. Clean-up: The Contractor shall be responsible for general house-keeping during construction. Upon completion of work, the Contractor shall remove all of his equipment, facilities, construction materials, and trash. All disturbed areas shall be put into a condition satisfactory to the Owner. The Owner shall be responsible for revegetation activities.
- R. Security: The Contractor is responsible for the safety and condition of all of his tools and equipment. The Owner will not be responsible for lost or stolen materials or equipment.
- S. Acceptance of Work: Except as otherwise provided within the General Conditions, the Contractor shall retain ownership and responsibility for all work until accepted by Owner. The Owner will accept ownership and responsibility for the liner system: (i) when all work is completed; (ii) after the Contractor has submitted all required documentation, including manufacturing quality control documentation, manufacturing certifications; and (iii) after the CQA Engineer has submitted the Final CQA Report. The Final CQA Report shall include a certification signed and sealed by a Professional Engineer licensed in the State of Arizona stating that the liner has been constructed in accordance with the Construction Drawings and these Specifications. The Final CQA Report shall also include Record Survey Drawings signed and sealed by a Professional Land Surveyor registered in the State of Arizona.
- T. Health and Safety Training: The Contractor shall provide necessary health and safety training for all of the Contractor's on-site personnel. The Owner may

require evidence of health and safety training at any time for any of the Contractor's personnel working on site.

- U. Exclusion Areas: The Contractor's personnel shall not enter any areas on-site identified with signs as exclusion areas without approval of the Owner, and without proper personal protective equipment. The Contractor shall confine activities to the work limits shown on the Construction Drawings.
- V. CQA Activities: The Owner will utilize an independent CQA Engineer to perform CQA activities. The Contractor shall be aware of all CQA activities and shall allow sufficient time in his construction schedule to accommodate CQA activities. No additional costs to the Owner shall be allowed by the Contractor as a result of the performance of CQA activities.
- W. All quality control testing required by these Specifications and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor.

## **PART 7 COMPUTATON OF PAY QUANTITIES**

- A. Foundation Subgrade; Payment of the Foundation Subgrade work item shall be made on a volume basis computed in cubic yards. The total cut and structural fill soil volume shall be determined from the record survey of the top of the Foundation Subgrade surface and the topography of the existing ground surface as shown on Plate 2 Existing Topography and Site Features. The pay boundary limit of the cut and structural fill area shall be based on the construction drawings. The total cut and structural fill volume of material between the top of Foundation Subgrade surface and the existing ground surface within the boundary line shall be determined using the cross sectional average end area method provided in the Softdesk CAD Earthworks Module software. Average end area cross sections will be taken at 5-ft intervals. Two volume computations will be completed. The first computation will consider cross sections running from north to south. The second computation will consider cross sections running from east to west. The total material volume within the boundary will be computed as the average of the north-south and east-west volumes.

In preparing the unit price bid for the Foundation Subgrade item, the Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the subgrade excavation per the construction drawings and specifications. This work may include, but is not limited to, excavation, haulage, stockpiling, soil conditioning, backfilling (structural fill), compaction, and surface preparation. The contractor shall also include in this bid item excavation and surface preparation of any temporary surface water control features such as drainage ditches, berms, sumps or other surface water control features necessary to prevent damage and maintain access to the work areas.

- B. Prepared Subgrade Layer; Payment of the Prepared Subgrade work item shall be made on an area basis computed in square yards. The pay area of the Prepared Subgrade shall be the slope areas determined from the record survey of the top of the Prepared Subgrade surface. Slope area shall be computed from the horizontal area by multiplying the horizontal area by the appropriate slope factor. Pay boundaries of the prepared subgrade surface shall be the limit of prepared subgrade surface line indicated on the record survey drawings.

In preparing the unit price bid for the Prepared Subgrade item, the Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the Prepared Subgrade surface per the construction drawings and specifications. This work may include, but is not limited to, borrow material excavation, haulage, soil conditioning, placement, compaction, surface trimming, surface smooth drum rolling, and maintenance and repair of the Prepared Subgrade prior to and following geosynthetic line placement. The Contractor should also consider that the minimum required thickness of the Prepared Subgrade Layer is 0.5 feet with a vertical tolerance of +0.1 feet.

- C. Geosynthetic Clay Liner (GCL); Payment of the GCL shall be made on an area basis computed in square feet. The pay area of GCL shall be the slope area as determined from the record survey of the top of the prepared subgrade surface. Slope area shall be computed from the horizontal area by multiplying the horizontal area by the appropriate slope factor. Pay boundaries of the GCL shall be the limit of GCL line indicated on the record survey drawings. The pay quantity shall also include GCL material placed in the slope anchor trenches as shown on the construction drawings.

In preparing the unit price bid for the GCL Liner item, the Geosynthetics Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the installation of the GCL per the construction drawings and specifications. This bid item may include, but is not limited to, material procurement, construction quality control activities (CQC), manufacture material testing, material shipping and receiving, material handling and storage, deployment, seaming, and maintenance and repair of the GCL layer prior to and following placement.

- D. HDPE Liner; Payment of the HDPE Liner shall be made on an area basis computed in square feet. The pay area of HDPE Liner shall be the slope area as determined from the record survey of the top of the prepared subgrade surface. Slope area shall be computed from the horizontal area by multiplying the horizontal area by the appropriate slope factor. Pay boundaries of the HDPE shall be the limit of HDPE line indicated on the record survey drawings. The pay quantity shall also include HDPE material placed in the slope anchor trenches as shown on the construction drawings.

In preparing the unit price bid for the HDPE Liner item, the Geosynthetics

Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the installation of the HDPE per the construction drawings and specifications. This bid item may include, but is not limited to, material procurement, construction quality control activities (CQC), manufacture material testing, material shipping and receiving, material handling and storage, deployment, seaming, and maintenance and repair of the HDPE layer prior to and following placement.

- E. Geocomposite Drainage Layer; Payment of the Geocomposite Drainage Layer shall be made on an area basis computed in square feet. The pay area of Geocomposite Drainage Layer shall be the slope area as determined from the record survey of the top of the prepared subgrade surface. Slope area shall be computed from the horizontal area by multiplying the horizontal area by the appropriate slope factor. Pay boundaries of the Geocomposite Drainage Layer shall be the limit of Geocomposite Drainage Layer line indicated on the record survey drawings. The pay quantity shall also include Geocomposite Drainage Layer material placed in the slope anchor trenches as shown on the construction drawings.

In preparing the unit price bid for the Geocomposite Drainage Layer item, the Geosynthetics Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the installation of the Geocomposite Drainage Layer per the construction drawings and specifications. This bid item may include, but is not limited to, material procurement, construction quality control activities (CQC), manufacture material testing, material shipping and receiving, material handling and storage, deployment, seaming, and maintenance and repair of the Geocomposite Drainage Layer prior to and following placement.

- F. Protective Soil; Payment of the Protective Soil work item shall be made on a volumetric basis computed in cubic yards. The pay volume of Protective Soil shall be determined from the record survey of the top of the Prepared Subgrade surface (or the top of drainage gravel in the sump area), the record survey of the top of the Protective Soil Surface, and the Protective Soil boundary as indicated on the record survey drawings. The total volume of material between the top of Prepared Subgrade surface (or top of drainage layer in the sump area) and the top of the Protective Soil surface within the boundary line shall be determined using the cross sectional average end area method provided in the Softdesk CAD Earthworks Module software. Both surfaces will be defined by record survey data. Average end area cross sections will be taken at 5-ft intervals. Two volume computations will be completed. The first computation will consider cross sections running from north to south. The second computation will consider cross sections running from east to west. The total material volume within the certification boundary will be computed as the average of the north-south and east-west volumes.

In preparing the unit price bid for the Protective Soil item, the Contractor shall

consider all materials, equipment, labor, and profit and overhead required to complete the Protective Soil layer per the construction drawings and specifications. This work may include, but is not limited to, borrow material excavation, haulage, soil conditioning, placement, compaction, surface trimming, and maintenance and repair of the Protective Soil following placement.

- G. Permanent Surface Water Control Features; Payment of the Permanent Surface Water Control Features work item shall be made on a linear foot basis for channels and volume basis for the retention pond excavation and grading. In preparing the unit price bid for channels, the Contractor shall consider materials, equipment, labor and profit and overhead required to complete the channel construction per the construction drawings and specifications. The channels on top of the final cover system are not included in this work item. In preparing the unit price bid for the retention basin, the Contractor shall consider all materials, equipment, labor, and profit and overhead required to complete the retention basin construction per the construction drawings and specifications. The total cut and structural fill volume shall be determined from the record survey of the top of the retention pond surface and the topography of the existing ground surface as shown on Plate 2 Existing topography and Site Features. The pay boundary limit of the cut and structural fill area shall be based on the construction drawings. The total cut and structural fill volume shall be computed in the same manner as the Foundation Subgrade work item.

**[ END OF SECTION ]**

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## **SECTION 01019 MOBILIZATION/DEMOBILIZATION**

### **PART 1 - GENERAL**

#### **1.01 SCOPE**

A. This Specification Section covers the following:

1. Organization and mobilization of Contractor's forces and equipment to the work site.
2. Transporting various tools, materials, and equipment to the Work Site;
3. Erection of temporary buildings and facilities required for initial operations, as needed; and.
4. Removal of the above, not incorporated in the Project, upon satisfactory completion of the Contract Work

#### **1.02 DESCRIPTION**

- A. Mobilization shall include mobilization of all Contractor equipment, materials, supplies, appurtenances, and the like, manned and ready for commencing and completing the Contract Work. Mobilization shall begin immediately from receipt of the Owner's Notice-to-Proceed. Initial construction activities shall then be started by Contractor within a period of two weeks.
- B. Mobilization shall also include the purchase of contract bonds, if needed; assembly and delivery to the Work Site of equipment, materials, and supplies necessary for the prosecution of work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on items for which payment is provided under the Contract.
- C. The specification covers mobilization for work required by the Contract at the time of award. No additional mobilization costs will be allowed during performance of the Contract as a result of increase, decrease or deletion of items listed in the Schedule.
- D. Demobilization shall include the removal from the Work Site upon completion of the Project of all Contractor equipment, materials, supplies, appurtenances and the like, that were brought on the site and not incorporated into the Project. The requirements of Section 01710, Cleanup, are also a part of Demobilization.

E. Elements of Work (Mobilization)

1. Mobilize equipment
2. Obtain all necessary construction permits
3. Prepare contractors area and office trailer, as needed.

F. Elements of Work (Demobilization)

1. Dismantle and/or move construction facilities
2. Final site clean-up

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**PART 4 - MEASUREMENT AND PAYMENT**

**4.01 MEASUREMENT**

- A. Measurement for mobilization/demobilization shall be made by the Engineer's certification that all applicable items as specified in this Section are completed.

**4.02 PAYMENT**

- A. Payment of the lump sum price for "Mobilization/Demobilization and all miscellaneous items not included in Bid Schedule" will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of the work. Payment for mobilization will be made at the lump sum bid on the schedule when substantial construction commences. The Contractor will be responsible for and pay for all demobilization costs during and after the Project.

**END OF SECTION**

## **SECTION 01190 HEALTH AND SAFETY**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General requirements for the protection of Health and Safety of personnel involved in the construction of the Project
- B. General requirements for furnishing services of a Safety Monitor
- C. Preparation of Safety Program

#### **1.02 RELATED SECTIONS**

- A. This section supplements the requirements specified in the Contract Documents,

#### **1.03 REFERENCES**

- A. The Contractor shall be familiar with the Safety Guidelines as prepared by the Office of Safety and Health Administration (OSHA).

#### **1.04 QUALITY ASSURANCE**

- A. Nothing in this Section shall preclude the Contractor from complying with the more stringent requirements of the applicable Federal, State, County, OSHA, and Industry Standards, rules and regulations.

#### **1.05 HAZARDOUS SITE CONDITIONS**

- A. Site Hazards at the site defined in the Contract Documents as summary of known site conditions and contaminants. The primary hazards that must be considered during completion of earthworks construction and landfill closure activities include:
  - 1. potential instability of side slopes;
  - 2. underground utilities;
  - 3. construction equipment.



**1.06 SAFETY MONITOR**

- A. The Contractor shall provide a person who will be designated as the Site Safety Monitor. The Safety Monitor shall be thoroughly trained in First Aid, CPR, and in the use of safety equipment.
- B. The Site Safety Monitor shall periodically inspect the work areas for safe working conditions and ensure that appropriate safety equipment is available at the site.
- C. The Site Safety Monitor shall have the delegated authority to order workers on the project site to comply with the project safety requirements. Failure to observe his order shall be cause for removal of the worker from the project.

**1.07 SAFETY PROGRAM**

- A. Supplemental to the Contractor's regular safety program, the Contractor shall also instruct all workers and maintain strict control of construction activities to protect and maintain the integrity of the work features as they are installed.

**1.08 SAFETY PRECAUTIONS**

- A. Contractor shall conform to the safety rules and regulations of governmental authorities having jurisdiction.
- B. The Contractor will be responsible for providing appropriate health and safety measures and equipment for their on-site personnel. The Safety Monitor will perform intermittent site monitoring activities throughout the construction project to determine the appropriate minimum level of health and safety protection needed.
- C. At a minimum workers will use the following personal protective equipment:
  - 1. work boots with steel toes;
  - 2. long pants or coveralls;
  - 3. hard hat;
  - 4. eye protection; leather gloves; and ear protection.

**PART 2 PRODUCTS (Not Used)****PART 3 EXECUTION (Not Used)**

## **PART 4      MEASUREMENT AND PAYMENT**

### **4.01    MEASUREMENT**

- A. Site Safety: Separate measurement for site safety will not be made for work required by this section.

### **4.02    PAYMENT**

- A. Site Safety: Separate payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included in the applicable related item of work in the Bid Schedule, or incidental to the Contract.

**END OF SECTION**

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**SECTION 01710  
CLEANUP****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. This Specification Section covers furnishing all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleanup of the Work Site prior to acceptance of the Project by the Owner and/or Engineer as specified herein and in other Sections when specified.

**PART 2 - PRODUCTS (NOT USED)****PART 3 - EXECUTION****3.01 CLEANUP DURING CONSTRUCTION**

- A. It is required that the entire Work Site be kept in neat and orderly condition, and the Owner and/or CQA Resident Engineer may, at any time during construction, order a general cleanup of the Work Site as a part of the work under this Section.
- B. The Contractor shall dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances as prescribed by authorities having jurisdiction.
- C. Location of an approved solid waste disposal site or legal dump for waste fill, trash and debris and length of haul are the Contractor's responsibility.

**3.02 FINAL SITE CLEANUP**

- A. All construction waste and unused materials and debris of any description resulting from the work shall be removed from the Work Site. Areas that the Contractor disturbed shall be reclaimed as specified in these Specifications.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.01 MEASUREMENT (NOT APPLICABLE)**

### **4.02 PAYMENT**

- A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein shall be considered a part of Mobilization/Demobilization or incidental to the Contract Work.

**END OF SECTION**

## **SECTION 02110 SITE PREPARATION AND EARTHWORK**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, transportation, and installation services necessary to perform all site preparation, excavation, backfilling, and grading required to construct the landfill and surface impoundment. The work shall be carried out in accordance with this Specification, the CQA Plan, and the Construction Drawings.

#### **1.02 RELATED SECTIONS**

- A. Section 02775 – Geomembrane Liner

#### **1.03 QUALIFICATIONS AND SUBMITTALS**

- A. The Contractor shall abide by all qualification and submittal requirements of the CQA Plan.

#### **1.04 CONSTRUCTION QUALITY ASSURANCE**

- A. Work will be monitored and tested in accordance with the requirements of the CQA Plan.
- B. The Contractor shall be aware of all testing activities outlined in the CQA Plan and shall account for these activities in the construction schedule. No additional costs to the Owner shall be allowed by the Contractor as a result of the performance of the CQA activities.
- C. Soil testing (both field and laboratory testing) required by the CQA Plan will be the responsibility of the CQA Resident Engineer. All Quality Control testing required by the Specifications and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor. The Contractor shall cooperate with the CQA Resident Engineer during all testing activities. The Contractor shall provide equipment and labor to assist the CQA Resident Engineer in sampling and shall provide access to all areas requiring testing.

- D. The Contractor shall coordinate independent surveying required by the Specifications and CQA Plan as necessary to layout, control and document the work.
- E. If the CQA Resident Engineer's tests indicate work does not meet the requirements of the specifications, the CQA Resident Engineer will establish the extent of the nonconforming area. The nonconforming area shall be reworked by the Contractor at no cost to the Owner until acceptable test results are obtained.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Fill materials shall be obtained from the excavation of the landfill, from the excavation of diversion ditches, or from borrow sources identified by the Owner.
- B. Soil shall be classified as one of the following: (1) structural fill (2) prepared subgrade material; (3) topsoil; (4) protective soil material (5) spoil.
  - 1. Soil that is classified according to the Unified Soil Classification System (USCS) as SM, CL, ML, SC or GM or GC (ASTM D 2487) and has a maximum particle size of 6 inches; or other material approved by the Owner, may be used as structural fill.
  - 2. Soil that is classified according to the USCS as SM, SC, SM-SC, CL, CH, or ML (ASTM D 2487) has a particle size of less than 2 inches may be used as prepared subgrade material. When placed and compacted this material shall have a moisture content between  $\pm 2$  percent of optimum and minimum dry density of 95 percent of maximum dry density as determined from the standard proctor test (ASTM D698).
  - 3. Surface soils typical of the area (approximately upper 12 inches) which are capable of supporting native plant growth may be used for topsoil. Soil classified as topsoil may be used for revegetation of disturbed areas or for other purposes shown on the Construction Drawings.
  - 4. Soil that is classified according to USCS as CL, ML, SC, GC, SM, or GM and has a maximum particle size of 3 inches may be used as protective soil.
  - 5. Soil not classified as structural fill, prepared subgrade, topsoil, or protective soil shall be classified as spoil material. Spoil may be used for purposes specified in the Construction Drawings or by the Owner, or it may be disposed of on site in a manner approved by the Owner.

## **PART 3 EXECUTION**

### **3.01 SITE PREPARATION**

- A. The Contractor shall develop access to the construction area in accordance with the requirements of the Construction Drawings or as approved by the Owner.
- B. The Contractor shall install silt fences immediately down-slope of each area to be disturbed prior to the beginning of work in that area. The Contractor shall maintain the silt fences for the duration of construction. Accumulated sediment behind the silt fences shall be disposed of on-site by the Contractor in a manner approved by the Owner. The area around the crest of the landfill excavation area shall be graded to direct surface water away from the landfill, wherever possible.
- C. All brush, vegetation, rubbish, and other objectionable material shall be removed from the construction area and disposed of in an area designated by the Owner.
- D. All topsoil shall be removed from the construction area and stockpiled in areas designated by the Owner for subsequent use on site.
- E. Diversion ditches, either permanent or temporary, shall be constructed in accordance with the Construction Drawings or as approved by the Owner. The Contractor shall be responsible for constructing diversion ditches as required to divert run-on around the construction area. The construction of temporary ditches not shown on the Construction Drawings shall not be undertaken until the Contractor's plan for constructing the ditches is approved by the Owner.

### **3.02 STOCKPILING**

- A. Prior to the start of excavation and if required by the Owner, the Contractor shall prepare a written excavation plan. The plan shall indicate the areas and sequence of excavation, and the anticipated classification of the excavated material (e.g., structural fill, prepared subgrade material). This excavation plan must be reviewed and approved by the Owner. The Contractor shall take into account that the stockpiling portion of the excavation plan may be modified during construction based on the results of any conformance testing or observations of the CQA Resident Engineer of the excavated material required by the CQA Plan.
- B. Excavated fill materials (i.e. structural fill, prepared subgrade material, topsoil, etc.) shall be stockpiled in designated areas free of incompatible soil, clearing debris, or other objectionable materials. Stockpile areas will be shown on the Construction Drawings or designated by the Owner.
- C. Excavated material classified as spoil shall be segregated from fill and stockpiled or disposed of in the manner shown on the Construction Drawings or as specified by the Owner.

- D. Stockpiles of fill or spoil shall be no steeper than 3:1 (horizontal:vertical) or other slope approved by the Owner, graded to drain, sealed by tracking parallel to the slope with a dozer or other means approved by the Owner, and dressed daily during periods of active placement of fill taken from the stockpile.
- E. The Contractor shall not remove fill material from the project site without the prior written approval of the Owner.

### **3.03 EXCAVATION**

- A. Upon completion of site preparation, the landfill shall be excavated to the elevations and grades for the subgrade shown on the Construction Drawings. The excavation shall include provisions for the permanent sump shown on the Construction Drawings. All excavation work shall be carried out in compliance with all applicable OSHA regulations.
- B. The Contractor shall make provisions, as necessary, to ensure the drainage of water from work areas. If stormwater diversions, such as channels or berms are not practical, the Contractor shall make excavations, as necessary, to ensure the drainage of water to a sump to facilitate water collection and removal. A pump shall be provided for removing water from the sump. The pump shall have a capacity sufficient to meet the requirements of Section 01010 of this Specification. Water that accumulates in the sump shall be pumped to such other location as designated by the Owner. The Contractor shall maintain the landfill excavation in a dry and workable condition. Damaged work or delays caused by water from any source shall be the responsibility of the Contractor.
- C. After excavation or stripping to final grade, the CQA Engineer will inspect the subgrade on the side slopes of the landfill. The CQA Engineer will identify areas that require additional excavation of weak or excessively weathered subgrade materials on the slopes of the landfill. The Owner will direct the Contractor to excavate the soft areas identified by the CQA Engineer. Such excavations shall be backfilled with structural fill material. Backfill shall be placed and compacted in accordance with the requirements for structural fill given in this section.
- D. After excavation of the foundation subgrade to final grade, the CQA Engineer will inspect the foundation subgrade on the base and side slopes of the landfill. The CQA Engineer may identify areas of the foundation subgrade to be proof-rolled. If proof-rolling is necessary, the Contractor shall use a 20-ton pneumatic-tired roller or other equipment approved by the CQA Engineer. If soft spots or unsuitable materials are found, the CQA Engineer may direct the Contractor to excavate the soft material and either fill the excavated area with the same material (assuming the existing material will provide adequate support if recompacted) or structural fill material. Backfill shall be placed and compacted in accordance with the requirements for structural fill given in this section.
- E. The foundation subgrade surface shall be seal-rolled to prevent moisture



infiltration unless fill is to be immediately placed on the subgrade.

- F. Excavation of the landfill shall not be considered complete, and no fill shall be placed on the foundation subgrade, until the CQA Engineer confirms that the minimum elevations and grades shown on the Construction Drawings have been achieved in the field based on survey data. The Contractor shall be responsible for notifying the CQA Engineer that the excavation (or a significant portion thereof) is complete, for coordinating the survey activities, and for submitting the survey data. The Contractor shall plan for the time required for the CQA Engineer to confirm the elevations and grades of the excavation.
- G. Expose the Phase 2A and 2B liner terminations by excavating any soil or waste above the terminations. Care shall be used to avoid damage to existing liner.

### **3.04 PLACEMENT AND COMPACTION OF STRUCTURAL FILL**

- A. Specific requirements for placement and compaction of structural fill shall be as specified herein unless other requirements are given on the Construction Drawings.
- B. Fill lifts after compaction shall have an average thickness of no more than 6 inches and a maximum thickness of no more than 7 inches. The compacted thickness shall be no greater than the length of the pad foot and drum groove. Compaction of lifts shall be performed with an appropriately heavy properly ballasted, penetrating-foot compactor subject to approval by the CQA Engineer.
- C. The CQA Resident Engineer must complete field testing of fill placed and compacted to determine compliance with these specifications in accordance with the CQA Plan. The Contractor shall not place a new lift of fill over a preceding lift until approval is given by the CQA Resident Engineer. If the Contractor fails to comply with this requirement, he will be required to remove and replace all unauthorized work at his own expense.
- D. Unless otherwise required by the Construction Drawings, structural fill shall be compacted at a moisture content between 3 percent dry to 3 percent wet of the optimum moisture content and to a minimum dry unit weight of 95 percent of the maximum dry unit weight determined in the Standard Proctor compaction test (ASTM D 698). If the moisture content of the structural fill is outside of the acceptable range, the soil shall be wetted or dried back, as appropriate. During wetting or drying, the soil shall be regularly disced or otherwise mixed so that uniform moisture conditions are obtained.
- E. The Contractor may moisture-condition structural fill in either the stockpile area or work area.
- F. The Contractor shall not place frozen structural fill, nor shall he place structural fill on frozen ground.

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**3.05 PLACEMENT AND COMPACTION OF PREPARED SUBGRADE**

- A. Specific requirements for placement and compaction of prepared subgrade shall be as specified herein unless other requirements are given on the Construction Drawings.
- B. Prepared subgrade placement shall not begin until the Contractor has verified that foundation subgrade elevations and grades conform to the Construction Drawings and the CQA Engineer has accepted the existing subgrade condition.
- C. Fill lifts after compaction shall have an average thickness no greater than the length of the pad foot and drum groove of the compaction equipment. Between lifts, the surface should be left rough or otherwise scarified to promote bonding between lifts.
- D. Compaction of prepared subgrade material shall be performed using an appropriately heavy, properly ballasted, penetrating foot compactor subject to approval of the CQA Engineer.
- E. Unless otherwise required by the Construction Drawings, prepared subgrade material shall be compacted at a moisture content between 2 percent dry to 2 percent wet of the optimum moisture content and to a minimum dry unit weight of 95 percent of the maximum dry unit weight determined in the Standard Proctor compaction test (ASTM D 698). If the moisture content of the prepared subgrade layer is outside of the acceptable range, the soil shall be wetted or dried back, as appropriate. During wetting or drying, the soil shall be regularly disced or otherwise mixed so that uniform moisture conditions are obtained.
- F. The Contractor shall not place prepared subgrade material on a surface or subgrade that contains debris, branches, vegetation, mud, ice, or frozen material. If frozen material is encountered, it shall be removed and replaced in accordance with this Specification. Immediately prior to prepared subgrade placement, any wet or soft areas shall be proof-rolled as directed by the Owner. Any excessively wet or soft areas shall be excavated and replaced with properly compacted structural fill.
- G. The finished surface of the prepared subgrade shall be smooth and free of any protruding rocks and wheel ruts which could damage the overlying geosynthetic materials. The prepared subgrade surface shall be smooth drum rolled.
- H. With prior approval of the CQA Engineer, the Contractor may condition existing foundation soils in place to serve as the prepared subgrade layer. This will in no way alleviate the Contractor from meeting the specifications for the foundation subgrade and prepared subgrade layer as described in this Specification. Any material which does not meet specification shall be reconditioned to meet specifications or shall be removed and replaced at no additional cost to the Owner.

**3.06 PLACEMENT OF PROTECTIVE SOIL**

- A. Protective soil layer material shall be placed at the locations and to the thicknesses shown on the Construction Drawings.
- B. The Contractor shall not place the protective soil layer until the CQA Engineer confirms that the constructed grades and elevations of the underlying materials meet the requirements of the Construction Drawings, all field testing is complete, the underlying materials have been installed, tested, and approved in accordance with the requirements of the CQA Plan.
- C. Prior to placing the protective soil layer, the CQA Engineer will verify that the underlying geosynthetic components are free of holes, tears, excessive wrinkles, or foreign objects. As instructed by the Owner, the Contractor shall "work out" or repair all excessive wrinkles to the satisfaction of the CQA Engineer prior to placement of the protective soil layer.
- D. The final in-place thickness of the protective soil layer shall be not less than 12 inches. The maximum particle size of the protective soil material is 3 inches.
- E. The Contractor shall not operate equipment directly on geosynthetics.
- F. Unless otherwise specified by the Owner, the equipment used to haul and spread the protective soil layer shall not exert ground pressures exceeding the following:

<u>Allowable Equipment Ground Pressure (psi)</u>	<u>Minimum Thickness of Protective Soil Layer Above the Geosynthetic Liner (inches)</u>
<5	12
<10	18
<20	24
>20	36

The maximum allowable equipment ground pressure shall be 65 psi. The acceptability of equipment operating at ground pressures greater than 65 psi will be evaluated by the Owner at the Contractor's expense.

- G. Protective soil layer material shall be compacted by two passes of tracked equipment approved by the CQA Resident Engineer.
- H. In areas of heavy traffic, the thickness of the protective soil layer shall be increased at the direction of the CQA Resident Engineer to satisfy the requirements of this Section.

- I. The Contractor shall operate equipment in a manner that is protective of underlying geosynthetics. If it is suspected that any damage to the underlying geosynthetics may have occurred, the CQA Resident Engineer will instruct the Contractor to remove overlying protective soil layer material to expose the geosynthetics. The Contractor shall repair, at his own expense, any damage of the underlying geosynthetics in accordance with these Specifications.
- J. The Contractor shall minimize to the extent possible the generation of dust during placement of the protective soil layer. Water may be used for dust control if approved by the Owner. Chemical dust suppressants shall not be used.
- K. The Contractor shall not place frozen protective soil layer material nor shall he place protective soil layer material on frozen ground.
- L. Protective soil layer material shall not be placed during periods of precipitation or unfavorable weather conditions.

### **3.07 SURVEY CONTROL**

- A. Survey control services shall be provided by a local land surveying firm under contract with the Contractor. Surveyor activities shall be coordinated by the Contractor.
- B. The Surveyor shall survey the location and elevation of the excavation for the landfill. He shall also survey the location and elevation of the top of foundation subgrade, top of prepared subgrade, top of sump drainage gravel, and top of protective soil. Additional survey requirements are identified in Section 01010 of this Specification and other component sections.
- C. The Surveyor shall provide Record Drawings in accordance with the requirements of Section 01010 of this Specification. The Contractor may submit a partial Record Drawing to obtain approval for a portion of work. The CQA Engineer will define the minimum requirements for a partial submittal.

### **3.08 FIELD QUALITY CONTROL**

- A. All Quality Control testing required by this Specification and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor.

### **3.09 PROTECTION OF WORK**

- A. The Contractor shall use all means necessary to protect all materials and all partially-completed and completed work of this Specification.
- B. In the event of damage, the Owner will identify areas requiring repair, and the Contractor shall make all repairs and replacements necessary to the approval of

the Owner at no additional cost to the Owner.

- C. At the end of each day, the Contractor shall verify that the entire work area was left in a state that promotes surface drainage off and away from the area and from finished work. If threatening weather conditions are forecast, compacted surfaces shall be seal-rolled or covered with plastic sheeting to protect finished work.

### **3.10 REVEGETATION**

- A. At the end of construction, all disturbed areas with exposed soil (including borrow areas, soil stockpiles, material storage areas, Contractor access roads, etc.) shall be graded. Revegetation of disturbed areas will be performed by the Owner.

### **3.11 SEDIMENTATION AND EROSION CONTROL**

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, transportation, and installation services necessary for the installation of geotextiles or other controls for sedimentation and erosion control during construction. Silt fences shall be placed as necessary downslope of all disturbed areas, and shall remain until such areas are successfully revegetated.

### **3.12 PERFORATIONS**

- A. Perforations in the prepared subgrade resulting from CQA testing will be filled with granulated bentonite or soil liner fines by the CQA Resident Engineer performing the tests. Such perforations may include, but are not limited to, the following:
  - 1. Nuclear density test probe locations;
  - 2. Shelby tube sample locations; and,
  - 3. Drive cylinder test locations.
- B. Test pits or other large excavations required for CQA purposes shall be backfilled by the contractor in accordance with the Specifications for the material excavated.

**[ END OF SECTION ]**

## **SECTION 02710 GEOCOMPOSITE**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, transportation, and installation services necessary for the installation of the geocomposite layer of the landfill or surface impoundment. The work shall be carried out in accordance with these Specifications, Supplemental Specifications, the CQA Plan, and the Construction Drawings.

#### **1.02 RELATED SECTIONS**

- A. Section 02110 – Site Preparation and Earthworks
- B. Section 02775 - Geomembrane Liners

#### **1.03 QUALIFICATIONS AND SUBMITTALS**

- A. The Contractor shall abide by all qualification and submittal requirements of the CQA Plan.

#### **1.04 CONSTRUCTION QUALITY ASSURANCE**

- A. Work will be monitored and tested in accordance with the requirements of the CQA Plan.
- B. The Contractor shall be aware of all activities outlined in the CQA Plan, and the Contractor shall account for these activities in the construction schedule. No additional costs to the Owner shall be allowed by the Contractor as a result of the performance of the CQA activities.
- C. Any geocomposite rolls that do not meet the requirements of these Specifications will be rejected. The Contractor shall replace the rejected material with new material that conforms to the specification requirements, at no additional cost to the Owner.
- D. If the CQA tests indicate work does not meet the requirements of the specifications, the CQA Resident Engineer will establish the extent of the nonconforming area. The nonconforming area shall be reworked by the Contractor at no cost to the Owner until acceptable test results are obtained.

**PART 2 PRODUCTS****2.01 GEOCOMPOSITE PROPERTIES**

- A. The Contractor shall require that the geocomposite Manufacturer furnish material with minimum average roll values, as defined by the Federal Highway Administration (FHWA), meeting or exceeding the criteria specified in Table 02710-1. The Contractor shall require that the Manufacturer provide results for tests performed using the procedures listed in Table 02710-1, as well as a certification that the material delivered to the site meets or exceeds the specified values.
- B. In addition to the property values listed in Table 02710-1, the geocomposite shall:
1. Retain its structure during handling, placement, and long-term service.
  2. Be capable of withstanding outdoor (i.e., ultra-violet light) exposure for a minimum of 30 days with no measurable degradation in the specified physical properties.
  3. Meet any additional requirements of the Construction Drawings.

**2.02 MANUFACTURING QUALITY CONTROL**

- A. The Contractor shall require that the geocomposite Manufacturer sample and test the geocomposite to demonstrate that the material conforms to the requirements of these Specifications. All CQA testing required by these Specifications and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor. Test results shall be provided to the CQA Engineer. Sampling shall, in general, be performed on sacrificial portions of the geocomposite material such that repair is not required. The Contractor shall require that the geocomposite Manufacturer sample and test the geocomposite, at a minimum, as specified below and perform the following manufacturing quality control tests:

	<u>Test</u>	<u>Procedure</u>
Geonet Component 1/40,000 ft <sup>2</sup>	Specific gravity	ASTM D 1505
	Thickness	ASTM D 374C or D1777
	Carbon black	ASTM D 1603
Geotextile Component 1/40,000 ft <sup>2</sup>	Mass per unit area	ASTM D 3776
	Apparent opening size	ASTM D 4751
	Permittivity	ASTM D 4491
	Grab strength	ASTM D 4632
	Tear strength	ASTM D 4533
	Puncture strength	ASTM D 4833

Geocomposite Component 1/40,000 ft <sup>2</sup>	Peel strength	ASTM F 904
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- B. Any geocomposite sample that does not comply with these Specifications shall result in rejection of the roll from which the sample was obtained. The Contractor shall replace any rejected rolls at no additional cost to the Owner.
- C. If a geocomposite sample fails to meet the quality control requirements of this General Specification the Contractor shall require that the geocomposite Manufacturer sample and test each roll manufactured in the same lot, or at the same time, as the failing roll. Sampling and testing of rolls shall continue until a pattern of acceptable test results as determined by the CQA Engineer is established.
- D. Additional sample testing may be performed, at the geocomposite Manufacturer's discretion and expense, to more closely identify any non-complying rolls and/or to qualify individual rolls.
- E. If required by the Owner, the Contractor shall require the geocomposite Manufacturer to retain a coupon of geocomposite (10 feet by 2 feet) provided for the project for every 20,000 ft<sup>2</sup> of geocomposite produced for the project until the work is accepted by the Owner.
- F. The Contractor shall require that the geocomposite Manufacturer comply with the certification and submittal requirements of the CQA Plan.

## **2.03 LABELING**

- A. Geocomposite rolls shall be labeled with the following information.
  - 1. Name of Manufacturer;
  - 2. Product identification;
  - 3. Lot number;
  - 4. Roll number; and,
  - 5. Roll dimensions.
- B. If any special handling is required, it shall be so marked on the geocomposite itself, e.g., "This Side Up" or "This Side Against Soil To Be Retained".

## **2.04 TRANSPORTATION**

- A. Transportation of the geocomposite shall be the responsibility of the Contractor. The Contractor shall be liable for damage to the geocomposite incurred prior to and during transportation to the site. The Contractor shall replace damaged rolls



at no additional cost to the Owner.

## **2.05 HANDLING AND STORAGE**

- A. Geocomposite shall be shipped and stored in watertight and opaque protective covers.
- B. Handling, storage, and care of the geocomposite prior to and following incorporation into the work is the responsibility of the Contractor. The Contractor shall be liable for damage to the material incurred prior to final acceptance by the Owner. The Contractor shall repair damage in accordance with Part 3.03 of this section and at no additional cost the Owner.
- C. The Contractor shall be responsible for storage of the geocomposite at the site. The geocomposite shall be stored off the ground and shall be protected from puncture, cutting, and excessive heat, cold, moisture, mud, dirt, dust or any other damaging or deleterious condition. The geocomposite shall be stored in accordance with any additional requirements of the geocomposite Manufacturer.

## **PART 3 EXECUTION**

### **3.01 HANDLING AND PLACEMENT**

- A. Geocomposite shall be installed at all locations shown on the Construction Drawings.
- B. The Contractor shall handle the geocomposite in such a manner as to ensure the geocomposite is not damaged in any way.
- C. When placing geocomposite on geomembrane, the geomembrane liner that will underlie the geocomposite shall be clean and free of excessive dust and dirt, stones, rocks, or other obstructions that could potentially damage the geomembrane. The geomembrane shall be swept clean prior to geocomposite placement. At the direction of the CQA Resident Engineer, the Contractor shall clean the geomembrane with water.
- D. The Contractor shall take all necessary precautions to prevent damage to underlying layers during placement of the geocomposite.
- E. In the presence of excessive wind, the Contractor shall weight the geocomposite with sandbags or equivalent weight approved by the CQA Resident Engineer.
- F. On side slopes, the geocomposite shall be secured, by the Contractor, at the top of the slope and then rolled down the slope.
- G. If necessary, the Contractor shall position the geocomposite by hand after it is unrolled to minimize wrinkles.
- H. Geocomposite shall be clean when installed. During installation, care shall be taken by the Contractor not to entrap stones, excessive dirt, or moisture that could damage the underlying geomembrane, clog drains or filters, or hamper subsequent seaming.
- I. Geocomposite shall not be welded to the geomembrane liners. Geocomposite shall only be cut using a cutter approved by the geocomposite Manufacturer and the Owner.
- J. Tools shall not be left on or in the geocomposite.
- K. After placing the geocomposite, the geocomposite shall not be left exposed for a period in excess of 30 days unless a longer exposure period is approved by the CQA Resident Engineer based on a formal demonstration from the Contractor (e.g., a certification from the geocomposite Manufacturer) that the geotextile component of the geocomposite is stabilized against ultra-violet (UV) light degradation for a period in excess of 30 days.

### 3.02 SEAMS AND OVERLAPS

- A. The components of the geocomposite (e.g., geotextile-geonet-geotextile) are not bonded together at the ends and edges of the rolls. Each component shall be secured or seamed to the like component at overlaps.
- B. No horizontal seams shall be allowed on slopes steeper than 5:1 (horizontal:vertical), unless approved by the Owner.
- C. Geocomposite Components:
  - 1. The geocomposite shall be overlapped by at least 4 inches. These overlaps shall be secured by tying.
  - 2. Cut geocomposite using scissors or other cutting tools, approved by the CQA Resident Engineer. Do not damage underlying geosynthetics.
  - 3. Tying shall be achieved by nylon strings, plastic fasteners, or polymer braid. Metallic devices shall not be used. Tying devices shall be provided in a color different than the geocomposite to allow easy inspection.
  - 4. For slopes steeper than 5:1 (horizontal:vertical), tying shall be every 5 feet along the slope, every 2 feet across the slope, and every 6 inches in the anchor trench. For slopes flatter than 5:1 (horizontal:vertical), tying shall be every 10 feet in both directions and every 6 inches in the anchor trench.
  - 5. In all cases, at least 2 ties per panel dimension shall be installed.
  - 6. When more than one layer of geocomposite is installed, joints shall be staggered at least 1 foot.
  - 7. The upper geotextile layer of the geocomposite shall be continuously heat lysterred. Care shall be taken not to burn or damage underlying geosynthetic components.

### 3.03 REPAIR

- A. Any holes or tears in the geocomposite shall be repaired by placing a patch extending 1 foot beyond the edges of the hole or tear. The patch shall be secured over the hole or tear by tying fasteners through the geocomposite patch, and through the top geotextile and geonet beneath the patch. The patch shall be secured every 6 inches with approved tying devices. A larger geotextile patch shall be placed over the geocomposite patch and shall be heat sealed to the top geotextile of the geocomposite needing repair. If the hole or tear width across the roll is more than 50 percent of the width of the roll, the damaged area shall be cut

out and the two portions of the geocomposite shall be joined in accordance with Part 3.02 of this section.

### 3.04 PLACEMENT OF OVERLYING MATERIALS

- A. Overlying materials as required by the Construction Drawings, shall be placed as soon as possible after placement and approval of the geocomposite. Placement of each overlying material shall be in accordance with the appropriate sections of these Specifications.
- B. The Contractor shall place overlying soil materials in such a manner as to ensure that:
  - 1. The geocomposite and underlying geosynthetic materials are not damaged;
  - 2. Minimal slippage occurs between the geocomposite and underlying layers; and,
  - 3. Excessive stresses are not produced in the geocomposite.
- C. Unless otherwise specified by the Owner, the equipment operating on soil material overlying a geocomposite shall comply with the following:

<u>Maximum Allowable Equipment Ground Pressure (psi)</u>	<u>Thickness of Soil Above Geocomposite (inches)</u>
<5	12
<10	18
<20	24
>20	36

The maximum allowable equipment ground pressure shall be 65 psi. The acceptability of equipment operating at ground pressures greater than 65 psi will be evaluated by the CQA Resident Engineer at the Contractor's expense.

- D. The CQA Resident Engineer will provide monitoring of the spreading of soils over the geocomposite in accordance with the CQA Plan.

### 3.05 PROTECTION OF WORK

- A. The Contractor shall use all means necessary to protect all materials and partially completed and completed work of these Specifications.
- B. The CQA Resident Engineer will identify any areas requiring repair. The Contractor shall immediately make repairs and replacements necessary, to the approval of the CQA Resident Engineer and at no additional cost to Owner.

- C. The CQA Resident Engineer will issue an approval of the geocomposite installation to the Owner prior to placement of material over the geocomposite in accordance with the CQA Plan.

TABLE 02710-1 REQUIRED GEOCOMPOSITE PROPERTIES			
Properties	Units	Specified Values <sup>(4)</sup>	Test Method
<b>Geonet Component:</b>			
Polymer composition	%	95 polyethylene by weight	
Polymer specific gravity		0.92	ASTM D 1505
Polymer melt index	g/10 min.	0.1 - 0.5	ASTM D 1238
Carbon black content	%	2 - 3	ASTM D 1603
Nominal thickness	mm	5	ASTM D 374C or D1777
<b>Geotextile Component:</b>			
Polymer composition	%	95 polyester polypropylene, or polyethylene by weight	
Mass per unit area	oz/yd <sup>2</sup>	7.1	ASTM D 3776
Apparent opening size	mm	0 <sub>95</sub> < 0.210 mm	ASTM D 4751
Permitivity	sec <sup>-1</sup>	1.47	ASTM D 4491
Grab strength	lb	210	ASTM D 4632 <sup>(1)</sup>
Tear strength	lb	75	ASTM D 4533 <sup>(2)</sup>
Puncture strength	lb	95	ASTM D 4833 <sup>(3)</sup>
<b>Geocomposite:</b>			
Transmissivity	m <sup>2</sup> /s	2 x 10 <sup>-4</sup>	ASTM D 4716 <sup>(5)</sup>
Peel Strength	lb/in.	2	ASTM D 413
<b>NOTES:</b>			
(1)	Minimum of values measured in machine and cross machine directions with 1 inch clamp on constant rate of extension (CRE) machine.		
(2)	Minimum value measured in machine and cross machine direction.		
(3)	Tension testing machine with a 1.75-inch diameter ring clamp, the steel		

TABLE 02710-1 REQUIRED GEOCOMPOSITE PROPERTIES			
Properties	Units	Specified Values <sup>(4)</sup>	Test Method
		ball being replaced with a 0.31-inch diameter solid steel cylinder with flat tip centered within the ring clamp.	
(4)		Values represent minimum average roll values (i.e., any roll in a lot should meet or exceed the values in this table). Where ranges of values are specified, the average roll value must be within the specified range. The apparent opening size specified is a maximum average roll value.	
(5)		The design transmissivity is the hydraulic transmissivity of the geocomposite measured using water at 68°F ± 3°F with a hydraulic gradient of 0.1, under a compressive stress of not less than 10,000 psf. For the test, the geocomposite shall be sandwiched between a layer of protective soil material representative of the material that will be used in the landfill and a 60-mil thick HDPE geomembrane. The minimum test duration shall be 24 hours and the report of results shall include measurements at intervals over the entire test duration.	

**[END OF SECTION]**

## **SECTION 02775 GEOMEMBRANE LINERS**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment supervision, transportation, and installation services necessary for the installation of the geomembrane liners for the landfill and surface impoundment. The work shall be carried out in accordance with this Specification, the CQA Plan, and the Construction Drawings.

#### **1.02 RELATED SECTIONS**

- A Section 02110 - Site Preparation and Earthwork

#### **1.03 QUALIFICATIONS AND SUBMITTALS**

- A. The Contractor shall abide by all qualification and submittal requirements of the CQA Plan. The Contractor shall require the geomembrane manufacturer to comply with the submittal requirements of the CQA Plan.

#### **1.04 CONSTRUCTION QUALITY ASSURANCE**

- A. All work will be constructed, monitored, and tested in accordance with the requirements of the CQA Plan.
- B. The Contractor shall be aware of all activities outlined in the CQA Plan, and the Contractor shall account for these activities in the construction schedule. No additional costs to the Owner shall be allowed by the Contractor as a result of the performance of the CQA activities.
- C. Geomembrane rolls that do not meet the requirements of the Specification will be rejected. The Contractor shall replace rejected material with new material that conforms to the specification requirements, at no additional cost to the Owner.
- D. If the CQA tests indicate work does not meet the requirements of the specifications, the CQA Resident Engineer will establish the extent of the nonconforming area. The nonconforming area shall be reworked by the Contractor at no cost to the Owner until acceptable test results are obtained.

## **PART 2 PRODUCTS**

### **2.01 RESIN**

- A. Reclaimed polymer shall not be added to the resin; however, the use of polymer recycled during the manufacturing process will be permitted if the recycled polymer does not exceed 2 percent by weight of the total polymer weight. The product shall be manufactured specifically for use in geomembranes, using new, first-quality polyethylene resin.
- B. The resin shall comply with the following properties for high density polyethylene (HDPE):
  - 1. Specific Gravity: 0.94 to 0.96 (ASTM D 4883-96)

### **2.02 GEOMEMBRANE PROPERTIES**

- A. Smooth or textured HDPE geomembrane shall be used as shown on Construction Drawings.
- B. The Contractor shall require that the geomembranes Manufacturer furnish geomembrane with minimum average roll values, as defined by the FHWA, meeting or exceeding the criteria specified in Table 02775-1 and that meet the manufacturing quality control requirements of this section. The Contractor shall require the geomembrane Manufacturer to certify in writing as well as provide test results that demonstrate that the geomembrane delivered to the site complies with the properties listed in Table 02775-1.
- C. In addition to the property values listed in Table 02775-1, the geomembrane material shall:
  - 1. Contain a maximum of 1 percent by weight of additives, fillers, or extenders (not including carbon black).
  - 2. Not have striations, roughness, pinholes, or bubbles on the surface.
  - 3. Be produced so as to be free of holes, blisters, undispersed raw materials, or any sign of contamination by foreign matter.

### **2.03 MANUFACTURING QUALITY CONTROL**

- A. Resin:
  - 1. The Contractor shall require the geomembrane Manufacturer to certify in



writing that the resin used to manufacture the geomembrane delivered to the project site complies with the product specifications of this section. All Quality Control testing required by this Specification and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor. Any geomembrane manufactured from non-complying resin will be rejected.

2. The Contractor shall require the Manufacturer to supply quality control certificates from the resin Supplier that includes the origin (resin production plant), identification (brand name, number), the production date of the resin used in the manufacturer of the geomembrane shipped to the site, and the results of test conducted to verify that the resin used to manufacture the geomembrane rolls assigned to the project meets the specifications of Part 2.01 of this section.

B. Rolls:

1. The Contractor shall require that the geomembrane Manufacturer continuously monitor the geomembrane during the manufacturing process for inclusions, bubbles, or other defects. Geomembrane that exhibits defects will not be accepted.
2. The Contractor shall require that the geomembrane Manufacturer monitor the geomembrane thickness during the manufacturing process. Geomembrane that fails to meet the specified minimum thickness will not be accepted.
3. The Contractor shall require that the geomembrane Manufacturer sample and test the geomembrane, at a minimum, once every 40,000 ft<sup>2</sup> and perform the following tests to demonstrate that the geomembrane properties conform to the values specified in this section. All Quality Control testing required by this Specification and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor. Samples shall be taken across the entire width of the roll and shall not include the first wrapping or outer layer of the roll (about 3.3 feet).

Test Procedure

Specific gravity	ASTM D 1505
Thickness (Smooth)	ASTM D 5199
Thickness (Textured)	ASTM D 751
Yield strength	ASTM D 638
Yield elongation	ASTM D 638
Tensile strength	ASTM D 638
Tensile elongation	ASTM D 638

Carbon black content	ASTM D 1603
Carbon black dispersion	ASTM D 5596

4. Geomembrane rolls that do not have acceptable manufacturing quality control test results shall be rejected by the Owner.
5. In the case of the rejection of a roll of geomembrane, the Contractor shall require that the geomembrane Manufacturer sample and test each roll manufactured in the same lot, or at the same time, as the failing roll. Sampling and testing of rolls shall continue until a pattern of acceptable test results is established in accordance with the CQA Plan.
6. Additional testing may be performed at the geomembrane Manufacturer's discretion and expense, to more closely identify the non-complying rolls and/or to qualify individual rolls.
7. If requested by Owner, one coupon of geomembrane (at least 10 feet by 2 feet) for every 40,000 ft<sup>2</sup> of membrane produced shall be retained intact by the geomembrane Manufacturer until construction of landfill or surface impoundment components, for which the geomembrane is used, is complete and the Owner has accepted the completed work.

## **2.04 LABELING**

- A. The geomembrane shall be labeled with the following information:
  1. Thickness of the material;
  2. Length and width of the roll or factory panel;
  3. Name of Manufacturer;
  4. Product identification;
  5. Lot number; and,
  6. Roll or factory panel number.

## **2.05 TRANSPORTATION**

- A. Transportation of the geomembrane is the responsibility of the Contractor. The Contractor shall be liable for all damage to materials prior to and during transportation to the site. The Contractor shall replace any damaged rolls at no additional cost to the Owner.

## **2.06 HANDLING AND STORAGE**

- A. Handling, storage, and care of the geomembrane prior to and following

incorporation in the work is the responsibility of the Contractor. The Contractor shall be liable for all damage to the material incurred prior to final acceptance of the installation by the Owner. The Contractor shall repair any damage in accordance with this Section and at no additional cost to the Owner.

- B. The Contractor shall be responsible for storage of the geomembrane at the site. The geomembrane shall be protected from dirt, excessive heat or cold, puncture, cutting, or other damaging or deleterious conditions. The geomembrane shall also be stored in accordance with any additional requirements of the geomembrane Manufacturer.

## **PART 3 EXECUTION**

### **3.01 EARTHWORK**

#### **A. Surface Preparation**

1. Geomembrane liner shall be installed at all locations shown on the Construction Drawings.
2. The geomembrane liners shall be installed as soon as practical after construction and CQA testing of the underlying materials. Prior to geomembrane liner installation, the Contractor shall verify, by surveying, that the elevations, thicknesses, and grades of the underlying materials conform to the requirements of the Construction Drawings. Installation of the geomembranes shall not begin until the CQA Resident Engineer completes conformance testing and surveying of the appropriate portions of the underlying materials in accordance with the CQA Plan.
3. Areas to receive geomembrane liner shall be smooth and even, and free of ruts, voids, and protrusions or wrinkles. Any surface features, as determined by the CQA Resident Engineer, which could damage the geomembrane shall be removed by the Contractor. For earth slopes of 3:1 (horizontal:vertical) or flatter, the final surface prior to receiving geomembrane shall be rolled smooth using a smooth drum roller. For slopes steeper than 3H:1V, dressing of the slopes shall be accomplished by back-dragging the surface with a dozer blade, wheel rolling, or by other methods approved by the CQA Resident Engineer (such as raking the surface by hand) until the CQA Resident Engineer is satisfied that the surface is smooth and even, and free of ruts, voids, obstructions, etc. No vehicles shall be allowed on the final dressed surface without the approval of the CQA Resident Engineer.
4. The Contractor shall provide written certification that the surface on which

the geomembrane will be installed is acceptable. The certificate of acceptance for each area under consideration shall be given to the CQA Resident Engineer.

5. Special care shall be taken to maintain the prepared surface on which the geomembrane will be installed.
6. No geomembrane shall be placed in an area which has been softened by precipitation or which has excessively cracked due to desiccation.
7. Any damage to the surface caused by weather, installation activities, or other activities shall be repaired by the Contractor at no expense to the Owner.

**B. Anchor Trenches:**

1. The anchor trench shall be excavated prior to geomembrane placement to the elevations, grades, and width shown on the Construction Drawings.
2. No loose soil shall be allowed beneath the geomembrane in the anchor trench.
3. The anchor trench shall be backfilled as shown on the Construction Drawings. Care shall be taken when backfilling the anchor trench to prevent any damage to the geomembrane or other geosynthetics.
4. Soil liner material shall be used as backfill in the anchor trench to the limits shown on the Construction Drawings. The soil liner material shall be compacted using suitable hand-operated compaction equipment. Soil liner material shall be compacted and moisture conditioned to the requirements in the Specifications.
5. Slightly rounded corners shall be provided at the top in-board side of the anchor trench to avoid sharp bends in the geomembrane.

### **3.02 GEOMEMBRANE DEPLOYMENT**

**A. Field Panel Identification:**

1. A geomembrane field panel is defined as a roll or a portion of a roll cut in the field.
2. Each field panel must be given an identification code (number or letter-number) consistent with the layout plan. This identification code shall be agreed upon by the CQA Resident Engineer, and Contractor. The field

panel identification code shall be related, through a table or chart, to the original resin, and the constituent rolls and factory panels.

B. Field Panel Placement:

1. Field panels shall be installed at the location and positions indicated in the layout drawings.
2. Field panels shall be placed one at a time, and each field panel shall be seamed shortly after its placement.
3. Geomembrane shall not be placed when the ambient temperature is below 40°F unless the Contractor has previously submitted a geomembrane cold weather placement and seaming plan and such plan has been approved by the Owner.
4. Geomembranes shall not be placed during a precipitation event, in the presence of excessive moisture (e.g., fog, dew), in an area of ponded water, or in the presence of excessive winds.
5. The Contractor shall employ placement methods which ensure that:
  - a. No vehicular traffic shall be allowed on the geomembrane.
  - b. Equipment used shall not damage the geomembrane by handling, trafficking, excessive heat, leakage of hydrocarbons, or other means.
  - c. Personnel working on the geomembrane shall not smoke, consume food or beverages (except for body fluid replenishment), wear damaging shoes, have cans, glass containers, or tools not required for liner placement on the geomembrane, or engage in other activities which could damage the geomembrane.
  - d. The method used to unroll the panels shall not scratch or crimp the geomembrane and shall not damage the supporting soil.
  - e. The method used to place the panels shall minimize wrinkles (especially differential wrinkles between adjacent panels).
  - f. Temporary loads and/or anchors (e.g., sand bags), not likely to damage the geomembrane, shall be placed on the geomembrane to prevent uplift by wind.

6. Unrestrained release of the geomembrane from the top of the slope is not acceptable.
7. Any field panel or portion thereof which becomes seriously damaged (torn, twisted, or crimped) shall be replaced with new material at no expense to the Owner. Less serious damage may be repaired with the approval of the CQA Resident Engineer. Damaged panels or portions of damaged panels which have been rejected shall be removed from the work area at no expense to the Owner.
8. Adjacent geomembrane panels shall be overlapped as described in this Section. Larger overlaps shall be used if thermal contraction of the geomembrane is anticipated prior to seaming. Adjacent panels shall be placed under similar temperature conditions, preferably early in the day when temperatures are cooler, to minimize the potential for differential contraction.

### **3.03 FIELD SEAMING**

#### **A. Seam Layout:**

1. In general, seams shall be oriented parallel to the line of maximum slope, i.e., oriented down, not across, the slope. In corners and at odd-shaped geometric locations, the number of field seams shall be minimized. No horizontal seam shall be permitted less than 10 feet from the toe of the slope, except where approved by the CQA Resident Engineer.

#### **B. Personnel:**

1. All personnel performing seaming operations shall be qualified as required by the CQA Plan. At least one seamer shall have a minimum of 1,000,000 ft<sup>2</sup> of HDPE geomembrane experience.

#### **C. Weather Conditions for Seaming:**

1. Seaming shall not be attempted at ambient temperatures below 40°F. At ambient temperatures between 40°F and 50°F, seaming will be allowed if the geomembrane is preheated either by the sun or a hot air device, and if there is no excessive cooling from wind. At ambient temperatures above 50°F, no preheating will be required. In all cases, the geomembrane shall be dry and protected from excessive wind.
2. If the Contractor wishes to perform seaming at ambient temperatures below 40°F, he shall demonstrate that the seam so produced is equivalent to those produced under normally approved conditions, and that the

overall quality of the geomembrane is not adversely affected. The Contractor shall submit to the CQA Engineer for approval a geomembrane cold weather placement and seaming plan that details all aspects of the cold weather seaming operation.

3. Ambient temperatures shall be measured near the crest of the landfill.

D. Overlapping and Temporary Bonding:

1. Geomembrane panels shall be overlapped a minimum of 3 inches for extrusion welding and 4 inches for fusion welding or a greater amount if recommended by the geomembrane Manufacturer, but in any event, sufficient overlap shall be provided to allow peel tests to be performed on the seam.
2. The procedure used to temporarily bond adjacent panels together shall not damage the geomembrane. The temperature of the air at the nozzle of a spot welding apparatus shall be controlled such that the geomembrane is not damaged.
3. No solvent or adhesive shall be used for cleaning or bonding of the geomembrane liner material.

E. Seam Preparation:

1. Prior to seaming, the seam area shall be cleaned so that it is free of moisture, dust, dirt, debris of any kind, and foreign material.
2. If seam overlap grinding is required, the process shall be completed according to the geomembrane Manufacturer's instructions and in a manner that does not damage the geomembrane.
4. Seams shall be aligned with the fewest possible number of wrinkles and "fishmouths".

F. General Seaming Requirements:

1. All geomembrane overlaps shall be continuously seamed using approved procedures.
2. Seaming shall extend to the outside edge of panels to be placed in the anchor trench.
3. If required, a firm substrate shall be provided by using a flat board, a conveyor belt, or similar hard surface, directly under the seam overlap to

achieve proper support.

4. If seaming operations are carried out at night, adequate illumination shall be provided.
5. Fishmouths or wrinkles at the seam overlaps shall be cut along the ridge of the wrinkle to achieve a flat overlap. The cut fishmouths or wrinkles shall be seamed and any portion where the overlap is inadequate shall be patched with an oval or round patch of the same geomembrane that extends a minimum of 6 inches beyond the cut in all directions.
6. At the end of each day or installation segment, all exposed geomembrane edges shall be anchored by sandbags or other approved means. Sandbags securing the geomembrane on side slopes should be connected by a rope fastened at the top of the slope by a temporary anchor. If high winds are expected, boards with weighted sand bags on top may be used to keep wind from getting under the exposed edge of the geomembrane.

G. Seaming Process:

1. Approved processes for field seaming are extrusion welding and fusion welding using equipment that the CQA Engineer has approved by make and model. Alternate processes shall not be used unless a plan for their use has been submitted by the Contractor and approved by the CQA Engineer. Seaming equipment shall not damage the geomembrane.
2. Extrusion Equipment and Procedures:
  - a. The Contractor shall maintain at least one spare operable seaming apparatus on site.
  - b. The extrusion welding apparatus shall be equipped with gauges indicating the temperature in the apparatus and at the nozzle.
  - c. Prior to beginning a seam, the extruder shall be purged until all heat-degraded extrudate has been removed from the barrel. Whenever the extruder is stopped, the barrel shall be purged of all heat-degraded extrudate.
  - d. The Contractor shall provide documentation regarding the extrudate to the CQA Engineer and shall certify that the extrudate is compatible with the specifications, and consists of the same resin as the geomembrane.
  - e. The electric generator for the extrusion welders shall be placed



either outside the area to be lined or on a smooth base or other such manner that no damage occurs to the geomembrane.

3. Fusion Equipment and Procedures:

- a. The Contractor shall maintain at least one spare operable seaming apparatus on site.
- b. The fusion welding apparatus shall be an automated vehicular mounted device equipped with gauges indicating the applicable temperatures and pressures.
- c. A movable protective layer shall be used directly below each geomembrane overlap to be seamed if deemed necessary by the CQA Resident Engineer.
- d. The electric generator for the fusion welders shall be placed either outside the area to be lined or on a smooth base or other such manner that no damage occurs to the geomembrane.
- e. All fusion welded seam intersections shall be patched in accordance with this Section.

H. Trial Seams:

1. Trial seams shall be made on fragment pieces of geomembrane to verify that seaming conditions are adequate. Such trial seams shall be made at the beginning of each seaming period (morning and afternoon). Each seamer shall make at least one trial seam each day. Trials seams shall also be made in the event that the ambient temperature varies more than 20°F since the last passing trial seam. Trial seams shall be made under the same conditions as actual seams. The trial seam sample shall be at least 5 feet long by 1 foot wide (after seaming) with the seam centered lengthwise for fusion trial seams and at least 3 feet long by 1 foot wide for extrusion trial seams. Seam overlap shall be as indicated in Part 3.03.D. of this Section.
2. Five specimens, each 1 inch wide, shall be cut from the trial seam sample by the Contractor. Two specimens shall be tested for shear strength and three specimens shall be tested for peel strength using a field tensiometer. Both tracks of double fusion welds will be tested for peel strength on each of the three specimens unless otherwise approved by the Owner. The test specimens shall not fail in the seam and shall meet or exceed the strength requirements in Table 02775-2. If a specimen fails, the entire operation shall be repeated. If the second trial seam fails, the seaming apparatus or seamer shall not be accepted and shall not be used for seaming until the

deficiencies are corrected and two consecutive successful trial seams are achieved. Trial seam failure is defined as failure of any one of the five specimens.

3. The CQA Resident Engineer will observe trial seam testing procedures. Successful trial seam samples will be assigned a number and marked accordingly by the CQA Resident Engineer, who will also log the date, hour, ambient temperature, number of seaming unit, name of seamer, and pass or fail description. The sample itself will be retained only until the construction of the liner is complete, and the liner has been accepted by the Owner.

I. Nondestructive Seam Continuity Testing:

1. Except as noted below the Contractor shall nondestructively test for continuity all field seams over their full length, using the vacuum test (primarily for extrusion seams), or air pressure test (for double fusion seams only) methods. Double fusion welds and air pressure testing are preferred. Extrusion welds and vacuum testing shall be minimized. All other test methods must be approved by the CQA Engineer. These tests shall be carried out as the seaming work progresses, not at the completion of all field seaming. The Contractor shall complete any required repairs in accordance with this Section at no additional cost to the Owner.
2. If the seam cannot be nondestructively tested after final installation the seam shall be capped with the same type of geomembrane.
  - a. If the seam is accessible to nondestructive testing prior to final installation but not after final installation, the seam shall be nondestructively tested prior to final installation.
  - b. At the discretion of the CQA Resident Engineer, vacuum testing of fusion welded seams may be allowed in lieu of capping fusion welded seams which cannot be air pressure tested.
  - c. If none of the above techniques are practical the CQA Resident Engineer will closely observe and document the seaming process.

3. Vacuum Testing

- a. The equipment for vacuum box testing shall comprise the following:
  - i. A vacuum box assembly consisting of a rigid housing, a transparent viewing window, a soft neoprene gasket

attached to the bottom, port hole or valve assembly, and a vacuum gauge.

- ii. A steel vacuum tank and pump assembly equipped with a pressure controller and pipe connections.
- iii. A rubber pressure/vacuum hose with fittings and connections.
- iv. A bucket and applicator.
- v. A soapy solution.

b. The following procedures shall be followed:

- i. Energize the vacuum pump and reduce the tank pressure to approximately 5 psi gauge.
- ii. Wet a strip of geomembrane seam approximately 4 inches by one and one half times the length (minimum) of the vacuum box with the soapy solution.
- iii. Place the box over the wetted area.
- iv. Close the bleed valve and open the vacuum valve.
- v. Ensure that a leak tight seal is created as evidenced by a negative box pressure of a minimum 5 psi gauge.
- vi. Examine the geomembrane through the viewing window for the presence of soap bubbles for not less than 10 seconds.
- vii. If no bubbles appear after 10 seconds, close the vacuum valve and open the bleed valve, move the box to the next adjoining area with a minimum 3 inches overlap, and repeat the process.
- viii. All areas where soap bubbles appear shall be marked with a marker that will not damage the geomembrane and repaired in accordance with Part 3.03.K. of this Section with no additional cost to the Owner.

4. Air Pressure Testing (For Double-Fusion Seams Only):

- a. The following procedures are applicable to those processes which produce a double seam with an enclosed space.
- b. The equipment shall comprise the following:
  - i. An air pump (manual or motor driven), equipped with a pressure gauge, capable of generating and sustaining a pressure between 25 and 30 psi, and mounted on a cushion to protect the geomembrane.
  - ii. A rubber hose with fittings and connections.
  - iii. A sharp hollow needle, or other approved pressure feed device.
- c. The following procedures shall be followed:
  - i. Seal both ends of the seam to be tested.
  - ii. Insert needle, or other approved pressure feed device, into the tunnel created by the fusion weld.
  - iii. Insert a protective cushion between the air pump and the geomembrane.
  - iv. Energize the air pump to a gauge pressure between 25 and 30 psi, close valve, and sustain the pressure for not less than 5 minutes.
  - v. If the loss of pressure exceeds 2 psi, or does not stabilize, locate faulty area and repair in accordance with Part 3.03.K. of this Section.
  - vi. At the end of the test, cut the air channel at the end of the seam opposite the needle and verify air flow to ensure that the entire seam length was tested.
  - vii. Remove the needle, or other approved pressure feed device, and repair all test penetrations in accordance with Part 3.03.K. of this Section, unless needle penetration is outside of ultimate lined area (i.e. outbound of anchor trench).

J. Destructive Testing:

1. Destructive seam tests shall be performed on samples collected from selected locations to evaluate seam strength and integrity. Destructive testing shall be carried out as the seaming work progresses, not at the completion of all field seaming.
2. Sampling:
  - a. Destructive test samples shall be collected at a minimum average frequency of one test location per 500 feet of seam length. Test locations shall be determined during seaming, and may be prompted by suspicion of excess crystallinity, contamination, offset seams, or any other potential cause of imperfect seaming. The CQA Resident Engineer will be responsible for choosing the locations of destructive seam samples. The Contractor shall not be informed in advance of the locations where the seam samples will be taken. The CQA Resident Engineer may increase the sampling frequency.
  - b. Samples shall be cut by the Contractor at the locations designated by the CQA Resident Engineer as the seaming progresses in order to obtain laboratory test results before the geomembrane is covered by another material. Each sample shall be numbered and the sample number and location identified on the panel layout drawing. All holes in the geomembrane resulting from the destructive seam sampling shall be immediately covered. The holes shall be repaired in accordance with Part 3.03.K. of this Section. The continuity of the new seams in the repaired areas shall be tested according to this Section.
  - c. Two test specimens, each 1 inch wide and 6 to 12 inches long with the seam centered parallel to the width, shall be taken. The test specimens shall be spaced a clear distance of approximately 48 inches apart. These specimens shall be tested in the field in accordance with Part 3.03.J.3 of this Section. If these samples pass the field test, a laboratory sample shall be taken and tested in accordance with 3.03.J.4. The removed destructive sample shall be at least 12 inches wide by 48 inches long with the seam centered lengthwise. The sample taken from between the field tests shall be cut into three parts and distributed as follows:
    - i. One 16-inch long portion to the Contractor.
    - ii. One 16-inch long portion to the CQA Resident Engineer for laboratory testing.

- iii. One 16-inch long portion to the CQA Resident Engineer for archive storage.

3. Field Testing:

- a. The two 1 inch wide by 6 to 12 inches long test specimens shall be tested in the field, using a tensiometer, for peel and shear adhesion. Field testing shall be the responsibility of the Contractor and shall be observed by the CQA Resident Engineer. The test specimens shall not fail in the weld and shall meet the peel strength requirements of Table 02775-2. Both tracks of double fusion welded seams shall be tested in peel and shear on each test specimen unless otherwise approved by the CQA Engineer. If any field test sample fails to pass, then the procedures outlined in Part 3.03.K. of this Section shall be followed.

4. Laboratory Testing:

- a. Laboratory testing in accordance with the CQA Plan, shall include seam shear strength and shear strain at yield (ASTM D 4437) and peel adhesion (ASTM D 4437). The minimum acceptable values to be obtained in these tests are those indicated in Table 02775-2. At least 5 1-inch wide specimens shall be tested for each test method. Specimens shall be selected alternately by test from the samples (i.e., peel, shear, peel, shear). A sample passes the laboratory tests when at least 4 out of 5 of the test specimens meet or exceed all of the test criteria. Both tracks of double fusion welded seams shall be tested in peel.

5. Destructive Test Failure:

- a. The following procedures shall apply whenever a sample fails a destructive test, whether the test is conducted by the CQA Engineer's laboratory, the Contractor's laboratory, (if used) or by a field tensiometer. The Contractor shall have two options:
  - i. The Contractor can reconstruct the seam(s) (e.g., remove the old seam(s) and reseam, or cap the seam(s)) between any two passed test locations.
  - ii. The Contractor can trace the welding path to an intermediate location, a minimum of 10 feet from the location of the failed test (in each direction) and take test specimens for an additional field destructive tests at each

location. If these field destructive tests pass, then the seam(s) shall be reconstructed between these locations. If either sample fails, then the process shall be repeated to establish the zone in which the seam shall be reconstructed. In cases exceeding 150 feet of reconstructed seam(s), a sample taken from within the reconstructed zone must pass destructive testing. Whenever a sample fails, the CQA Resident Engineer may require additional tests for seams that were formed by the same seamer and/or seaming apparatus or seamed during the same time shift at no additional cost to the Owner.

- iii. Should three consecutive failing destructives be performed on a single welding apparatus, the apparatus shall not be permitted to weld until the machine has been repaired and successfully passed three consecutive trial seams.

K. Defects and Repairs:

- 1. The geomembrane will be inspected before and after seaming for evidence of defects, holes, blisters, undispersed raw materials and any sign of contamination by foreign matter. The surface of the geomembrane shall be clean at the time of inspection. The geomembrane surface shall be swept or washed by the Contractor if surface contamination inhibits inspection.
- 2. Each suspect location, both in seam and non-seam areas shall, at the discretion of the CQA Resident Engineer, be either repaired or nondestructively tested using the methods described Part 3.03.I. of this section, as appropriate. Each location which fails nondestructive testing shall be marked by the CQA Resident Engineer and repaired by the Contractor.
- 3. When geomembrane seaming is completed (or when seaming of a significant area of a geomembrane is completed) and prior to placing overlying materials, the CQA Resident Engineer shall identify all excessive geomembrane wrinkles. The Contractor shall cut and reseam all wrinkles so identified. The seams thus produced shall be tested like any other seams.
- 4. Repair Procedures:
  - a. Any portion of the geomembrane exhibiting a flaw, or failing a destructive or nondestructive test, shall be repaired by the Contractor. Repairs to the geomembrane shall be completed to the

base of the anchor trench but are not required across the base of the anchor trench. Several repair procedures exist. The final decision as to the appropriate repair procedure shall be agreed upon between the CQA Resident Engineer and the Contractor. The procedures available include:

- i. Patching, used to repair holes, tears, intersections of fusion-welded seams, and undispersed raw materials;
  - ii. Abrading and spot extrusion welding, used to repair small sections of extruded seams and air pressure test needle holes;
  - iii. Spot seaming, used to repair areas where the geomembrane has been scratched, the geomembrane thickness has been reduced, or other minor, localized flaws exists;
  - iv. Capping, used to repair failed seams; and,
  - v. Removing failing seams and replacing them with strips of new material seamed into place (used with long lengths of fusion seams).
- b. In addition, the following shall be satisfied:
- i. Surfaces of the geomembrane which are to be repaired by extrusion methods shall be abraded prior to the repair;
  - ii. All surfaces must be clean and dry at the time of repair;
  - iii. All seaming equipment used in repair procedures must be approved by the CQA Resident Engineer;
  - iv. The repair procedures, materials, and techniques shall be approved in advance, for the specific repair, by the CQA Resident Engineer;
  - v. Patches or caps shall extend at least 6 inches beyond the edge of the defect, and all corners of patches shall be rounded with a radius of at least 3 inches; and,
  - vi. The geomembrane below large caps shall be appropriately cut to avoid water or gas collection between the two sheets.

5. Repair Verification:



- a. Each repair shall be located, logged, and nondestructively tested using the methods described in Part 3.03.I. of this Section, as appropriate. Repairs which pass the nondestructive test shall be taken as an indication of an adequate repair. Failed tests will require the repair to be redone and retested until a passing test results. At the discretion of the CQA Resident Engineer, destructive testing may be required on large repairs.

### **3.04 MATERIALS IN CONTACT WITH THE LINER**

- A. The Contractor shall not leave any tools or equipment on the geomembrane.
- B. The Contractor shall take all necessary precautions to ensure that the geomembrane is not damaged during its installation or during the installation of other components of the liner system or by other construction activities. Installation on rough surfaces shall be performed carefully. If approved by the CQA Resident Engineer, additional loosely placed geotextile sections may be used by the Contractor to protect the geomembrane.
- C. The CQA Resident Engineer will provide monitoring of the placement and spreading of soil materials over the geomembrane as required by the CQA Plan.

### **3.05 PROTECTION OF WORK**

- A. The Contractor shall use all means necessary to protect all materials and partially completed and completed work.
- B. In the event of damage, the Contractor shall make repairs and replacements necessary to the approval of the CQA Resident Engineer and at no additional cost to the Owner.
- C. The CQA Engineer will issue an approval of the geomembrane liner installation to the Owner in accordance with the CQA Plan prior to placement of any material over the geomembrane.

### **3.06 RECORD DRAWINGS**

- A. Within 7 days of the completion of installation of any layer of geomembrane liner and unless otherwise approved by the Owner, the Contractor shall provide two (2) copies of a complete "as-built" record drawing to the CQA Engineer. This record drawing shall be prepared by the Contractor and shall be at a scale of no less than 1 inch equals 30 feet.
- B. Record drawings shall include the following:
  1. The locations, dimensions, and elevations of anchor trenches.

2. The identification, size, and location of all deployed field panels of geomembrane liner (with date of deployment).
  3. The identification, length, and location of all seams (both factory and field seams).
  4. The location and type of all repairs to seams and field panels.
  5. The destructive test sample locations.
- C. The CQA Engineer will review the record drawing and either approve it or return it to the Contractor for revision. If the drawing is returned to the Contractor, he shall revise the drawing as requested by the CQA Engineer. No additional construction that would cover the installed geomembrane may be performed until the record drawing is approved by the CQA Engineer. The Contractor may submit a partial record to obtain approval for a portion of work.

**TABLE 02775-1  
REQUIRED GEOMEMBRANE**

Property	Test Method	60 mil HDPE <sup>(1)</sup>
Thickness	ASTM 5199 (Smooth)	60 mil
	ASTM 751 (Textured)	57 mil (min)
Specific Gravity	ASTM D1505	0.940
Elongation @ Yield	ASTM D638	13%
Elongation @ Break	ASTM D638 Speed C	500% Smooth
Tensile Strength @ Yield	ASTM D638 Test Specimen Type IV	132 lb/in
Tensile Strength @ Break	ASTM D638	228 lb/in
Carbon Black Content	ASTM D1603	2% to 3%
Carbon Black Dispersion	ASTM 5596	Cat 1 OR 2
Low Temperature Brittleness	ASTM D746 Procedure B	-103°F
Dimensional Stability	ASTM D1204	<1.5% (max)
Puncture Resistance	FTMS 101C	78 lb (Smooth) 78 lb (Textured)

Note:

<sup>(1)</sup>Values represent minimum average roll values (i.e., any roll in a lot should meet or exceed the values in this table). Where ranges of values are given, the average roll values must be within the specified range. The specified dimensional stability is a maximum average roll value.

TABLE 02775-2 REQUIRED GEOMEMBRANE SEAM PROPERTIES		
Property	Test Method	60 Mil HDPE <sup>(1)</sup>
1. Shear strength at yield	ASTM D4437	FTB, 90% of Parent Material
2. Shear Strain at Yield	ASTM D4437	10%
3. Peel Strength	ASTM D4437	FTB, 60% of Parent Material
Note: <sup>(1)</sup> Specified properties are typical parent material values		

[ END OF SECTION ]

## **SECTION 02780 GEOSYNTHETIC CLAY LINERS**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment supervision, transportation, and installation services necessary for the installation of the geosynthetic clay liner (GCL) of the landfill and surface impoundment. The work shall be carried out in accordance with these Specifications, the CQA Plan, and the Construction Drawings.

#### **1.02 RELATED SECTIONS**

- A. Section 02110 - Site Preparation and Earthwork
- B. Section 02710 - Geocomposite
- C. Section 02775 - Geomembrane Liners

#### **1.03 QUALIFICATIONS AND SUBMITTALS**

- A. The Contractor shall abide by all qualification and submittal requirements of the CQA Plan. The Contractor shall require the GCL manufacturer to comply with the submittal requirements of the CQA Plan.

#### **1.04 CONSTRUCTION QUALITY ASSURANCE**

- A. All work will be constructed, monitored, and tested in accordance with the requirements of the CQA Plan.
- B. The Contractor shall be aware of all activities outlined in the CQA Plan, and the Contractor shall account for these activities in the construction schedule. No additional costs to the Owner shall be allowed by the Contractor as a result of the performance of the CQA activities.
- C. GCL rolls that do not meet the requirements of this General Specification will be rejected. The Contractor shall replace rejected material with new material that conforms to the specification requirements, at no additional cost to the Owner.
- D. If the CQA tests indicate work does not meet the requirements of the specifications, the CQA Resident Engineer will establish the extent of the nonconforming area. The nonconforming area shall be reworked by the Contractor at no cost to the Owner until acceptable test results are obtained.

## **PART 2 PRODUCTS**

### **2.01 GCL PROPERTIES**

The GCL material shall be in accordance with the test methods, test frequencies and material physical properties as listed in Table 02780-1.

A. In addition to the property values listed in Table 02780-1, the GCL material shall:

1. The GCL shall be manufactured by mechanically bonding the geotextiles using a needle punching process to create frictional and shear strength characteristics.
2. In order to maintain these characteristics, no glues, adhesives or other non-mechanical bonding processes shall be used in lieu of the needle punch or stitching process. Their use to enhance the physical properties of the GCL is permitted.
3. Interface Shear Testing of Proposed Equal Materials

Interface shear tests (ASTM D 5321) shall be performed by the Geosynthetic Laboratory under the direction of the Design Engineer. Interface shear testing will be performed on fully hydrated GCL samples using a 12 inch by 12 inch shear box under test conditions described by the Design Engineer. The number of tests to be performed is based on a ratio of one test per 100,000 ft<sup>2</sup> of material. All costs related to testing and evaluation of proposed equal materials are the responsibility of the Contractor.

4. Interface Shear Testing for QA Conformance Samples

Interface shear tests (ASTM D 5321) shall be performed by the Geosynthetic Laboratory under the oversight of the CQA Engineer using test procedures determined by the Design Engineer. Tests will be performed at a frequency of one test per 100,000 ft<sup>2</sup> of material. All costs related to testing and evaluation of conformance samples is the responsibility of the Contractor.

### **2.02 MANUFACTURING QUALITY CONTROL**

- A. The Contractor shall require that the GCL Manufacturer sample and test the GCL, at the frequencies outlined in Table 02780-1 the tests shall demonstrate that the GCL properties conform to the values specified in Table 02780-1. All Quality Control testing required by these Specifications and/or conducted at the discretion of the Contractor shall be the responsibility of the Contractor. GCL rolls that do not have acceptable manufacturing quality control test results shall be rejected by the Owner.
- B. Quality Control certificates shall be issued by the GCL manufacturer to the

project engineer, CQA Resident Engineer or other designated party for each delivery of material. The certifications shall be signed by the quality control manager of the GCL manufacturer or other responsible party and shall include the following information:

1. Shipment Packing List - A list indicating the rolls shipped on a particular truckload.
2. Bill of Lading - A list indicating the rolls shipped on a particular truckload.
3. Letter of Certification - The letter indicating the material is in conformance with the physical properties specified.
4. Physical Properties Sheet - The material specification for the GCL supplied in accordance with this specification.

C. Quality Control submittals shall be issued by the GCL manufacturer to the project engineer, CQA Resident Engineer or other designated party for each lot of material if necessary. The submittals shall include the following information:

1. Bentonite Manufacturer Certification - Bentonite manufacturer quality documentation for the particular lot of clay used in the production of the rolls delivered.
2. Geotextile Manufacturer Certification - Geotextile manufacturer quality control documentation for the particular lots of geotextiles used in the production of the rolls delivered.
3. GCL Manufacturer Tracking List - Cross referencing list delineating the corresponding geotextile and bentonite lots for the materials used in the production of the rolls delivered.
4. Manufacturing Quality Control Data - The manufacturing quality control test data indicating the actual test values obtained when tested at the appropriate frequencies for the properties specified in Table 02780-1.

## **2.03 LABELING**

A. The GCL shall be labeled with the following information:

1. Length and width of the roll or factory panel;
2. Name of Manufacturer;
3. Product identification;
4. Lot number; and,
5. Roll or factory panel number.

**2.04 TRANSPORTATION**

- A. Transportation of the GCL is the responsibility of the Contractor. The Contractor shall be liable for all damage to materials prior to and during transportation to the site. The Contractor shall replace any damaged rolls at no additional cost to the Owner.

**2.05 HANDLING AND STORAGE**

- A. Handling, storage, and care of the GCL prior to and following incorporation in the work is the responsibility of the Contractor. The Contractor shall be liable for all damage to the material incurred prior to final acceptance of the installation by the Owner. The Contractor shall repair any damage in accordance with this Section and at no additional cost to the Owner.
- B. The Contractor shall be responsible for storage of the GCL at the site. The GCL shall be protected from water, dirt, puncture, cutting, or other damaging or deleterious conditions. The GCL shall also be stored in accordance with any additional requirements of the GCL Manufacturer.
1. GCL should be stored no higher than three to four rolls high or limited to the height at which the handling apparatus may be safely handled by installation personnel. Stacks or tiers of rolls should be situated in a manner that prevents sliding or rolling.
  2. Rolls shall not be stacked on uneven or discontinuous surfaces as this may cause bending or deformation of the rolls and in turn damage the GCL or cause difficulty inserting the core pipe.
  3. An additional tarpaulin or plastic sheet shall be used over the stacked rolls to provide extra protection for GCL material stored outdoors.
  4. Bagged bentonite material shall be stored and tarped next to GCL rolls unless other more protective measures are available. Bags shall be stored on pallets or other suitably dry surface which will prevent undue prehydration.
- C. GCL must be supported during handling to ensure worker safety and prevent damage to the liner. Under no circumstances should the rolls be dragged, lifted from one end, lifted with only the forks of a lift truck or pushed to the ground from the delivery vehicle. The CQA Resident Engineer shall verify that suitable handling equipment exists which does not pose any danger to installation personnel or risk of damage or deformation to the GCL material itself. Typical handling equipment is described below:
1. Spreader Bar Assembly - A spreader bar assembly shall include both a core pipe or bar and a spreader bar beam. The core pipe shall be used to

uniformly support the roll when inserted through the GCL core while the spreader bar beam will prevent chains or straps from chafing the roll edges.

2. Stinger - A stinger is a rigid pipe or rod with one end directly connected to a forklift or other handling equipment. If a stinger is used, it should be fully inserted to its full length into the roll to prevent excessive bending of the roll when lifted.
3. Roller Cradles - Roller cradles consist of two larger diameter rollers spaced approximately 3 inches apart which both support the GCL roll and allow it to be freely unrolled. The use of roller cradles shall be permitted if the rollers support the entire width of the GCL roll.
4. Straps - Straps may be used to support the ends of the spreader bars but are not recommended as the primary support mechanism. As straps may damage the GCL where around the roll and generally do not provide sufficient uniform support to prevent roll bending or deformation, great care must be exercised when this option is used.

## **PART 3 EXECUTION**

### **3.01 EARTHWORK**

The surface upon which the GCL material will be installed shall be inspected by the CQA Engineer and certified by the Earthwork Contractor to be in accordance with the requirements of this specification.

- A. Site specific compaction requirements should be followed in accordance with the project drawings and specifications. At a minimum, the level of compaction should be such that no rutting is caused by installation equipment or other construction vehicles which traffic the area of deployment.
- B. The surfaces to be lined shall be smooth and free of any debris, vegetation, roots, sticks, sharp rocks, or other deleterious materials larger than one inch as well as free of any voids, large cracks or standing water or ice.
- C. Directly prior to deployment of the GCL, the subgrade shall be final graded to fill remaining voids or desiccation cracks, and smooth drum rolled to eliminate sharp irregularities or abrupt elevation changes. The surfaces to be lined shall be maintained in this smooth condition.

### **3.02 ANCHOR TRENCH**

An anchor trench shall be excavated by the earthwork contractor or liner installer to the lines and grades shown on the project drawings.



- A. The anchor trench shall be constructed free of sharp edges or corners and maintained in a dry condition. No loose soil shall be permitted beneath the GCL within the trench.
- B. The anchor trench shall be inspected as well as approved by the CQA Resident Engineer prior to the GCL placement, back-filling and compaction of the anchor key material.

### **3.03 SUBGRADE INSPECTION**

The earthen or geosynthetic subgrade shall be continuously inspected, approved and certified by the CQA Resident Engineer prior to GCL placement.

Upon approval by the CQA Resident Engineer, it shall be the installer's responsibility to indicate to the Engineer any change in the condition of the subgrade that could cause it to be out of compliance with any of the requirements of this section or the project specific specification.

### **3.04 GCL DEPLOYMENT**

- A. GCL Orientation - In the absence of specific guidelines, GCL panels should be placed with the non-woven side up on slopes to maximize the shear strength characteristics.
- B. GCL Panel Position - Where possible, all slope panels should be installed parallel to the maximum slope while panels installed in flat areas require no particular orientation.
- C. Panel Deployment - GCL materials shall be installed in general accordance with the procedures set forth in this section, subject to site specific conditions which would necessitate modifications. Reinforced GCL shall be used on both slopes as well as the flat areas to ensure the GCL withstands the rigors of the installation and subsequent low load hydration.
  - 1. Deployment should proceed from the highest elevation to the lowest to facilitate drainage in the event of precipitation.
  - 2. The GCL may be deployed on slopes by pulling the material from a suspended roll, or securing a roll end into an anchor trench and unrolling each panel as the handling equipment slowly moves backwards.
  - 3. Deployment on flat areas shall be conducted in the same manner as that for the slopes, however, care should be taken to minimize dragging the GCL. Slip-sheet may be used to facilitate positioning of the liner while ensuring the GCL is not damaged from underlying sources.
  - 4. Overlaps shall be a minimum of 6 inches and be free of wrinkles or folds.

- 
5. The Contractor shall only install as much GCL that can be covered at the end of the day. No GCL shall be left exposed overnight. The exposed edge of the GCL shall be covered by a temporary tarpaulin or other such water resistant sheeting until the next working day.
- D. Anchoring - All GCL material installed on slopes greater than 7H:1V shall be anchored to prevent potential GCL panel movement.
1. Standard Anchor - The GCL shall be placed into and across the base of the excavated trench, stopping at the back wall of the excavation as shown on the drawing.
- E. Seaming - A 6-inch lap line and a 9-inch match line shall be imprinted on both edges of the upper geotextile component of the GCL to assist in installation overlap quality control. Lines shall be printed as continuous dashes in easily observable non-toxic ink.
1. Overlap seams shall be a minimum of six inches on panel edges and one foot on panel ends.
2. Loose granular bentonite should be placed between panels at a rate of 1/4 pound per linear foot of seam.
- F. Detailing - Detail work, defined as the sealing of the liner to pipe penetrations, foundation walls, drainage structures, spillways, and other appurtenances, shall be performed as recommended by the Design Engineer and the GCL Manufacturer.
- G. Damage Repair - Prior to geomembrane material placement, damage to the GCL shall be identified and repaired by the installer. Damage is defined as any rips or tears in the geotextiles, delamination of geotextiles or a displaced panel.
1. Rip and Tear Repair (Flat Surfaces) - Rips or tears may be repaired by completely exposing the affected area, removing all foreign objects or soil and by then placing a patch cut from unused GCL over the damage (damaged material may be left in place), with a minimum of overlap of 12 inches on all edges.
2. Rip and Tear Repair (Slopes) - Damaged GCL material on slopes shall be repaired by the same procedures above. The minimum overlap of 12 inches on all edges may be increased as recommended by the CQA Resident Engineer.
3. Displaced Panels - Displaced panels shall be adjusted to the correct position and orientation. The adjusted panel shall then be inspected for any geotextile damage or bentonite loss. Damage shall be repaired by the above procedure.
-

4. Premature Hydration - If the GCL is subjected to premature hydration, the GCL installer shall notify the CQA Resident Engineer for a site specific determination as to whether the material is acceptable or if alternative measures must be taken to ensure the quality of the GCL.

### 3.05 MATERIALS IN CONTACT WITH THE GCL

- A. The Contractor shall not leave any tools or equipment on the GCL.
- B. The Contractor shall take all necessary precautions to ensure that the GCL is not damaged during its installation or during the installation of other components of the landfill or by other construction activities. Installation on rough surfaces shall be performed carefully.
- C. The CQA Resident Engineer will provide monitoring of the placement and spreading of soil materials over the GCL. Equipment shall not be driven directly on the GCL. Unless otherwise specified by the Owner, all equipment operating on materials overlying the GCL shall comply with the following:

<u>Maximum Allowable Equipment Ground Pressure (psi)</u>	<u>Thickness of Soil Above GCL (inches)</u>
<5	12
<10	18
<20	24
>20	36

The maximum allowable equipment ground pressure shall be 65 psi. The acceptability of equipment operating at ground pressures greater than 65 psi will be evaluated by the Owner at the Contractor's expense.

- D. Installation of the overlying geosynthetic component can be accomplished through the use of lightweight, rubber-tired equipment such as a 4-wheel all-terrain vehicle (ATV). This vehicle can be driven directly on the GCL, provided the ATV makes no sudden stops, starts, or turns.
- E. Smooth HDPE may be dragged across the GCL surface with equipment or by hand labor during positioning. Similarly, the HDPE may be unrolled with the use of low ground pressure equipment.
- F. If a textured geomembrane is placed over the GCL, a slip sheet (such as 20-mil smooth HDPE) shall first be placed over the GCL in order to allow the geomembrane to slide into its proper position. Once the overlying geomembrane is properly positioned, the slip-sheet shall be carefully removed paying close attention to avoiding any movement to the geomembrane.

### **3.06 PROTECTION OF THE WORK**

- A. The Contractor shall use all means necessary to protect all materials and partially completed and completed work.
- B. In the event of damage, the Contractor shall make repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.
- C. The CQA Resident Engineer will issue an approval of the GCL liner installation to the Owner in accordance with the CQA Plan prior to placement of any material over the GCL.

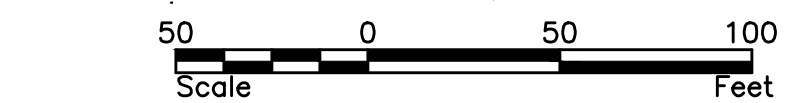
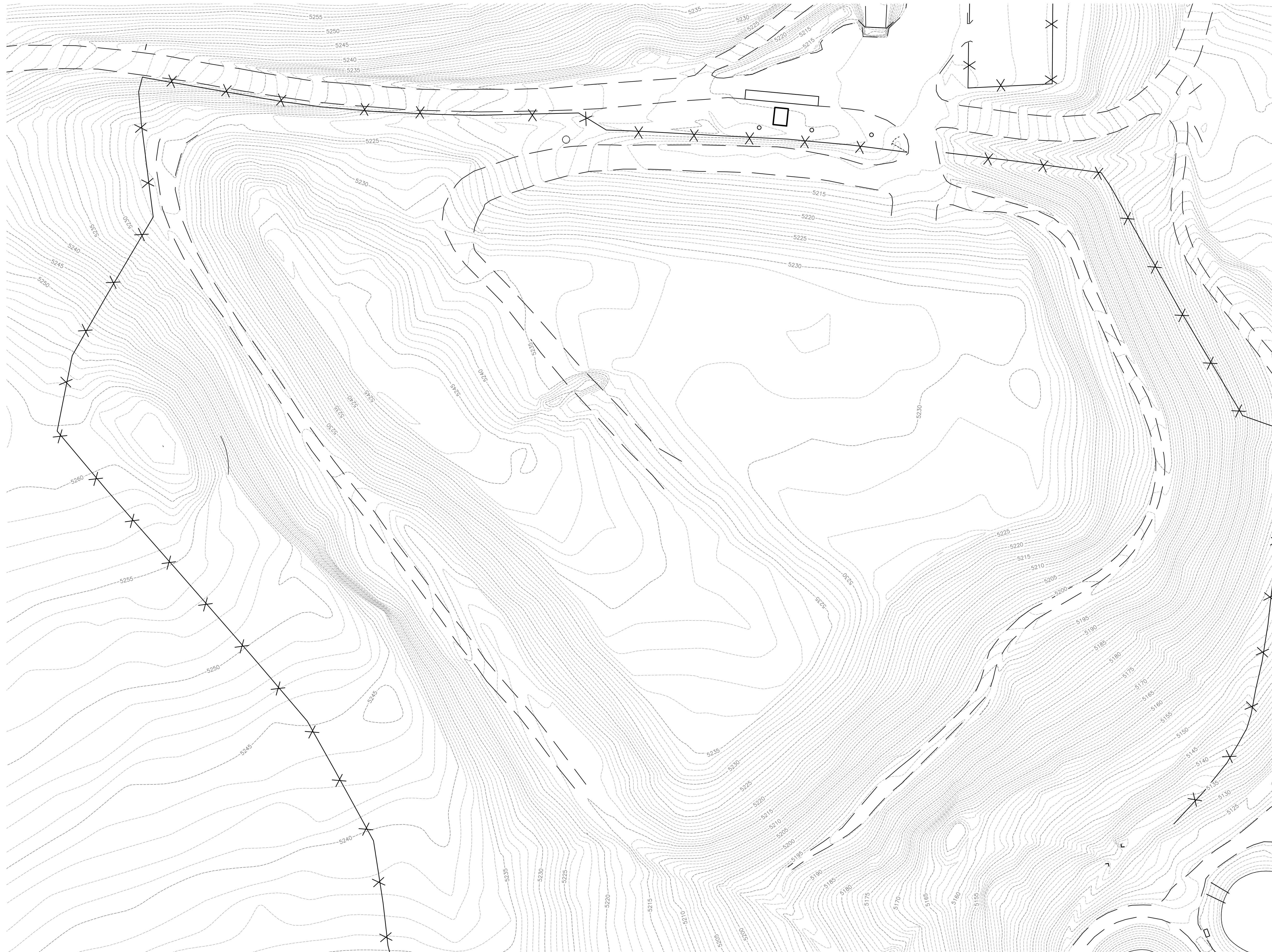
**TABLE 02780-1  
REQUIRED GCL PROPERTIES<sup>(4)</sup>**

Geotextile Properties	Test Method	Manufacturer's QC Minimum Test Frequency	Value -English-	Value -SI-
Nonwoven Mass/Unit Area	ASTM D 5261	1/ 200,000 sq. ft (1/20,000 sq. m)	7.4 oz./yd <sup>2</sup> Typical 6.0 oz./yd <sup>2</sup> MARV	250 g/m <sup>2</sup> Typical 200 g/m <sup>2</sup> MARV
Woven	ASTM D 5261	1/ 200,000 sq. ft (1/20,000 sq. m)	3.4 oz./yd <sup>2</sup> Typical 3.1 oz./yd <sup>2</sup> MARV	115 g/m <sup>2</sup> Typical 105 g/m <sup>2</sup> MARV
<b>BENTONITE</b>				
Swell Index	ASTM D 5890	1/100,000 lbs. (50,000 kg)	24 ml/2g min.	24 ml/2g min.
Moisture Content	ASTM D 4643	1/100,000 lbs. (50,000 kg)	12% max.	12% max.
Fluid Loss	ASTM D 5891	1/100,000 lbs. (50,000 kg)	18 ml max.	18 ml max.
<b>FINISHED GCL<sup>(4)</sup></b>				
Bentonite Mass Per Unit Area <sup>1</sup>	ASTM D 5261	1/ 40,000 sq. ft (1/4,000 sq. m)	0.90 lb./sq. Ft MARV	4.39 kg/m <sup>2</sup> MARV
Grab Strength <sup>2</sup>	ASTM D 4362	1/ 40,000 sq. ft (1/4,000 sq. m)	95 lbs MARV	422 N MARV
Grab Elongation <sup>2</sup>	ASTM D 4632	1/ 40,000 sq. ft (1/4,000 sq. m)	75% Typical	75% Typical
Permeability <sup>3</sup>	ASTM D 5084	1/100,000 sq. ft (1/10,000 sq. m)	5 x 10 <sup>-9</sup> cm/sec max	5 x 10 <sup>-9</sup> cm/sec max
Notes: 1. Oven-dried measurement reflecting a moisture content of zero. 2. Measured at maximum peak, in the weakest principal direction. 3. De-Aired Tap Water @ 5 psi maximum effective confining stress and 2 psi head. 4. Internal shear strength testing (ASTM D 5321) of QA conformance samples or proposed equal material will be performed by the CQA Engineer as described in this specification.				

**[ END OF SECTION ]**

# **BUCKHEAD MESA CONSTRUCTION DRAWINGS**





TOPOGRAPHY FROM MARCH 03, 2014 AERIAL.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

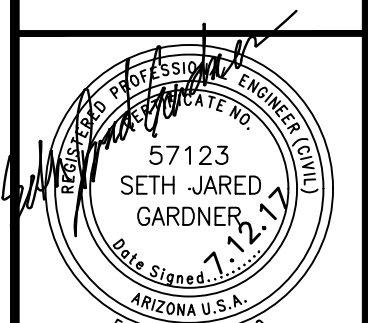


PROJECT: EXISTING CONDITIONS  
BUCKHEAD MESA LANDFILL

GILA COUNTY RECYCLING AND LANDFILL MANAGEMENT  
GILA COUNTY, ARIZONA



REVISIONS:

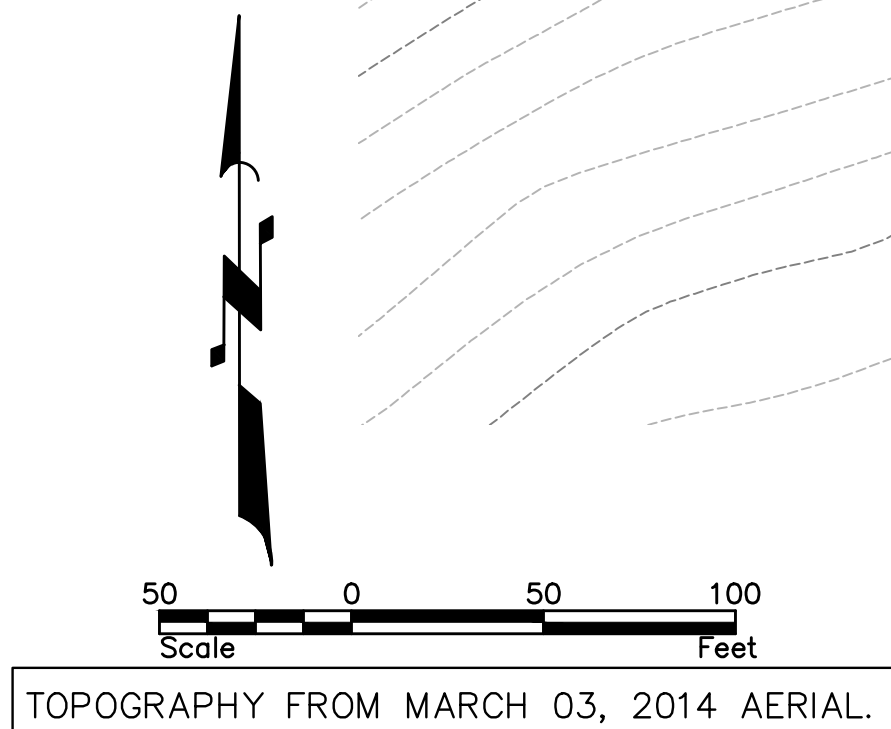


PM.	R. PETRUS
DR.	J. GARDNER
JOB NO. 17000115	
FILE NO. 140303LB	
EX01	

SHEET NO.  
**1 OF 2**



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EXISTING TOPOGRAPHY (2014)

STAGE 3 PROPOSED TOPOGRAPHY

STAGE 3 ANCHOR TRENCH

EXISTING ANCHOR TRENCH



SHEET NO.  
**2 OF 2**





**CONSTRUCTION QUALITY ASSURANCE  
PLAN FOR THE BUCKHEAD MESA  
PHASE 3 LANDFILL CONSTRUCTION  
GILA COUNTY, ARIZONA**

**Prepared for:**

**Board of Supervisors  
Gila County Arizona  
1400 Ash Street  
Globe, Arizona 85501**

**Prepared by:**

**Atwell, LLC  
4700 E. Southern Avenue  
Mesa, Arizona 85206**

**July 2017**

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**ATTACHMENTS**

Attachment A - Borrow Area Geotechnical Test Results

## SECTION I - GENERAL

### 1.0 INTRODUCTION

This Construction Quality Assurance (CQA) Plan for the Gila County Buckhead Mesa Landfill Expansion construction, Gila County, Arizona, has been prepared to fulfill the requirements of Arizona Department of Environmental Quality (ADEQ), as set forth in Arizona Administrative Code (AAC) and the Arizona Revised Statutes (ARS).

The CQA Plan addresses the construction quality assurance of the soils, geosynthetics, and related liner and leachate removal system components for the landfill construction. The CQA Plan is divided into the following sections:

- Section I: General;
- Section II: Soils CQA;
- Section III: Geosynthetic Clay Liner (GCL) CQA;
- Section IV: Geomembrane CQA;
- Section V: Geocomposite CQA; and
- Section VI: CQA Documentation.

### 2.0 DEFINITIONS RELATING TO CONSTRUCTION QUALITY ASSURANCE

#### 2.1 Construction Quality Assurance and Construction Quality Control

The CQA Plan is a site-specific document which addresses the following: (i) CQA personnel responsibilities, authorities, and qualifications; (ii) inspection, monitoring, and testing activities necessary to ensure that the facility is constructed to meet or exceed design criteria, plans, and specifications; and (iii) CQA documentation requirements.

Construction Quality Assurance (CQA) - A planned and systematic pattern of the means and actions designed to provide adequate confidence that items or services meet contractual and regulatory requirements, and will perform satisfactorily in service.

Construction Quality Control (CQC) - Those actions which provide a means to measure and control the characteristics of an item or service to meet contractual and regulatory requirements.

#### 2.2 Use of the Terms in This Plan

In the context of this document:

- Construction Quality Assurance (CQA) refers to means and actions employed by the CQA Engineer to assure conformity of liner system preparation, production, and installation with this CQA Plan, the Specifications, and the Construction

Drawings. CQA is provided by a party independent from the product Manufacturer and Contractor.

Construction Quality Control (CQC) refers to those actions taken by Manufacturers, Suppliers, Contractors, or Owners, including their designated representatives, to ensure that the materials and the workmanship meet the requirements of the Specifications, and the Construction Drawings. In the case of soils, and within this CQA Plan, CQC is typically made a part of the CQA requirements and is provided by the CQA Engineer. In the case of geosynthetic and other non-soil components, CQC is provided by the Manufacturers and installers of the various geosynthetics.

### **3.0 PARTIES TO CONSTRUCTION QUALITY ASSURANCE**

#### **3.1 Description of the Parties**

##### **3.1.1 Design Engineer**

The Design Engineer is the individual, firm or corporation having direct responsibility for the design of the landfill or surface impoundment structure. During construction, the Design Engineer must approve any significant deviation from the design requirements of the Contract Documents. The Design Engineer may be an employee of the Owner. An individual representing the Design Engineer directly responsible for the project must be licensed as a Professional Engineer in the State of Arizona.

##### **3.1.2 Contractor**

The individual, firm, or corporation undertaking the execution of the work under the terms of the Contract Documents. The Contractor may be responsible for constructing the entire liner system (earthwork and geosynthetics), or only selected components of the liner system. The reference to Contractor refers to the General Contractor and all subcontractors which the General Contractor may employ in meeting the requirements of the Contract Documents.

##### **3.1.3 Resin Supplier**

The Resin Supplier produces and delivers resin to the Manufacturer of geosynthetic materials or polymer based products such as pipe.

##### **3.1.4 Manufacturer**

The Manufacturer manufactures a specific component (e.g., geomembrane, geotextile, or pipe) of the proposed liner system. Delivery may be accomplished by the manufacturer, a supplier, or the Contractor. In the Specifications, the term Manufacturer may refer to the geomembrane Manufacturer, geotextile Manufacturer, or pipe Manufacturer.



### 3.1.5 Construction Quality Assurance Engineer

The CQA Engineer is an individual, firm, or corporation, independent from the Owner, Contractor, and Manufacturer, that observes, performs oversight on tests, and documents activities related to the CQA of the earthworks at the site, and observes, performs oversight on tests, and documents activities related to the CQA of the installation of the geosynthetic components of the liner system. The CQA Engineer observes, performs oversight on tests, and documents activities related to the CQA of pipes and other liner system components. The CQA Engineer must provide an engineer which directly manages the CQA activities who is a Professional Engineer licensed in the State of Arizona. The CQA Engineer may be the same as the Design Engineer. The CQA Engineer may be represented on-site by the CQA Resident Engineer.

### 3.1.6 Soils Construction Quality Assurance Laboratory

The Soils CQA Laboratory is independent from the Owner, Gravel Supplier, Granular Material Supplier, and Contractor. The Soils CQA Laboratory conducts tests in the laboratory (which may be on site or off site) on samples of soil taken from the borrow pits, stockpiles, or the liner system.

### 3.1.7 Geosynthetics Construction Quality Assurance Laboratory

The Geosynthetics CQA Laboratory is independent from the Owner, Resin Supplier, Manufacturer, and Contractor. The Geosynthetics CQA Laboratory conducts tests on samples of geosynthetics taken from the site. The Geosynthetics CQA Laboratory may also conduct tests on pipes or other liner system components. The Geosynthetics CQA Laboratory service cannot be provided by any party involved with the manufacture or installation of any of the geosynthetic components.

### 3.1.8 Owner

In this CQA Plan, the term "Owner" refers specifically to Gila County which also operates the landfill and surface impoundment.

## 3.2 Qualifications of the Parties

### 3.2.1 Design Engineer

The representative of the Design Engineer who is directly responsible for the project will be a qualified Professional Engineer licensed in the State of Arizona. The Design Engineer will have a history which demonstrates familiarity with all liner system components, including detailed design methods and procedures.

### 3.2.2 Geomembrane Installer

The Geomembrane Installer (who may be either the Contractor or a subcontractor to the Contractor) will be trained and qualified to install geosynthetics, as well as other liner system components such as pipe, if necessary.

All personnel performing seaming operations will be qualified by experience (i.e., each seamer will have installed no less than 100,000 square feet of geomembrane using the same methods of seaming that will be used on this project). At least one seamer will have experience seaming a minimum of 1,000,000 square feet of geomembrane using the same method of seaming that will be used on this project. The most experienced seamer, the "master seamer", will provide direct supervision, as required, over less experienced seamers. Field seaming may not take place without an approved master seamer being present.

The Contractor will provide the Owner and CQA Engineer with a list of proposed seaming personnel and their professional records. Any proposed seaming personnel deemed insufficiently experienced will not be accepted by the Owner or will be required to pass a seaming test prior to working on the Project.

### 3.2.3 Construction Quality Assurance Engineer Personnel

Personnel representing the CQA Engineer shall be properly trained and qualified to perform oversight on the testing and inspection of soils, including high- and low-permeability soils, geosynthetics, including geomembranes, geotextiles, and pipe. The CQA Engineer will predominately be represented by the CQA Resident Engineer who has direct responsibility for management of the on-site CQA activities. The CQA Resident Engineer will be experienced in landfill construction and CQA.

### 3.2.4 Soils Construction Quality Assurance Laboratory

The Soils CQA Laboratory will have experience with the physical testing of soils, meet all applicable regulatory requirements, and be familiar with ASTM and other required test standards. The Soils CQA Laboratory will be capable of providing test results in accordance with the specifications.

### 3.2.5 Geosynthetics Construction Quality Assurance Laboratory

The Geosynthetics CQA Laboratory will have experience in testing geosynthetics and other relevant liner system components and be familiar with ASTM and other applicable test standards.

### 3.3 Duties of Construction Quality Assurance Engineer

The overall responsibility of the CQA Engineer is to perform or oversee those activities specified in the CQA Plan (e.g., inspection, sampling, perform oversight on testing, and documentation of final certification). At a minimum, the CQA Engineer will be represented by a CQA Resident Engineer and the necessary supporting CQA inspection personnel. Specific responsibilities of the CQA Resident Engineer may include:

- Review design criteria, plans, and specifications for clarity and completeness so that the CQA Plan can be implemented.
- Schedule and coordinate CQA inspection activities.
- Confirm that regular calibration of testing equipment is properly conducted and recorded;
- Confirm that the testing equipment, personnel, and procedures do not change adversely over time and verifying that changes do not adversely impact the inspection process;
- Confirm that the test data are accurately recorded and maintained; and,
- Verify that the raw data are properly recorded, validated, reduced, summarized, and interpreted.
- Provide to the Owner inspection results reports including:
  - review and interpretation of data sheets and reports;
  - identification of work that should be accepted, rejected, or uncovered for observation, or that may require special testing, inspection, or approval; and,

- rejection of defective work and verification that corrective measures are implemented.
- Verify that the Contractor's construction quality control plan, if required, is in accordance with the site-specific CQA Plan.
- At the Owner's request, report to the Contractor results of observations and tests as the work progresses and interact with the Contractor to provide assistance in modifying the materials and work to comply with the specified design.
- Assist with the preparation of the final report required by the CQA Plan.
- Perform independent on-site inspection of the work in progress to verify conformance with the facility design criteria, plans, and specifications;
- Report to the CQA Engineer results of all inspections including work that is not of acceptable quality or that fails to meet the specified design.

#### **4.0 SCOPE OF CONSTRUCTION QUALITY ASSURANCE**

The scope of this CQA Plan includes the CQA of the foundation subgrade, prepared subgrade, and protective soil. The CQA Plan also includes the CQA of manufacturing, shipping, handling, and installing of all geosynthetics.

The CQA Plan does not provide for Construction Quality Control which the Contractor may independently undertake to facilitate the Contractor's achieving his requirements under the Specifications.

#### **5.0 UNITS**

In this CQA Plan, all properties and dimensions are expressed in customary U.S. units.

#### **6.0 REFERENCES**

##### **6.1 Applicable Organizations**

Organizations whose standards are referenced in the CQA Plan and the Specifications are as follows:

- ASTM - American Society for Testing and Materials;

- GRI - Geosynthetic Research Institute;
- ADEQ – Arizona Department of Environmental Quality
- OSHA - Occupational Safety and Health Administration; and,
- USEPA - United States Environmental Protection Agency.

## 6.2 Applicable Standards

Any reference to standards of any society, institute, association, or governmental agency will pertain to the edition in effect as of the date of this CQA Plan, unless stated otherwise.

## **SECTION II - SOILS CONSTRUCTION QUALITY ASSURANCE**

### **1.0 INTRODUCTION**

This section of the CQA Plan addresses the soils components of the liner including the foundation subgrade, prepared subgrade, sump gravel, and protective soil system and specifies the soils CQA program to be implemented with regard to material evaluation, laboratory test requirements, field test requirements, and treatment of problems.

### **2.0 FOUNDATION SUBGRADE**

#### **2.1 Verification of Foundation Subgrade Continuity**

- When the excavation of the landfill or surface impoundment is completed, the CQA Engineer will:
- Inspect the foundation subgrade on the side slopes and base of the Landfill or surface impoundment and note areas of weak or excessively weathered foundation subgrade material, and
- Observe the proof rolling of the base of the Landfill or surface impoundment and note areas that exhibit excessive rutting, heaving, or softening.

Backfill material in the excavation will be structural fill material that will be placed and compacted. The CQA Resident Engineer will observe any excavation and backfilling operations.

The CQA Resident Engineer will report any problems or deviations from the above requirements to the CQA Engineer.

#### **2.2 Construction Quality Assurance Evaluation**

If backfilling of the foundation subgrade is required, then the minimum frequency of soils testing for CQA purposes will conform to the minimum frequencies presented in Table II-1. Unless otherwise required by the CQA Engineer, the structural fill shall be compacted a moisture content between 3 percent dry of optimum to 3 percent wet of optimum and at a minimum dry unit weight of 95 percent of maximum area dry unit weight determined in the Standard Proctor Compaction test (ASTM D698).

Nuclear density meter test methods will be used for the field testing of the in-situ dry unit weight and moisture content of the in-place, compacted fill. Drive cylinder tests and oven moisture content tests may be conducted to calibrate the results of the nuclear density meter and in cases of uncertainty with the nuclear density meter test results.

If an area in the fill is discovered that does not meet specification, the CQA Resident Engineer will determine the extent and nature of the area. The CQA Resident Engineer will determine the

extent of the area by additional tests, observations, a review of records, or other means that the CQA Resident Engineer deems appropriate. After the extent of the area is determined, the CQA Resident Engineer will observe and document that the deficiency is corrected by the Contractor before any additional work is performed in the area of the deficiency.

### 2.3 Surveying

A Professional Land Surveyor licensed in the State of Arizona will perform the CQA survey. The Surveyor will survey the excavation to confirm that the grades and elevations in the field agree with those shown on the Construction Drawings. CQA Surveys will be conducted in accordance with the requirements described in Part 6.0 of Section II.

The CQA Engineer and the Owner will review and approve the survey results before the next phase of the lining system is constructed.

## 3.0 PREPARED SUBGRADE PLACEMENT

### 3.1 Prepared Subgrade Placement and Compaction

The CQA Engineer will verify and document that the prepared subgrade is constructed to the elevations, grades, and thicknesses shown on the Construction Drawings, with material meeting the requirements of the Specifications as determined by the test methods and frequencies specified within this CQA Plan.

Prior to the placement of the prepared subgrade, the CQA Resident Engineer will observe and document that:

- All or an approved portion of the excavation are complete, and that a survey has been conducted to verify that the subgrade grades and elevations conform to the Construction Drawings;
- The subgrade meets specifications as determined by the test requirements of this CQA Plan;
- The surface of the subgrade is free of debris, wet and soft areas, ponded water, vegetation, mud, ice or frozen material; and,
- If frozen subgrade material is encountered, it is removed and replaced in accordance with the Specifications.

During placement and compaction of the prepared subgrade, the CQA Resident Engineer will observe and document that:

- The prepared subgrade material meets the requirements of the Specifications as determined by the CQA testing methods and frequency in Table II-2;
- Perforations in the prepared subgrade resulting from CQA testing will be filled with granular bentonite or soil lining fines by the CQA Resident Engineer

performing the tests. Such perforations may include, but are not limited to, the following:

- \* Nuclear density test probe locations;
  - \* Shelby tube sample locations; and,
  - \* Drive cylinder test locations.
- Test pits or other large excavations required for CQA purposes shall be backfilled by the contractor in accordance with the Specifications for the material excavated.

The CQA Resident Engineer will document the properties of the prepared subgrade as determined by the test methods and frequency prescribed by this CQA Plan and will report any nonconformance with the Specifications to the CQA Engineer.

### 3.2 Construction Quality Assurance Evaluation

Construction quality assurance testing is required of the prepared subgrade, and the Contractor must take quality assurance testing into account when planning his construction schedule. Nuclear density meter test methods will be used for testing the in-situ compacted dry unit weight and moisture content of the materials. Drive cylinder tests and oven moisture content tests will be used to calibrate the reading of the nuclear density meter and in cases of uncertainty with the nuclear density meter readings. Any discrepancies between test results will be resolved by the CQA Engineer and the Owner. The CQA Resident Engineer will conduct moisture, and density tests as specified in Table II-2.

The testing frequency during prepared subgrade construction may be increased at the discretion of the CQA Resident Engineer when visual observations of construction performance indicate potential problems.

If an area in the prepared subgrade is discovered that does not meet specifications, the CQA Resident Engineer will determine the extent and nature of the area. The CQA Resident Engineer will determine the extent of the defective area by additional tests, observations, a review of records, or other means that the CQA Engineer deems appropriate. After the extent of the area is determined and has been remedied by the Contractor, the CQA Resident Engineer will observe and document that the deficiency is corrected by retesting repaired areas before any additional work is performed by the Contractor in the area of the deficiency.

Based on the requirements of the Specifications, the Contractor will be required to use all means necessary to protect all prior work, as well as all materials and completed work of other Sections. In the event of damage, the Contractor will be required to immediately make all repairs and replacements necessary. The CQA Resident Engineer will observe and document that all damages are repaired.

### 3.3 Surveying



A Professional Land Surveyor licensed in the State of Arizona will perform the CQA surveys. The Surveyor will survey the elevations and grades of the prepared subgrade surfaces to confirm that the lines and elevations in the field agree with those shown on the Construction Drawings. Surveys will be conducted in accordance with the requirements described in Part 6.0 of Section II.

The results of the survey conducted by the will be reviewed by the CQA Engineer and the Owner. The CQA Engineer will approve the survey results before the next phase of the liner system (GCL installation) is constructed.

## **4.0 PROTECTIVE SOIL LAYER**

### **4.1 Placement**

Prior to the placement of the protective soil layer, the CQA Engineer will observe and document that:

- The underlying geocomposite is free of holes, tears, excessive wrinkles, or foreign objects; and,
- All work on underlying layers is complete and accepted by the Owner.

During placement of the protective soil layer, the CQA Engineer will observe and document that:

- The protective soil is placed in accordance with the Specifications;
- Total thickness of the protective soil layer agree with the requirements of the Specifications;
- If excessive wrinkles begin to develop in the underlying geosynthetics during material placement or spreading, the wrinkles are worked out prior to continued placement operations;
- The protective soil layer is lightly compacted as described in the Specifications;
- The protective soil is placed on the side slopes to the limits shown on the construction drawings; and,
- No protective soil layer material is placed or compacted during periods of unfavorable weather conditions.

### **4.2 Conformance Evaluation**

There are no CQA testing requirements for the protective soil layer, other than thickness and maximum particle size requirements.

If damage to underlying geosynthetics is expected, the CQA Engineer will require that the overlying protective soil layer material be removed to expose the geosynthetics.

The Contractor will be required to use all means necessary to protect all prior work, as well as all materials and completed work of other Sections. In the event of damage, the Contractor will be required to immediately make all repairs and replacements necessary. The CQA Engineer will verify and document that all damages are repaired.

#### 4.3 Surveying

A Professional Land Surveyor licensed in the State of Arizona will perform the CQA surveys. The CQA surveyor will independently survey the elevations and grades of the top of the protective soil layer on the base and side-slopes of the landfill, and to confirm that the grades and elevations in the field agree with those shown on the Construction Drawings. The CQA surveys will be performed in accordance with the requirements described in Part 6.0 of Section II.

### 5.0 SURVEYING

The Surveyor will be required to survey each soil layer of the liner system for the landfill or surface impoundment in accordance with the requirements of the Specifications. The surveys will be conducted at a 100 foot grid. All grade break lines will be surveyed. All pipes for leachate detection, collection and/or removal will be surveyed at start and end points. The survey will include enough information to confirm that the following features of the or surface impoundment are constructed in accordance with the Construction Drawings:

- Toe of slope;
- Crest of slope;
- Grade breaks;
- Anchor trench;
- Temporary diversion berms and liner terminations; and,
- Perimeter drainage ditches.

TABLE II-1 MINIMUM FREQUENCY OF TESTING FOR CQA EVALUATION OF STRUCTURAL FILL		
Test	Frequency	Standard Test Method
Material Properties		
Standard Proctor	1 per 5,000 cy placed (minimum 1 per source)	ASTM D 698
Sieve Analysis	1 per 5,000 cy placed (minimum 1 per source)	ASTM D 422
Atterberg Limits	1 per 5,000 cy placed (minimum 1 per source)	ASTM D 4318
IN PLACE		
Nuclear Density Meter (100 ft. grid)		
In-Situ Moisture Content	1 per 10,000 ft <sup>2</sup> per lift	ASTM D 3017
In-Situ Dry Unit Weight	1 per 10,000 ft <sup>2</sup> per lift	ASTM D 2922
Calibration And Check (at the discretion of the CQA Resident Engineer)		
Oven Moisture Contents (In-Situ Moisture Content)	1 per day of fill placement	ASTM D 2216
Drive Cylinder Density	1 per day of fill placement	ASTM D 2937-90

Note: 1) Unless otherwise required by the CQA Engineer, structural fill shall be compacted at a moisture content between 3 percent dry to 3 percent wet of optimum and to a minimum dry unit weight of 95 percent of maximum dry unit weight determined in the Standard Proctor compaction test (ASTM D 698).

TABLE II-2 MINIMUM FREQUENCY OF TESTING FOR CQA EVALUATION OF PREPARED SUBGRADE		
Test	Frequency	Standard Test Method
IN PLACE		
Nuclear Density Meter (100 ft. Grid)		
In-Situ Moisture Content	1 per 10,000 ft <sup>2</sup> per lift	ASTM D 3017
In-Situ Dry Unit Weight	1 per 10,000 ft <sup>2</sup> per lift	ASTM D 2922
Calibration and Check (at the discretion of the CQA Resident Engineer)		
Oven Moisture Content (In-Situ Moisture Content)	1 per day of fill placement	ASTM D 2216
Drive Cylinder Density	1 per day of fill placement	ASTM D 2937-90

Note: 1) Prepared subgrade shall be placed to meet moisture and density requirement determined during the test fill program.

**SECTION III - GEOSYNTHETIC CLAY LINER CONSTRUCTION QUALITY ASSURANCE****1.0 GEOSYNTHETIC CLAY LINER MANUFACTURE AND DELIVERY****1.1 Manufacture and Quality Control**

Prior to the installation of the Geosynthetic clay liner (GCL), the Contractor will be required to provide the CQA Engineer with the following information from the GCL Manufacturer:

- The certification required by the Specifications signed by a responsible party employed by the GCL Manufacturer based on sampling interval of 1/ 40,000 ft<sup>2</sup>; and,
- The manufacturing quality control certificates for each shift's production of GCL, signed by a responsible party employed by the GCL Manufacturer (such as the production manager). The quality control certificates will include:
  - Roll numbers and identification; and,
  - Sampling procedures and results of quality control tests specified by the Specifications including descriptions of the test methods used for GCL rolls assigned to the Buckhead Mesa project.

The CQA Engineer will observe and document that:

- The property values certified by the GCL Manufacturer meet all of the specified values listed in the Specifications;
- The measurements of properties by the GCL Manufacturer are properly documented and the test methods used are in accordance with the Specifications; and,
- The quality control certificates have been provided at the specified frequency for GCL rolls, and each certificate identifies the rolls or batch number related to that certificate.

The CQA Engineer will report deviations from the above requirements to the Owner prior to installation of the GCL.

**1.2 Labeling**

The CQA Resident Engineer will observe and document that the GCL Manufacturer has labeled each roll of GCL as specified in the Specifications.

The CQA Resident Engineer will examine GCL rolls upon delivery and deviation from the above requirements will be reported to the Owner prior to installation of the GCL.

### 1.3 Transportation and Handling

The CQA Resident Engineer will observe and document the type of GCL handling equipment used by the installer is consistent with handling equipment identified in the Specifications.

Upon delivery at the site, the CQA Resident Engineer will conduct a visual inspection of all rolls for defects and for damage. This examination will be conducted without unrolling rolls unless visible defects or damages are found. The CQA Resident Engineer will indicate to the Contractor:

- Any rolls that should be unrolled to allow for their inspection;
- Any rolls, or portions thereof, which should be rejected and removed from the site because they have severe flaws; and,
- Any rolls which include minor repairable flaws.

### 1.4 Storage

The CQA Resident Engineer will observe and document that storage of the GCL is in accordance with the Specifications.

## 2.0 GEOSYNTHETIC CLAY LINER INSTALLATION

### 2.1 Earthworks

#### 2.1.1 Surface Preparation

The Contractor or subcontractor responsible for GCL installation will be required to certify in writing that the surface on which the GCL will be installed is acceptable. The certificate of acceptance will be required to be given by the Contractor to the CQA Engineer, who will then verify to the Owner that the prepared subgrade installation is accepted immediately prior to commencement of GCL installation in the area under consideration.

After the surface on which the GCL is to be installed has been accepted by the Contractor responsible for GCL installation, it will be the CQA Resident Engineer's responsibility to indicate to the Owner any change in the underlying layer that may, in accordance with the Specifications, require repair work. If the Owner requires repair work, then it will be the responsibility of the Contractor to repair the underlying layer.

### 2.1.2 Anchor Trenches

The CQA Resident Engineer will observe and document that the anchor trench backfill meets the requirements of the Specifications and that the backfill is placed in accordance with the Specifications.

## 2.2 Geosynthetic Clay Liner Deployment

### 2.2.1 Field Panel Identification

A field panel is the unit area of GCL which is to be placed in the field, i.e., a field panel is a roll or a portion of roll cut in the field.

The CQA Resident Engineer will verify that each field panel is given an identification code (number or letter-number) consistent with the layout plan. This identification code will be agreed upon by the Owner, and the Contractor. This field panel identification code should be as simple and logical as possible. (Note: manufacturing plant roll numbers are usually cumbersome and are not related to location in the field.) It will be the responsibility of the Contractor to ensure that each field panel placed is marked with the manufacturing plant roll number. The roll number will be marked in the center of the panel in a color to allow for easy inspection.

The CQA Resident Engineer will establish a table or chart showing correspondence between manufacturing plant roll numbers and field panel identification codes. The field panel identification code will be used for all CQA records.

### 2.2.2 Field Panel Placement

#### 2.2.2.1 Installation Schedule

The CQA Resident Engineer will evaluate significant changes in the schedule proposed by the Contractor and advise the Owner on the acceptability of that change. The CQA Resident Engineer will observe and document that the condition of the underlying layer has not changed detrimentally during installation. Any damage to the surface of the underlying layer will be repaired by the Contractor in accordance with the Specifications.

The CQA Resident Engineer will record the identification code, location, and date of installation of each field panel.

#### 2.2.2.2 Weather Conditions

The CQA Resident Engineer will observe and document that GCL is not placed during inclement weather conditions as specified within the Specifications. Additionally, the Resident CQA Engineer will observe and document that the underlying layer has not been damaged by weather conditions.

### 2.2.2.3 Damage

The CQA Resident Engineer will visually observe each panel, after placement, for damage. The CQA Resident Engineer will advise the Owner which panels, or portions of panels, should be rejected, repaired, or accepted. Damaged panels or portions of damaged panels which have been rejected by the Owner will be marked, and their removal from the work area will be documented by the CQA Resident Engineer.

### 2.2.2.4 Seam Overlap and Bentonite Seal

The CQA Resident Engineer will observe and document that the seam overlaps and bentonite material placed between panels along the seams meet specification guidelines. The CQA Resident Engineer will verify overlap width and will observe bentonite seal placement.

## 2.3 Defects and Repairs

### 2.3.1 Identification

All seams and non-seam areas of the GCL will be inspected by the CQA Resident Engineer for evidence of defects, holes, contamination of geotextiles, displaced panels, premature hydration, and any sign of contamination by foreign matter. The CQA Resident Engineer will observe and document repair procedures described below.

### 2.3.2 Repair Procedures

Prior to placement of any overlying materials, damage to the GCL shall be identified and repaired by the installer.

#### 2.3.2.1 Rip and Tear Repair (Flat Surfaces)

Rips or tears may be repaired by completely exposing the affected area, removing all foreign objects or soil, and by then placing a patch cut from unused GCL over the damage (damaged material may be left in place), with a minimum overlap of 12 inches on all edges.

Additional bentonite should be placed between the patch edges and the repaired material at a rate of a quarter pound per lineal foot of edge spread in a continuous six inch fillet.

#### 2.3.2.2 Rip and Tear Repair (Slopes)

Damaged GCL material on slopes shall be repaired by the same procedures above, however, the overlapped edges of the patch should be wide enough to ensure the patch will keep its position during backfill or cover operations.

#### 2.3.2.3 Displaced Panels



Displaced panels shall be adjusted to the correct position and orientation. The adjusted panel shall then be inspected for any geotextile damage or bentonite loss. Damage shall be repaired by the above procedure.

#### 2.3.2.4 Premature Hydration

If the GCL is subjected to premature hydration, the GCL installer shall notify the CQA Resident Engineer and Design Engineer for a site specific determination as to whether the material is acceptable or if alternative measures must be taken to ensure the quality of the GCL.

## **SECTION IV- GEOMEMBRANE CONSTRUCTION QUALITY ASSURANCE**

### **1.0 GEOMEMBRANE MANUFACTURE AND DELIVERY**

#### **1.1 Resin**

Prior to the installation of the HDPE geomembrane material, the Contractor will be required to provide the CQA Engineer with the following information from the geomembrane Manufacturer:

- A copy of the quality control certificates issued by the resin Supplier that includes the origin (resin Supplier's name and resin production plant), identification (brand name, number) the production date of the resin used in the manufacture of the geomembrane shipped to the site, and the results of tests conducted to verify that the quality of the resin used to manufacture the geomembrane rolls assigned to the project meets the Specifications; and
- Certification from the geomembrane Manufacturer that recycled polymer does not exceed 2 percent by weight of the total polymer weight.

The CQA Engineer will review these documents and report any discrepancies with the above requirements to the Owner.

#### **1.2 Geomembrane Manufacturing Quality Control**

Prior to the installation of the HDPE geomembrane, the Contractor will be required to provide the CQA Engineer with the following information from the geomembrane Manufacturer:

- The certification required by the Specifications signed by a responsible party employed by the geomembrane Manufacturer based on sampling interval of 1/40,000 ft<sup>2</sup>; and,
- The manufacturing quality control certificates for each shift's production of geomembrane, signed by a responsible party employed by the geomembrane Manufacturer (such as the production manager). The quality control certificates will include:
  - Roll numbers and identification; and,
  - Sampling procedures and results of quality control tests specified by the Specifications including descriptions of the test methods used for geomembrane rolls assigned to the Gila County Buckhead Mesa Project.

The CQA Engineer will review the Manufacturer's certification information and document that:

- The property values certified by the geomembrane Manufacturer meet all of the specified values listed in the Specifications;
- The measurements of properties by the geomembrane Manufacturer are properly documented and the test methods used are in accordance with the Specifications; and,
- The quality control certificates have been provided at the specified frequency for geomembrane rolls, and each certificate identifies the rolls or batch number related to that certificate.

The CQA Engineer will report deviations from the above requirements to the Owner prior to installation of the geomembrane.

### 1.3 Labeling

The CQA Resident Engineer will observe and document that the geomembrane Manufacturer has labeled each roll of geomembrane.

The geomembrane shall be labeled with the following information:

- Thickness of the material;
- Length and width of the roll or factory panel;
- Name of Manufacturer;
- Product identification;
- Lot number; and,
- Roll or factory panel number.

The CQA Resident Engineer will examine geomembrane rolls upon delivery and deviation from the above requirements will be reported to the CQA Engineer prior to installation of the geomembrane.

### 1.4 Transportation and Handling

Upon delivery at the site, the CQA Resident Engineer will conduct a visual inspection of all rolls for defects and for damage. This examination will be conducted without unrolling rolls unless visible defects or damages are found. The CQA Resident Engineer will indicate to the CQA Engineer:

- Any rolls that should be unrolled to allow for their inspection;

- Any rolls, or portions thereof, which should be rejected and removed from the site because they have severe flaws; and,
- Any rolls which include minor repairable flaws.

## 1.5 Storage

The CQA Resident Engineer will observe and document that storage of the geomembrane is in accordance with the Specifications. The geomembrane shall be protected from dirt, excessive heat or cold, puncture, cutting, or other damaging or deleterious conditions. The geomembrane shall also be stored in accordance with any additional requirements of the geomembrane Manufacturer.

## 2.0 GEOMEMBRANE INSTALLATION

### 2.1 Earthwork

#### 2.1.1 Surface Preparation

The Contractor or subcontractor responsible for geomembrane installation will be required to certify in writing that the surface on which the geomembrane will be installed is acceptable.

The CQA Resident Engineer will observe and document that:

- Areas to receive geomembrane liner shall be smooth and even, and free of ruts, voids, and protrusions or wrinkles. Any surface features, as determined by the CQA Resident Engineer or Owner, which could damage the geomembrane shall be removed by the Contractor. For earth slopes of 3:1 (horizontal:vertical) or flatter, the final surface prior to receiving geomembrane shall be rolled smooth using a smooth drum roller. For slopes steeper than 3H:1V, dressing of the slopes shall be accomplished by back-dragging the surface with a dozer blade, wheel rolling, or by other methods approved by the CQA Resident Engineer (such as raking the surface by hand) until the CQA Resident Engineer is satisfied that the surface is smooth and even, and free of ruts, voids, obstructions, etc. No vehicles shall be allowed on the final dressed surface without the approval of the CQA Resident Engineer.
- Special care is taken to maintain the prepared surface on which the geomembrane will be installed.
- No geomembrane is placed in an area which has been softened by precipitation or which has excessively cracked due to desiccation.

- Any damage to the surface caused by weather, installation activities, or other activities is repaired by the Contractor.

The certificate of acceptance will be required to be given by the Contractor to the CQA Engineer, who will then verify to the Owner that the subgrade is accepted immediately prior to commencement of geomembrane installation in the area under consideration.

### 2.1.2 Anchor Trenches

The CQA Resident Engineer will observe and document that the anchor trench backfill meets the requirements of the Specifications and that the backfill is placed in accordance with the Specifications.

The CQA Resident Engineer will observe and document that:

- The anchor trench is excavated to the elevations, grades, and width shown on the Construction Drawings.
- No loose soil is present beneath the geomembrane in the anchor trench which might damage the geomembrane.
- Care is taken when backfilling the anchor trench to prevent any damage to the geomembrane or other geosynthetics.
- The prepared subgrade material is compacted using suitable hand-operated compaction equipment.
- Slightly rounded corners are provided at the top in-board side of the anchor trench to avoid sharp bends in the geomembrane.

## 2.2 Geomembrane Deployment

### 2.2.1 Layout Drawing

The Contractor will be required to produce layout drawings, which show the geomembrane panel configuration, dimensions, details, seam locations, etc. The layout drawings must be approved by the CQA Engineer prior to the installation of the geomembrane. The layout drawings, as modified and/or approved by the CQA Engineer will be part of the specifications, and a copy will be furnished to the Owner. The CQA Resident Engineer will become familiar with the layout drawings.

### 2.2.2 Field Panel Identification

A field panel is the unit area of geomembrane which is to be seamed in the field, i.e., a field

panel is a roll or a portion of roll cut in the field.

The CQA Resident Engineer will observe and document that each field panel is given an identification code (number or letter-number) consistent with the layout plan. This field panel identification code should be as simple and logical as possible. It will be the responsibility of the Contractor to ensure that each field panel placed is marked with the manufacturing plant roll number. The roll number will be marked in the center of the panel in a color to allow for easy inspection.

### 2.2.3 Field Panel Placement

#### 2.2.3.1 Location

The CQA Resident Engineer will observe and document that field panels are installed at the locations and positions indicated in the Contractor's layout plan.

#### 2.2.3.2 Installation Schedule

The CQA Resident Engineer will evaluate significant changes in the schedule proposed by the Contractor and advise the Owner on the acceptability of that change. The CQA Resident Engineer will observe and document that the condition of the underlying layer has not changed detrimentally during installation. Any damage to the surface of the underlying layer will be repaired by the Contractor in accordance with the Specifications.

The CQA Resident Engineer will record the identification code, location, and date of installation of each field panel.

#### 2.2.3.3 Weather Conditions

The CQA Resident Engineer will observe and document that geomembrane is not placed during inclement weather conditions as specified within the Specifications.

Geomembrane shall not be placed when the ambient temperature is below 40°F unless the Contractor has previously submitted a geomembrane cold weather placement and seaming plan and such plan has been approved by the CQA Engineer.

Geomembranes shall not be placed during a precipitation event, in the presence of excessive moisture (e.g., fog, dew), in an area of ponded water, or in the presence of excessive winds.

Additionally, the CQA Resident Engineer will observe and document that the underlying layer has not been damaged by weather conditions.

#### 2.2.3.4 Damage

The CQA Resident Engineer will visually observe each panel, after placement and prior to seaming, for damage (e.g., holes, blisters, creases). The CQA Resident Engineer will advise the CQA Engineer which panels, or portions of panels, should be rejected, repaired, or accepted. Damaged panels or portions of damaged panels which have been rejected by the

CQA Engineer will be marked, and their removal from the work area will be documented by the CQA Resident Engineer.

The CQA Resident Engineer shall observe and document that:

- No vehicular traffic was allowed on the geomembrane.
- Equipment used did not damage the geomembrane by handling, trafficking, excessive heat, leakage of hydrocarbons, or other means.
- Personnel working on the geomembrane did not smoke, consume food or beverages (except for body fluid replenishment), wear damaging shoes, have cans, glass containers, or tools not required for liner placement on the geomembrane, or engage in other activities which could damage the geomembrane.
- The method used to unroll the panels did not scratch or crimp the geomembrane and shall not damage the supporting soil.
- The method used to place the panels minimized wrinkles (especially differential wrinkles between adjacent panels).
- Temporary loads and/or anchors (e.g., sand bags), not likely to damage the geomembrane, were placed on the geomembrane to prevent uplift by wind.

## 2.3 Field Seaming

### 2.3.1 Seam Layout

The CQA Resident Engineer will observe and document that the seam layout shown on the Panel Layout Drawing (Part 2.2.1) is consistent with the Specifications. No panels may be seamed in the field without the CQA Resident Engineer's approval. In addition, seams not specifically shown on the seam layout drawing may not be made without the CQA Resident Engineer's approval.

A seam numbering system compatible with the panel numbering system will be agreed upon by the Contractor the CQA Resident Engineer.

The CQA Resident Engineer will observe and document that:

- In general, seams are be oriented parallel to the line of maximum slope, i.e., oriented down, not across, the slope. In corners and at odd-shaped geometric locations, the number of field seams are minimized. No horizontal seam is less than 10 feet from the toe of the slope, except where approved by the CQA Engineer.

### 2.3.2 Seaming Equipment and Products

Methods approved by the Specifications for field seaming are: (i) extrusion seaming; and (ii) fusion seaming, with the preferred method being fusion. Proposed alternate methods will be required to be documented and submitted to the CQA Engineer for approval. Only seaming apparatus which the CQA Engineer has specifically approved by make and model will be used. The Contractor will be required to use a seaming devices equipped with constant temperature readings to ensure that accurate temperatures of the extrudate and seamer nozzle are being achieved.

The Contractor will be required to provide to the CQA Engineer the Manufacturer's certification that the extrudate is compatible with the Specifications and is comprised of the same resin as the geomembrane.

The CQA Resident Engineer will log ambient temperatures, seaming apparatus temperatures, and extrudate temperatures or fusion seaming apparatus speeds. Ambient temperatures will be measured as specified in the Specifications.

### 2.3.3 Seam Preparation

The CQA Resident Engineer will observe and document that:

- Prior to seaming, the seam area is clean and free of moisture, dust, dirt, debris, and foreign material; and,
- Preparation of seams is in accordance with the Specifications.

### 2.3.4 Weather Conditions for Seaming

The CQA Resident Engineer will observe and document that:

- Seaming was not attempted at ambient temperatures below 40°F. At ambient temperatures between 40°F and 50°F, seaming was done after the geomembrane was preheated either by the sun or a hot air device. In all cases, the geomembrane was dry and protected from excessive wind.



### 2.3.5 Trial Seams

The Contractor will be required to make trial seams on fragment pieces of geomembrane liner to verify that seaming conditions are adequate. The CQA Resident Engineer will observe and document that:

- Trial seams were made on fragment pieces of geomembrane to verify that seaming conditions are adequate. Such trial seams were made at the beginning of each seaming period (morning and afternoon). Each seamer made at least one trial seam each day. Trial seams were also made in the event that the ambient temperature varied more than 20°F since the last passing trial seam. The trial seam sample was at least 5 feet long by 1 foot wide (after seaming) with the seam centered lengthwise for fusion trial seams and at least 3 feet long by 1 foot wide for extrusion trial seams. Seam overlap was a minimum of 3 inches for extrusion welding and 4 inches for fusion welding.

The CQA Resident Engineer will observe trial seam testing procedures. Successful trial seam samples will be assigned a number and marked accordingly by the CQA Resident Engineer, who will also log the date, hour, ambient temperature, number of seaming unit, name of seamer, and pass or fail description. The sample itself will be retained only until the construction of the liner is complete, and the liner has been accepted by the Owner. The CQA Resident Engineer will observe and document that:

- Five specimens, each 1 inch wide, were cut from the trial seam sample by the Contractor. Two specimens were tested for shear strength and three specimens shall be tested for peel strength using a field tensiometer. Both tracks of double fusion welds will be tested for peel strength on each of the three specimens unless otherwise approved by the CQA Resident Engineer. The test specimens did not fail in the weld and met or exceeded the strength requirements in Table 02775-2.

### 2.3.6 Nondestructive Seam Continuity Testing

#### 2.3.6.1 Introduction

Except as otherwise noted in the Specifications, the Contractor will nondestructively test all field seams over their full length in accordance with the Specifications. The purpose of nondestructive tests is to check the continuity of seams. Continuity testing will be carried out as the seaming work progresses, not at the completion of all field seaming. Nondestructive testing will not be permitted before sunrise or after sunset unless the Contractor demonstrates to the Owner that the Contractor has the capabilities to perform continuity testing under reduced light conditions.

The CQA Resident Engineer will observe and document:

- Location, date, test unit number, name of tester, and outcome of all testing;

- Document and inform the Contractor of any required repairs.

The Contractor will be required to complete any required repairs in accordance with the Specifications.

The CQA Resident Engineer will observe and document the repair and re-testing of the repair.

The CQA Engineer will observe and document where seams cannot be nondestructively tested. The location, date of visual observation, will be recorded by the CQA Resident Engineer and reported to the CQA Engineer.

### 2.3.7 Destructive Seam Testing

#### 2.3.7.1 Concept

Destructive seam tests will be performed at selected locations. The purpose of these tests is to evaluate seam strength and integrity. Seam strength testing will be done as the seaming work progresses, not at the completion of all field seaming.

#### 2.3.7.2 Location and Frequency

The CQA Resident Engineer will select locations where seam samples will be cut out for laboratory testing. The test frequency and locations will be established as follows:

- Samples will be collected at a minimum frequency of one test location per 500 ft of seam length (this minimum frequency is to be determined as an average taken throughout the entire or surface impoundment); and,
- Test locations will be determined during seaming at the CQA Resident Engineer's discretion; selection of such locations may be prompted by suspicion of excess crystallinity, contamination, offset seams, or any other potential cause of imperfect seaming.

The Contractor will not be informed in advance of the locations where the seam samples will be taken.

#### 2.3.7.3 Sampling Procedure

The Contractor will be required to cut samples as directed by the CQA Resident Engineer as the seaming progresses in order to have laboratory test results before the geomembrane is covered by another material. The CQA Resident Engineer will:

- Observe sample cutting;

- Assign a number to each sample and mark it accordingly;
- Record the sample number and location on the panel layout drawing; and,
- Record the reason for taking the sample at this location (e.g., routine testing, suspicious feature of the geomembrane, etc.).

All holes in the geomembrane resulting from destructive seam sampling will be covered by the Contractor immediately after sampling and repaired in accordance with the repair procedures described in the Specifications. The continuity of the new seams in the repaired area will be nondestructively tested according to the Specifications.

#### 2.3.7.4 Size of Samples

At a given sampling location, two types of samples will be required to be taken by the Contractor.

First, two specimens for field testing will be taken. Each of these specimens will be 1 inch wide by 6 to 12 inches long, with the seam centered parallel to the width. The distance between these two specimens will be approximately 48 inches. If both specimens pass the field test described in the Specifications, a sample for laboratory testing will be taken.

The sample for laboratory testing will be required to be taken between the two specimens for field testing. The destructive sample will be 12 inches wide by 48 inches long with the seam centered lengthwise. The sample will be cut into three parts and distributed as follows:

- One portion to the Contractor, 16 inches long;
- One portion to the CQA Resident Engineer for archive storage, 16 inches long; and,
- One portion to the CQA Resident Engineer for CQA Laboratory testing, 16 inches long.

#### 2.3.7.5 Field Testing

The two 1-inch wide specimens specified above will be required to be tested in the field, by the Contractor, by tensiometer for peel and shear and should not fail in the weld. If any field test sample fails to pass, then the procedures outlined in the Specifications will be required to be followed.

The CQA Resident Engineer will observe field tests and observe that the contractor has marked all samples and portions with their number, date, and time.

#### 2.3.7.6 Geosynthetic Construction Quality Assurance Laboratory Testing

Laboratory destructive test samples will be packaged and shipped to the CQA Laboratory by the CQA Engineer in a manner which will not damage the test sample.

The CQA Resident Engineer will store the archive samples until the completion of the project. Laboratory destructive test samples will be tested by the Geosynthetics CQA Laboratory.

Testing will include "Shear Strength", "Peel Strength", and "Shear Strain at Yield" (ASTM D 4437). The minimum acceptable values to be obtained in these tests are those indicated in Table 02775-2 of Section 02775 of the Specifications. At least 5 specimens will be tested for each test method. Specimens will be selected alternately by test from the samples (i.e., peel, shear, peel, shear). At least 4 out of 5 of the specimens must pass.

TABLE 02775-2 REQUIRED GEOMEMBRANE SEAM PROPERTIES		
Property	Test Method	60 Mil HDPE <sup>(1)</sup>
1. Shear strength at yield	ASTM D4437	FTB, 90% of Parent Material
2. Shear Strain at Yield	ASTM D4437	10%
3. Peel Strength	ASTM D4437	FTB, 60% of Parent Material
Note: <sup>(1)</sup> Specified properties are minimums.		

The Geosynthetics CQA Laboratory will provide test results verbally to the CQA Resident Engineer in a timely manner after they receive the samples. The CQA Resident Engineer will review laboratory test results as soon as they become available, and inform the CQA Engineer and Owner of the test results.

#### 2.3.7.7 Procedures for Destructive Test Failure

The procedures specified within the Specifications will be required whenever a sample fails a destructive test, whether that test is conducted by the Geosynthetics CQA Laboratory, the Contractor's laboratory (if required), or by field tensiometer. The CQA Resident Engineer will observe and document that one of the options specified within the Specifications and listed below is followed.

The following procedures shall apply whenever a sample fails a destructive test, whether the test is conducted by the CQA Engineer's laboratory, the Contractor's laboratory, (if used) or by a field tensiometer. The Contractor shall have two options:

- i. The Contractor can reconstruct the seam(s) (e.g., remove the old seam(s) and reseat, or cap the seam(s)) between any two passed test locations.

- ii. The Contractor can trace the welding path to an intermediate location, a minimum of 10 feet from the location of the failed test (in each direction) and take test specimens for an additional field destructive tests at each location. If these field destructive tests pass, then the seam(s) shall be reconstructed between these locations. If either sample fails, then the process shall be repeated to establish the zone in which the seam shall be reconstructed. In cases exceeding 150 feet of reconstructed seam(s), a sample taken from within the reconstructed zone must pass destructive testing. Whenever a sample fails, the CQA Resident Engineer may require additional tests for seams that were formed by the same seamer and/or seaming apparatus or seamed during the same time shift at no additional cost to the Owner.

Should three consecutive failing destructives be performed on a single welding apparatus, the apparatus shall not be permitted to weld until the machine has been repaired and successfully passed three consecutive trial seams.

The CQA Resident Engineer will document all actions taken in conjunction with destructive test failures.

## 2.4 Defects and Repairs

### 2.4.1 Identification

All seams and non-seam areas of the geomembrane will be inspected by the CQA Resident Engineer for evidence of defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter. Because light reflected by the geomembrane helps to detect defects, the surface of the geomembrane will be required to be clean at the time of examination. The geomembrane surface will be required to be broomed or washed by the Contractor if the amount of dust or mud inhibits examination.

### 2.4.2 Evaluation

Each suspect location both in seam and non-seam areas will be required to be either non-destructively tested using the methods described in the Specifications, or repaired as appropriate as determined by the CQA Resident Engineer. Each location which fails the non-destructive testing will be marked by the CQA Resident Engineer and will be required to be repaired by the Contractor. Materials should not be placed over geomembrane locations that have been repaired until the CQA Resident Engineer has approved the repair.

### 2.4.3 Large Wrinkles

When seaming of the geomembrane is completed (or when seaming of a large area of the

geomembrane is completed) and prior to placing overlying materials, the CQA Resident Engineer will visually inspect the geomembrane for wrinkles. The CQA Resident Engineer will indicate to the Contractor which wrinkles, if any, should be cut and resealed. The seam thus produced will be tested like any other seam.

#### 2.4.4 Repair Procedures

Any portion of the geomembrane exhibiting a flaw, or failing a destructive or nondestructive test will be repaired by the Contractor in accordance with the applicable method identified within the Specifications.

The CQA Resident Engineer shall observe and document that one or more of the following repair procedures were used:

- Patching, used to repair holes, tears, intersections of fusion-welded seams, and undispersed raw materials;
- Abrading and spot extrusion welding, used to repair small sections of extruded seams and air pressure test needle holes;
- Spot seaming, used to repair areas where the geomembrane has been scratched, the geomembrane thickness has been reduced, or other minor, localized flaws exists;
- Capping, used to repair failed seams; and,
- Removing failing seams and replacing them with strips of new material seamed into place (used with long lengths of fusion seams).
- Patches or caps shall extend at least 6 inches beyond the edge of the defect, and all corners of patches shall be rounded with a radius of at least 3 inches; and,
- The geomembrane below large caps shall be appropriately cut to avoid water or gas collection between the two sheets.

#### 2.4.5 Testing of Repairs

Each repair will be located and logged by the CQA Resident Engineer. Each repair will be non-destructively tested using the methods described in the Specifications as appropriate. Repairs which pass the non-destructive test will be considered as an adequate repair. Large caps may be of sufficient extent to require destructive testing, at the discretion of the CQA Resident Engineer. Failed tests will require the repair to be redone and retested until passing test results are obtained. The CQA Resident Engineer will observe the non-destructive testing of repairs and will document the date of the repair and test outcome.

## 2.5 Appurtenances

The CQA Resident Engineer will observe and document that:

- Installation of the geomembrane around, and connection of geomembrane to appurtenances (if any) have been made according to the Specifications;
- Extreme care is taken while seaming around appurtenances since neither non-destructive nor destructive testing may be feasible in these areas; and,
- The geomembrane has not been visibly damaged while being connected to appurtenances.

The CQA Resident Engineer will inform the CQA Engineer if the above conditions are not fulfilled.

## 3.0 SURVEYING

The Contractor will be required to prepare an "as-built" Record Drawing for geomembrane installations. It will include the location of field panels, seams (factory and field), repairs, and test locations.

The CQA results (Record Drawing and certification of Contractor's work) will be submitted to the CQA Engineer for final review and approval prior to proceeding with construction of any subsequent liner system components.

## **SECTION V - GEOCOMPOSITE CONSTRUCTION QUALITY ASSURANCE**

### **1.0 GEOCOMPOSITES**

#### **1.1 Manufacturing**

The Geosynthetics Contractor will be required to provide the CQA Engineer with the following information from the geocomposite Manufacturer:

- Certification required by the Specifications signed by a responsible party employed by the geocomposite Manufacturer;
- The certification from the geocomposite Manufacturer that no reclaimed polymer was added to the resin during the manufacture of the geonet component of the geocomposite rolls assigned this project; and,
- The manufacturing quality control certificates for each shift's production of geocomposite rolls which include geocomposite roll numbers and identification, sampling procedures, and descriptions and results of quality control tests for the geonet specified in the Specifications signed by a responsible party employed by the geocomposite Manufacturer.

The CQA Engineer will examine all of the geocomposite Manufacturer certifications to verify and document that the property values listed on the certifications meet or exceed those specified within the Specifications and that proper and complete documentation has been provided by the geocomposite Manufacturer for all geocomposite used at the site. The CQA Engineer will report any deviations from the above requirements to the Owner prior to installation of the geocomposite.

#### **1.2 Labeling**

The CQA Resident Engineer will verify and document that the geocomposite Manufacturer has labeled all rolls of geocomposite as specified within the Specifications.

The CQA Resident Engineer will examine rolls upon delivery and any deviation from the above requirements will be reported to the Owner prior to installation of the geocomposite.

#### **1.3 Shipment and Storage**

The CQA Resident Engineer will observe rolls of geocomposite upon delivery at the site and any deviation from the requirements of the Specifications will be reported to the Owner. Any damaged rolls will be rejected by the CQA Resident Engineer and are required to be repaired or replaced by the Contractor.



## 1.4 Handling and Placement

The Contractor will be required to handle all geocomposite in such a manner as to ensure it is not damaged. The CQA Resident Engineer will verify and document compliance with the following:

- Just prior to geocomposite placement, the layer that will underlie the geocomposite is clean and free of excessive amounts of dust, dirt, stones, rocks, or other obstructions that could potentially damage the underlying layers or clog the drainage system.
- In the presence of excessive wind, the geocomposite is weighted with sandbags (or equivalent weight approved by the CQA Resident Engineer).
- Geocomposite is kept under tension to minimize the presence of wrinkles in the geocomposite. If necessary, the geocomposite is positioned by hand after being unrolled to minimize wrinkles.
- Geocomposites are cut using a geocomposite cutter approved by the geocomposite Manufacturer and the CQA Resident Engineer. If in place, special care is taken to protect other materials from damage which could be caused by the cutting of the geocomposites.
- The Geosynthetics Contractor takes all necessary precautions to prevent damage to the underlying layers during placement of the geocomposite.
- Geocomposite is not welded to geomembranes.
- During placement of clean geocomposite, care is taken not to entrap stones, excessive dust, or moisture that could damage the underlying geomembrane, generate clogging of drains or filters, or hamper subsequent seaming.
- A visual examination of the geocomposite is carried out over the entire surface, after installation, to ensure that no potentially harmful foreign objects, such as needles, are present.
- Geocomposite is not left exposed for a period in excess of 30 days after placement unless a longer exposure period is approved by the CQA Resident Engineer and the Owner.

The CQA Resident Engineer will document any noncompliance with the above requirements and report it to the Owner.

### 1.5 Seams and Overlaps

The components of the geocomposite (e.g., geotextile-geonet) are not bonded together at the ends and edges of the rolls. The CQA Resident Engineer will document that the geocomposite is overlapped and secured or seamed in accordance with the Specifications.

### 1.6 Repair

The CQA Resident Engineer will observe and document that any holes or tears in the geocomposite are repaired in accordance with the Specifications.

The CQA Resident Engineer will observe and document any repair, document any noncompliance with the above requirements, and report the noncompliance to the Owner.

## **SECTION VI - CONSTRUCTION QUALITY ASSURANCE DOCUMENTATION**

### **1.0 DOCUMENTATION**

#### **1.1 Introduction**

An effective CQA plan depends largely on recognition of all construction activities that should be monitored, and on assigning responsibilities for the monitoring of each activity. This is most effectively accomplished and verified by the documentation of construction quality assurance activities. The CQA Engineer will document that all quality assurance requirements have been addressed and satisfied.

The CQA Engineer will provide the Owner with signed descriptive remarks, data sheets, and logs to verify and document that all monitoring activities have been carried out. The Owner will maintain at the site a complete file of Construction Drawings, the CQA plan, the Specifications, and Construction Certification Report. The Construction Certificate Report must be submitted to and approved by ADEQ before landfilling can begin. The forms presented in this CQA Plan may be revised or deleted, as necessary, with approval of the CQA Engineer.

#### **1.2 Daily Record Keeping**

##### **1.2.1 Overview**

Daily records will be completed in the field documenting CQA project administration, soils CQA, geosynthetics CQA, and other required CQA activities. The forms to be completed that pertain to each of these categories of records are discussed below.

##### **1.2.2 Project Administration Records**

Most project administration records are completed daily by the CQA Resident Engineer and submitted weekly to the CQA Engineer. A brief summary is presented below of these forms.

##### **Daily Field Report**

The Daily Field Report will be prepared by the CQA Resident Engineer and submitted weekly to the CQA Engineer. At a minimum, the Daily Field Report will include the following information:

- The date, project name, location, and other identification;
- A narrative of the events and activities, including meetings and observation which occurred during a given day;
- The weather conditions;
- Source and amount of water used to construct the prepared subgrade, if any;
- The name of parties to any discussions;
- The relevant subject matter or issues;

- The activities planned and performed;
- The schedule; and,
- The signature of the CQA Resident Engineer.

### 1.2.3 Soils CQA Records

Records kept for soils related activities will be completed by the CQA Resident Engineer. The information will be recorded as testing is done in the field or as results are received from the laboratory. The records will be available for review on site, and copies will be issued as part of the Certification Report.

#### Sample Testing Tracking Log

This form will provide a listing of all soil samples obtained for lab testing, the data they have obtained, data submitted to the lab, analyses requested and data results were reviewed.

#### Field Moisture and Density Test Log

This form will provide a list of field nuclear moisture and density test result, Proctor and drive tube cylinder density test.

### 1.2.4 Geosynthetics CQA Records

Records for the installation of geosynthetics will be completed by the Contractor's QC representative and reviewed by the CQA Engineer. The information will be recorded as the work progresses. The records will be available for review on site and copies will be issued as part of the Construction Certification Report. Contractor QC forms may be used provided they provide necessary information.

#### Material Inventory

The identifying roll number and pertinent information of each roll of geosynthetic received at the site will be recorded on this form as the materials arrive at the site. This information will be used to track manufacturer's quality control information, conformance test samples, and other CQA documentation.

#### Nondestructive Test Log

This form will be used to record the time, date, equipment operator, and results of vacuum box or air pressure testing of production geomembrane seaming operations.

#### Panel Placement Monitoring Log

This form will be used to record geomembrane panel numbers as they are placed in the field and to

cross-reference the assigned panel numbers with roll numbers. The weather conditions, time, and temperature at placement will be recorded on the log. Measured dimensions used to calculate the area of the geomembrane will be recorded on the log.

#### Repair Summary Log

Information on repairs to geomembrane panels and seams will be recorded on this form. The information recorded will include a code to describe the type of repair, the name of the operator making the repair, the location (i.e. seam or panel location) of the repair, nondestructive testing results of the repair, and initials of the CQA Resident Engineer who observed the repair.

#### Seam and Panel Location Log

The relative location of repairs to geomembrane panels and seams described in the Repair Summary Log will be recorded on this form. The results of destructive tests and nondestructive can be indicated in this log, as well as, location and results of thickness measurements taken for each panel.

#### Destructive Test Log

This form will be used to record the results from testing performed on geomembrane seams at the CQA Laboratory (an independent testing laboratory). The results for both peel and shear will be recorded. The form will be completed as data becomes available.

#### Trail Seam and Seaming Log

This form will be used to record results of trial geomembrane seam testing and to track production seaming activities. The time, temperature, type of seaming equipment used, name of seamer, and length of seam will be recorded. This form will be maintained by the geosynthetics contractor and reviewed by the CQA Resident Engineer.

#### Certificate of Acceptance Subgrade Surface

The Certificate of Acceptance is required to be signed by the Contractor prior to the installation of the geomembrane. The area being accepted must be described on the certificate.

#### 1.2.5 Survey Records

Record Drawings resulting from the surveying performed by the Surveyor will be reviewed by the CQA Engineer and the Owner. The Record Drawings will be available for review onsite, and copies will be issued as part of the Construction Certification Report issued by the CQA Engineer. At a minimum, these Records Drawings will include as-built survey data for the following liner system components:

- Foundation subgrade
- Prepared subgrade
- Structural fill (if any)
- Geosynthetic liner anchor trench; and
- Protective soil

### 1.3 Photographic Documentation

Photographic documentation will serve as a pictorial record of work progress, problems, and mitigation activities. The basic file will contain color prints; negatives will also be stored in a separate file in chronological order. These photographs will be available for review by the Owner, the CQA Engineer, and other interested parties. Selected photographs will be reproduced as part of the Construction Certification Report.

### 1.4 Design and/or Specification Changes

Design and/or specification changes may be required during construction. In such cases, the CQA Engineer will notify the Owner. The Owner will notify ADEQ, and when necessary, the Design Engineer.

Major design and/or specifications changes will be made only with the written agreement of the Design Engineer and the Owner and will take the form of an addendum to the Specifications.

### 1.5 Signatures and Final Reports

At the completion of the work, the CQA Engineer will submit a Construction Certification Report for submittal to ADEQ for approval.

At a minimum, this report will include: (a) summaries of all construction activities; (b) observation logs and testing data sheets including sample location plans; (c) a discussion of any changes from design and material specifications; (d) CQA Record Drawings; and (e) a summary statement sealed and signed by a Professional Engineer licensed in the State of Arizona that construction quality assurance was conducted as provided in the CQA Plan and, based on visual observations and data generated in accordance with the CQA Plan, the or surface impoundment was constructed in accordance with the Construction Drawings, the CQA Plan, and the Specifications, except as properly authorized and documented in the Construction Certification Report. The CQA Record Drawings will include the following: geomembrane panel layout drawings; all drawings (including cross-sections) depicting any deviations from the Construction Drawings; and all survey conformance data.

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**ATTACHMENT A**

**BORROW AREA GEOTECHNICAL RESULTS**

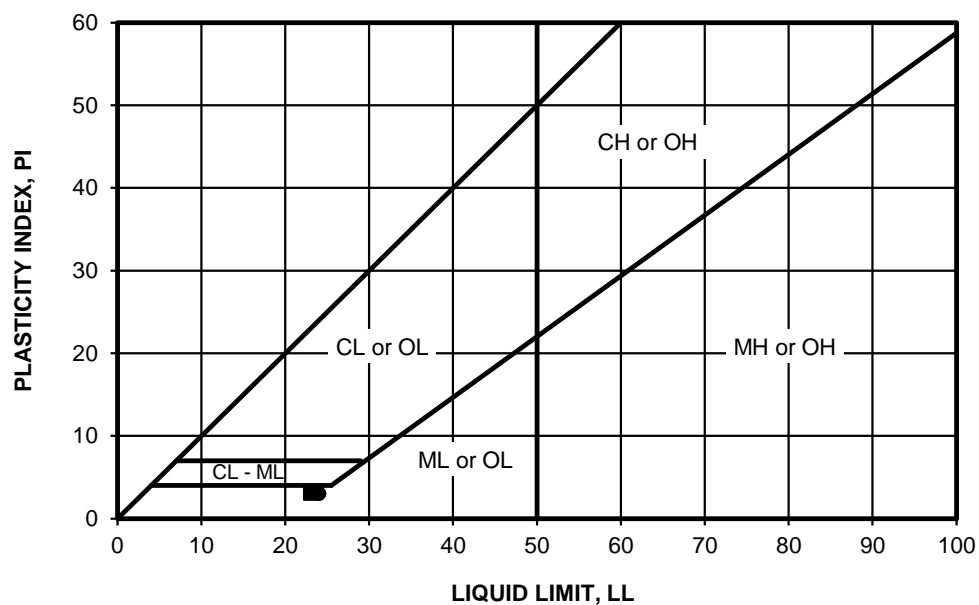
**SUMMARY OF GEOTECHNICAL PARAMETERS FROM BORROW AREA  
BUCKHEAD MESA STAGE 3 EXPANSION**

	W/O OVERSIZE		WITH OVERSIZE		AVERAGE		CLASSIFICATION		LIMITS		
	DENSITY	OPTIMUM	DENSITY	OPTIMUM	K CM/SEC	K FT/YR	UNDER 200	ENTIRE SAMPLE	LL	PL	PI
BM-N	124.5	10.0	133.5	7.5	4.68E-04	484.16	ML	SM	24	21	3
BM-S	125.0	8.0	132.5	8.0	6.10E-04	630.983	ML	SM	23	20	3
BM-E	122.7	12.0	130.5	9.0	2.49E-04	257.936	ML	SM	24	21	3
BM-W	124.2	11.0	132	8.5	2.76E-04	285.909	ML	SM	24	21	3



SYMBOL	LOCATION	DEPTH (FT)	LIQUID LIMIT, LL	PLASTIC LIMIT, PL	PLASTICITY INDEX, PI	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS (Entire Sample)
●	BM-N	--	24	21	3	ML	SM
■	BM-S	--	23	20	3	ML	SM
◆	BM-E	--	24	21	3	ML	SM
○	BM-W	--	24	21	3	ML	SM

NP - INDICATES NON-PLASTIC



PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318

<b><i>Ninyo &amp; Moore</i></b>		<b>ATTERBERG LIMITS TEST RESULTS</b>	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIZ, ARIZONA	
605343001	3/17		

WEIGHT OF SAMPLE DISPERSED: **60.1**  
 PERCENT PASSING #10 SIEVE: **55.8**

$$\frac{\% \text{ Pass } 0.005 \text{ mm ASTM D4221}}{\% \text{ Pass } 0.005 \text{ mm ASTM D422}} = \frac{0.0}{7.99} =$$

**% DISPERSION**  
**0.0**

SPECIFIC GRAVITY OF SOLIDS: **2.650** Assumed

#### HYDROMETER RESULTS (% PASSING)

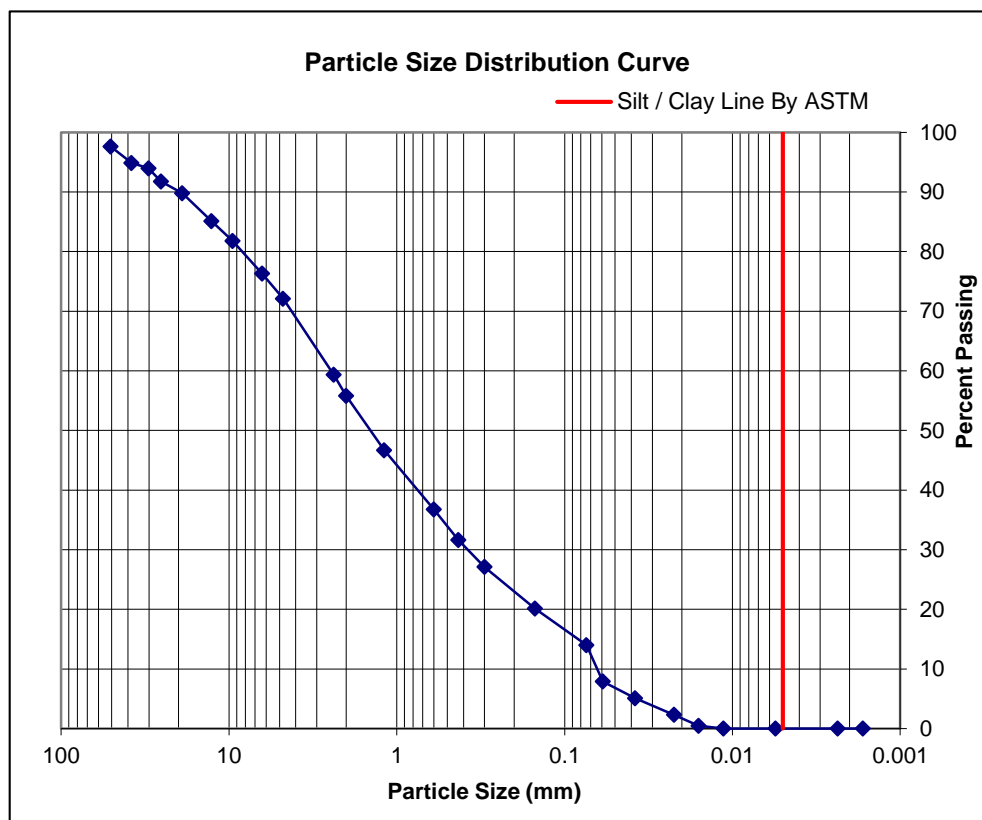
PARTICLE SIZE (DIA. mm)	0.0591	0.0380	0.0223	0.0159	0.0113	0.0055	0.0024	0.0017
PERCENT SAMPLE TESTED	14.2	9.2	4.2	0.8	0.0	0.0	0.0	0.0
PERCENT TOTAL SAMPLE	7.9	5.1	2.3	0.5	0.0	0.0	0.0	0.0

#### MECHANICAL SIEVE ANALYSIS AFTER HYDROMETER (% PASSING)

SCREEN SIZE	#200	#100	#50	#40	#30	#16	#10
PERCENT TOTAL SAMPLE	14.5	20.1	27.1	31.6	36.8	46.7	55.8

#### FULL SIEVE ANALYSIS MECHANICAL SIEVE & HYDROMETER

	% Pass	Spec
2 IN	98	
1 1/2 IN	95	
1 1/4 IN	94	
1 IN	92	
3/4 IN	90	
1/2 IN	85	
3/8 IN	82	
1/4 IN	76	
# 4	72	
# 8	59	
# 10	56	
# 16	47	
# 30	37	
# 40	32	
# 50	27	
# 100	20	
# 200	14	
0.03 mm	6.9	
0.005 mm	0.0	
0.002 mm	0.0	
0.001 mm	0.0	



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D <sub>10</sub>	D <sub>30</sub>	D <sub>60</sub>	C <sub>u</sub>	C <sub>c</sub>	Passing No. 200 (%)	USCS
	BM-N	--	24	21	3	0.041	0.322	2.510	61.228	1.007	16.0	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4221

**Ningo & Moore**

#### PARTICLE-SIZE ANALYSIS OF SOILS (ASTM D4221)

FIGURE

PROJECT NO.

DATE

ATWELL/MISC LABORATORY TESTING  
 PHOENIX, ARIZONA

605343001

3/17

WEIGHT OF SAMPLE DISPERSED: **58.2**  
 PERCENT PASSING #10 SIEVE: **63.4**

$$\frac{\% \text{ Pass } 0.005 \text{ mm ASTM D4221}}{\% \text{ Pass } 0.005 \text{ mm ASTM D422}} = \frac{0.0}{7.45} =$$

**% DISPERSION**  
**0.0**

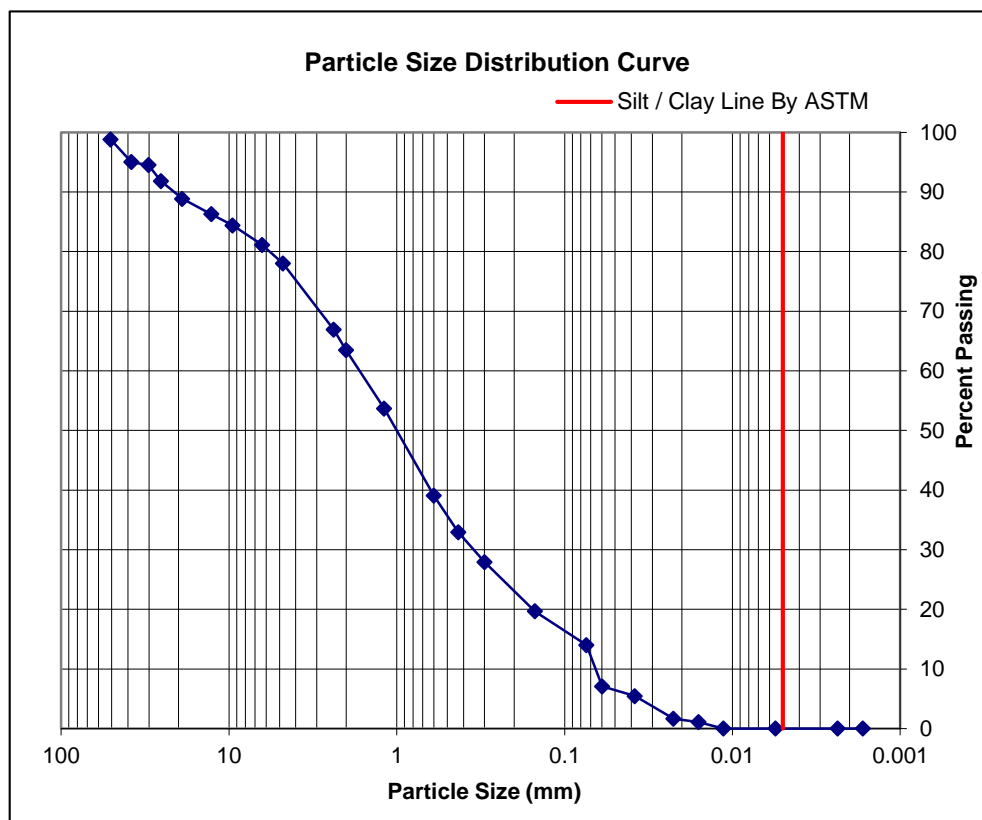
SPECIFIC GRAVITY OF SOLIDS: **2.650** Assumed

	HYDROMETER RESULTS (% PASSING)							
PARTICLE SIZE (DIA. mm)	0.0598	0.0381	0.0224	0.0159	0.0113	0.0055	0.0024	0.0017
PERCENT SAMPLE TESTED	11.2	8.6	2.6	1.7	0.0	0.0	0.0	0.0
PERCENT TOTAL SAMPLE	7.1	5.4	1.6	1.1	0.0	0.0	0.0	0.0

	MECHANICAL SIEVE ANALYSIS AFTER HYDROMETER (% PASSING)						
SCREEN SIZE	#200	#100	#50	#40	#30	#16	#10
PERCENT TOTAL SAMPLE	14.0	19.7	27.9	32.9	39.0	53.6	63.4

**FULL SIEVE ANALYSIS  
 MECHANICAL SIEVE  
 & HYDROMETER**

	% Pass	Spec
2 IN	99	
1 1/2 IN	95	
1 1/4 IN	94	
1 IN	92	
3/4 IN	89	
1/2 IN	86	
3/8 IN	84	
1/4 IN	81	
# 4	78	
# 8	67	
# 10	63	
# 16	54	
# 30	39	
# 40	33	
# 50	28	
# 100	20	
# 200	14	
0.03 mm	5.9	
0.005 mm	0.0	
0.002 mm	0.0	
0.001 mm	0.0	



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D <sub>10</sub>	D <sub>30</sub>	D <sub>60</sub>	C <sub>u</sub>	C <sub>c</sub>	Passing No. 200 (%)	USCS
	BM-S	--	23	20	3	0.416	0.426	1.601	3.849	0.272	16.0	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4221

**Ningo & Moore**

**PARTICLE-SIZE ANALYSIS OF SOILS (ASTM D4221)**

FIGURE

PROJECT NO.

DATE

ATWELL/MISC LABORATORY TESTING  
 PHOENIX, ARIZONA

605343001

3/17

WEIGHT OF SAMPLE DISPERSED: **50.4**  
 PERCENT PASSING #10 SIEVE: **64.3**

$$\frac{\% \text{ Pass } 0.005 \text{ mm ASTM D4221}}{\% \text{ Pass } 0.005 \text{ mm ASTM D422}} = \frac{0.0}{6.48} =$$

**% DISPERSION**  
**0.0**

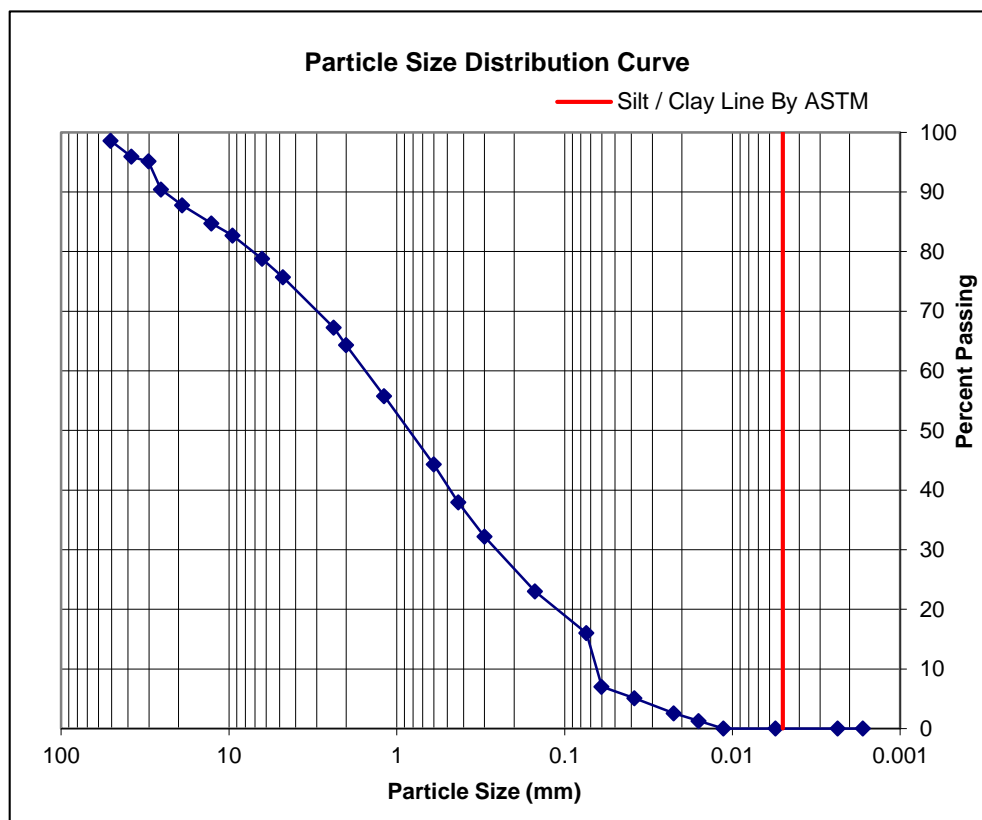
SPECIFIC GRAVITY OF SOLIDS: **2.650** Assumed

	HYDROMETER RESULTS (% PASSING)							
PARTICLE SIZE (DIA. mm)	0.0601	0.0383	0.0224	0.0159	0.0113	0.0055	0.0024	0.0017
PERCENT SAMPLE TESTED	10.9	7.9	4.0	2.0	0.0	0.0	0.0	0.0
PERCENT TOTAL SAMPLE	7.0	5.1	2.6	1.3	0.0	0.0	0.0	0.0

	MECHANICAL SIEVE ANALYSIS AFTER HYDROMETER (% PASSING)						
SCREEN SIZE	#200	#100	#50	#40	#30	#16	#10
PERCENT TOTAL SAMPLE	16.0	23.0	32.2	37.9	44.3	55.8	64.3

**FULL SIEVE ANALYSIS  
 MECHANICAL SIEVE  
 & HYDROMETER**

	% Pass	Spec
2 IN	99	
1 1/2 IN	96	
1 1/4 IN	95	
1 IN	90	
3/4 IN	88	
1/2 IN	85	
3/8 IN	83	
1/4 IN	79	
# 4	76	
# 8	67	
# 10	64	
# 16	56	
# 30	44	
# 40	38	
# 50	32	
# 100	23	
# 200	16	
0.03 mm	6.1	
0.005 mm	0.0	
0.002 mm	0.0	
0.001 mm	0.0	



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D <sub>10</sub>	D <sub>30</sub>	D <sub>60</sub>	C <sub>u</sub>	C <sub>c</sub>	Passing No. 200 (%)	USCS
	BM-E	--	24	21	3	0.017	0.212	1.415	83.226	1.869	18.0	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4221

<b><i>Ninyo &amp; Moore</i></b>		<b>PARTICLE-SIZE ANALYSIS OF SOILS (ASTM D4221)</b>	FIGURE
PROJECT NO.	DATE		
605343001	3/17		
		ATWELL/MISC LABORATORY TESTING PHOENIX, ARIZONA	

WEIGHT OF SAMPLE DISPERSED: **50.8**  
 PERCENT PASSING #10 SIEVE: **63.8**

$$\frac{\% \text{ Pass } 0.005 \text{ mm ASTM D4221}}{\% \text{ Pass } 0.005 \text{ mm ASTM D422}} = \frac{0.0}{6.71} =$$

**% DISPERSION**  
**0.0**

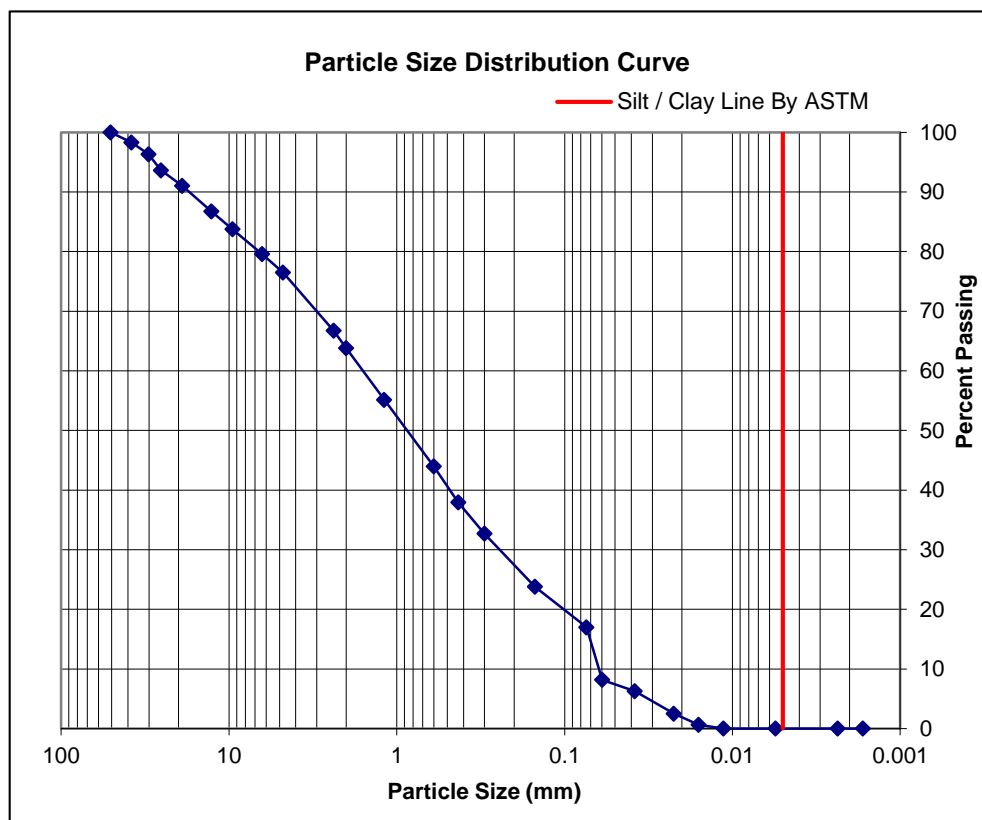
SPECIFIC GRAVITY OF SOLIDS: **2.650** Assumed

	HYDROMETER RESULTS (% PASSING)							
PARTICLE SIZE (DIA. mm)	0.0598	0.0381	0.0224	0.0159	0.0113	0.0055	0.0024	0.0017
PERCENT SAMPLE TESTED	12.8	9.8	3.9	1.0	0.0	0.0	0.0	0.0
PERCENT TOTAL SAMPLE	8.2	6.3	2.5	0.6	0.0	0.0	0.0	0.0

	MECHANICAL SIEVE ANALYSIS AFTER HYDROMETER (% PASSING)						
SCREEN SIZE	#200	#100	#50	#40	#30	#16	#10
PERCENT TOTAL SAMPLE	17.1	23.8	32.7	37.9	44.0	55.1	63.8

**FULL SIEVE ANALYSIS  
 MECHANICAL SIEVE  
 & HYDROMETER**

	% Pass	Spec
2 IN	100	
1 1/2 IN	98	
1 1/4 IN	96	
1 IN	94	
3/4 IN	91	
1/2 IN	87	
3/8 IN	84	
1/4 IN	80	
# 4	76	
# 8	67	
# 10	64	
# 16	55	
# 30	44	
# 40	38	
# 50	33	
# 100	24	
# 200	17	
0.03 mm	7.2	
0.005 mm	0.0	
0.002 mm	0.0	
0.001 mm	0.0	



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D <sub>10</sub>	D <sub>30</sub>	D <sub>60</sub>	C <sub>u</sub>	C <sub>c</sub>	Passing No. 200 (%)	USCS
	BM-W	--	24	21	3	0.018	0.204	1.487	82.587	1.555	19.0	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4221

**Ningo & Moore**

**PARTICLE-SIZE ANALYSIS OF SOILS (ASTM D4221)**

FIGURE

PROJECT NO.

DATE

ATWELL/MISC LABORATORY TESTING  
 PHOENIX, ARIZONA

605343001

3/17

MATERIAL: SM  
 SAMPLE SOURCE: BM-N  
 SAMPLE PREP: Remolded to 95% of Max Dry Dens at Optimum Moisture  
 ASTM D698 A, 124.3 pcf @ 10.5% Opt. Moisture

**INITIAL PARAMETERS:**

LENGTH OF SPECIMEN	7.12 cm
DIAMETER OF SPECIMEN	7.16 cm
WATER CONTENT	12.0 %
DRY UNIT WEIGHT	116.1 pcf
INITIAL VOLUME	286.7 cu.cm

PERMEANT LIQUID	Tap Water
MAGNITUDE OF TOTAL BACK PRESSURE	39 psi
EFFECTIVE CONSOLIDATION STRESS	3.0 psi
RANGE OF HYDRAULIC GRADIENT USED	12.8 to 8.7

**FINAL PARAMETERS:**

LENGTH OF SPECIMEN	7.13 cm
DIAMETER OF SPECIMEN	7.16 cm
WATER CONTENT	16.09 %
DRY UNIT WEIGHT	115.9 pcf
FINAL VOLUME	287.0 cu.cm

DEGREE OF SATURATION (BEFORE AND AFTER TEST)	74.9% to 100.0%
SPECIFIC GRAVITY USED IN CALCULATIONS OF SATURATION	2.65

<b>AVERAGE PERMEABILITY</b>	<b>4.68E-04 CM/SEC</b>
-----------------------------	------------------------

TIME INTERVAL	K (cm/sec)	K (ft/yr)
0:00:28	4.56E-04	471.738
0:00:43	4.74E-04	490.220
0:00:58	4.74E-04	490.063
0:01:13	4.68E-04	484.619
AVERAGE:		484.160

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING  
 A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD C

<b>Ninyo &amp; Moore</b>		MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD F	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIX, AZ	
605343001	2/17		

MATERIAL: SM  
 SAMPLE SOURCE: BM-S  
 SAMPLE PREP: Remolded to 95% of Max Dry Dens at Optimum Moisture  
 ASTM D698 A, 125.1 pcf @ 10.7% Opt. Moisture

**INITIAL PARAMETERS:**

LENGTH OF SPECIMEN	7.12 cm
DIAMETER OF SPECIMEN	7.16 cm
WATER CONTENT	12.0 %
DRY UNIT WEIGHT	116.1 pcf
INITIAL VOLUME	286.7 cu.cm

PERMEANT LIQUID	Tap Water
MAGNITUDE OF TOTAL BACK PRESSURE	39 psi
EFFECTIVE CONSOLIDATION STRESS	3.0 psi
RANGE OF HYDRAULIC GRADIENT USED	13.0 to 9.3

**FINAL PARAMETERS:**

LENGTH OF SPECIMEN	7.13 cm
DIAMETER OF SPECIMEN	7.16 cm
WATER CONTENT	16.09 %
DRY UNIT WEIGHT	115.9 pcf
FINAL VOLUME	287.0 cu.cm

DEGREE OF SATURATION (BEFORE AND AFTER TEST)	74.9% to 100.0%
SPECIFIC GRAVITY USED IN CALCULATIONS OF SATURATION	2.65

<b>AVERAGE PERMEABILITY</b>	<b>6.10E-04 CM/SEC</b>
-----------------------------	------------------------

TIME INTERVAL	K (cm/sec)	K (ft/yr)
0:00:25	6.07E-04	627.875
0:00:35	6.11E-04	632.518
0:00:45	6.12E-04	633.563
0:00:55	6.09E-04	629.976
AVERAGE:		630.983

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING  
 A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD C

<b>Ninyo &amp; Moore</b>		MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD F	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIX, AZ	
605343001	2/17		

MATERIAL: SM  
 SAMPLE SOURCE: BM-E  
 SAMPLE PREP: Remolded to 95% of Max Dry Dens at Optimum Moisture  
 ASTM D698 A, 122.7 pcf @ 12.0% Opt. Moisture

**INITIAL PARAMETERS:**

LENGTH OF SPECIMEN	7.12 cm
DIAMETER OF SPECIMEN	7.17 cm
WATER CONTENT	10.7 %
DRY UNIT WEIGHT	118.1 pcf
INITIAL VOLUME	287.3 cu.cm

PERMEANT LIQUID	Tap Water
MAGNITUDE OF TOTAL BACK PRESSURE	39 psi
EFFECTIVE CONSOLIDATION STRESS	3.0 psi
RANGE OF HYDRAULIC GRADIENT USED	11.6 to 8.9

**FINAL PARAMETERS:**

LENGTH OF SPECIMEN	7.13 cm
DIAMETER OF SPECIMEN	7.17 cm
WATER CONTENT	15.18 %
DRY UNIT WEIGHT	117.9 pcf
FINAL VOLUME	287.6 cu.cm

DEGREE OF SATURATION (BEFORE AND AFTER TEST)	70.8% to 100.0%
SPECIFIC GRAVITY USED IN CALCULATIONS OF SATURATION	2.65

<b>AVERAGE PERMEABILITY</b>	<b>2.49E-04 CM/SEC</b>
-----------------------------	------------------------

TIME INTERVAL	K (cm/sec)	K (ft/yr)
0:01:15	2.44E-04	252.502
0:01:35	2.57E-04	265.736
0:01:55	2.47E-04	255.594
0:02:15	2.49E-04	257.909
AVERAGE:		257.936

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING  
 A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD C

<b>Ninyo &amp; Moore</b>		MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD F	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIX, AZ	
605343001	2/17		



MATERIAL: SM  
 SAMPLE SOURCE: BM-W  
 SAMPLE PREP: Remolded to 95% of Max Dry Dens at Optimum Moisture  
 ASTM D698 A, 124.0 pcf @ 11.1% Opt. Moisture

**INITIAL PARAMETERS:**

LENGTH OF SPECIMEN	7.11 cm
DIAMETER OF SPECIMEN	7.16 cm
WATER CONTENT	11.1 %
DRY UNIT WEIGHT	117.4 pcf
INITIAL VOLUME	286.5 cu.cm

PERMEANT LIQUID	Tap Water
MAGNITUDE OF TOTAL BACK PRESSURE	39 psi
EFFECTIVE CONSOLIDATION STRESS	3.0 psi
RANGE OF HYDRAULIC GRADIENT USED	13.0 to 9.7

**FINAL PARAMETERS:**

LENGTH OF SPECIMEN	7.13 cm
DIAMETER OF SPECIMEN	7.17 cm
WATER CONTENT	15.67 %
DRY UNIT WEIGHT	116.8 pcf
FINAL VOLUME	287.8 cu.cm

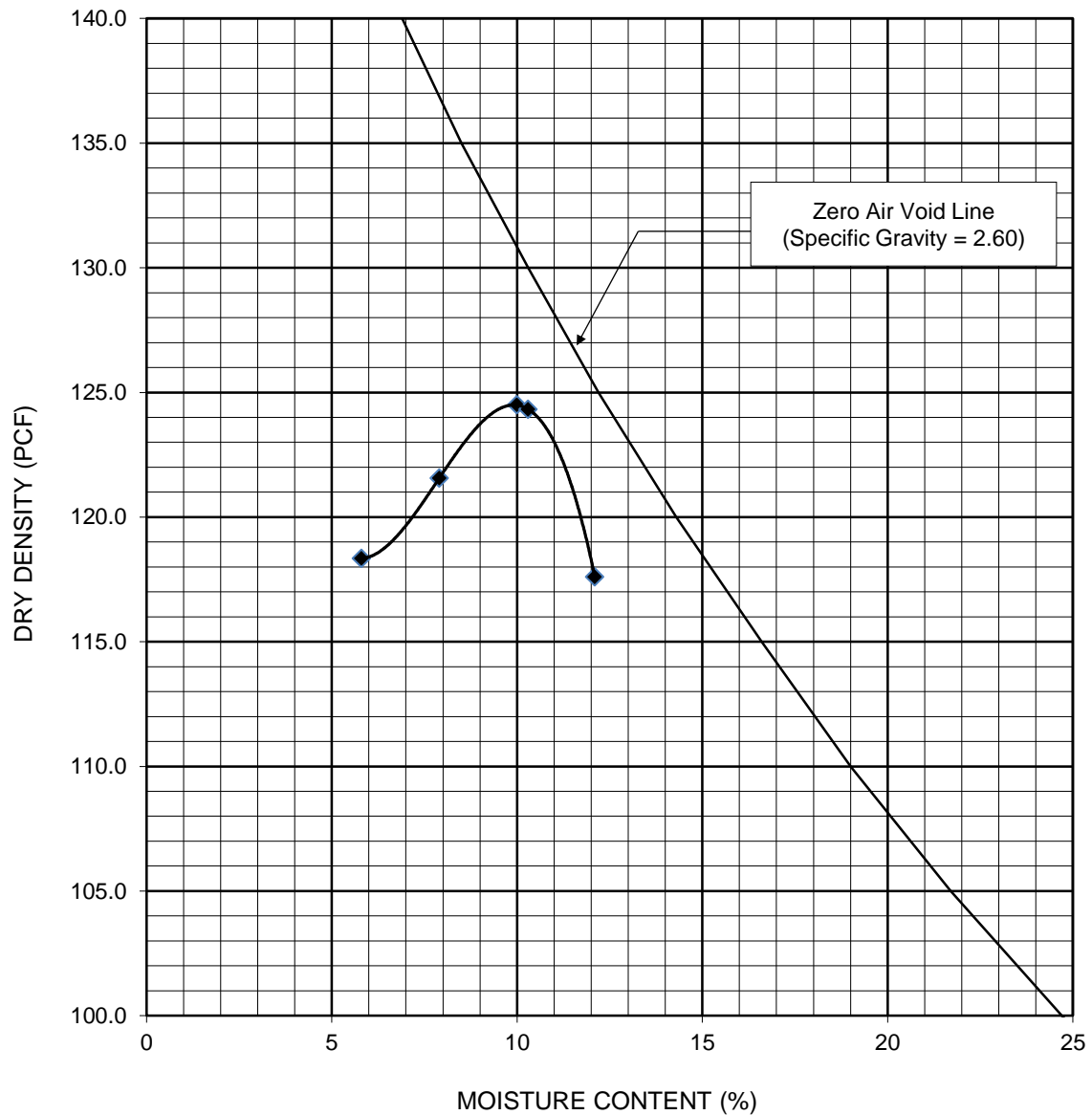
DEGREE OF SATURATION (BEFORE AND AFTER TEST)	71.9% to 100.0%
SPECIFIC GRAVITY USED IN CALCULATIONS OF SATURATION	2.65

<b>AVERAGE PERMEABILITY</b>	<b>2.76E-04 CM/SEC</b>
-----------------------------	------------------------

TIME INTERVAL	K (cm/sec)	K (ft/yr)
0:00:35	2.72E-04	281.592
0:00:55	2.74E-04	283.016
0:01:15	2.82E-04	292.102
0:01:35	2.77E-04	286.926
AVERAGE:		285.909

MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING  
 A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD C

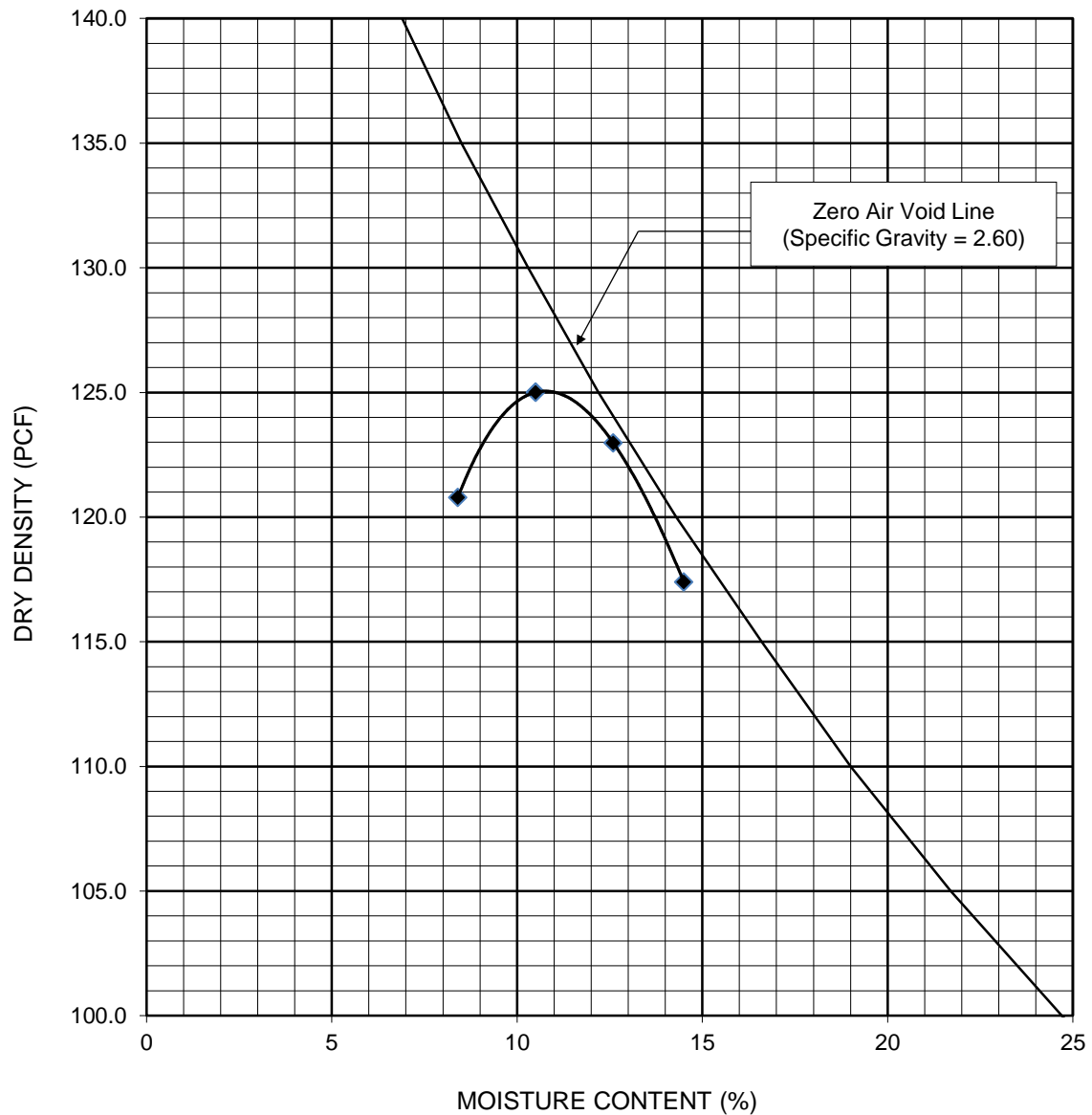
<b>Ninyo &amp; Moore</b>		MEASUREMENT OF HYDRAULIC CONDUCTIVITY OF SATURATED POROUS MATERIALS USING A FLEXIBLE WALL PERMEAMETER (ASTM D5084-00) METHOD F	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIX, AZ	
605343001	2/17		



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
BM-N	--	SM	124.5	10.0
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87)			133.5	7.5

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☒ ASTM D 698 METHOD ☒ A ☐ E ☐ C

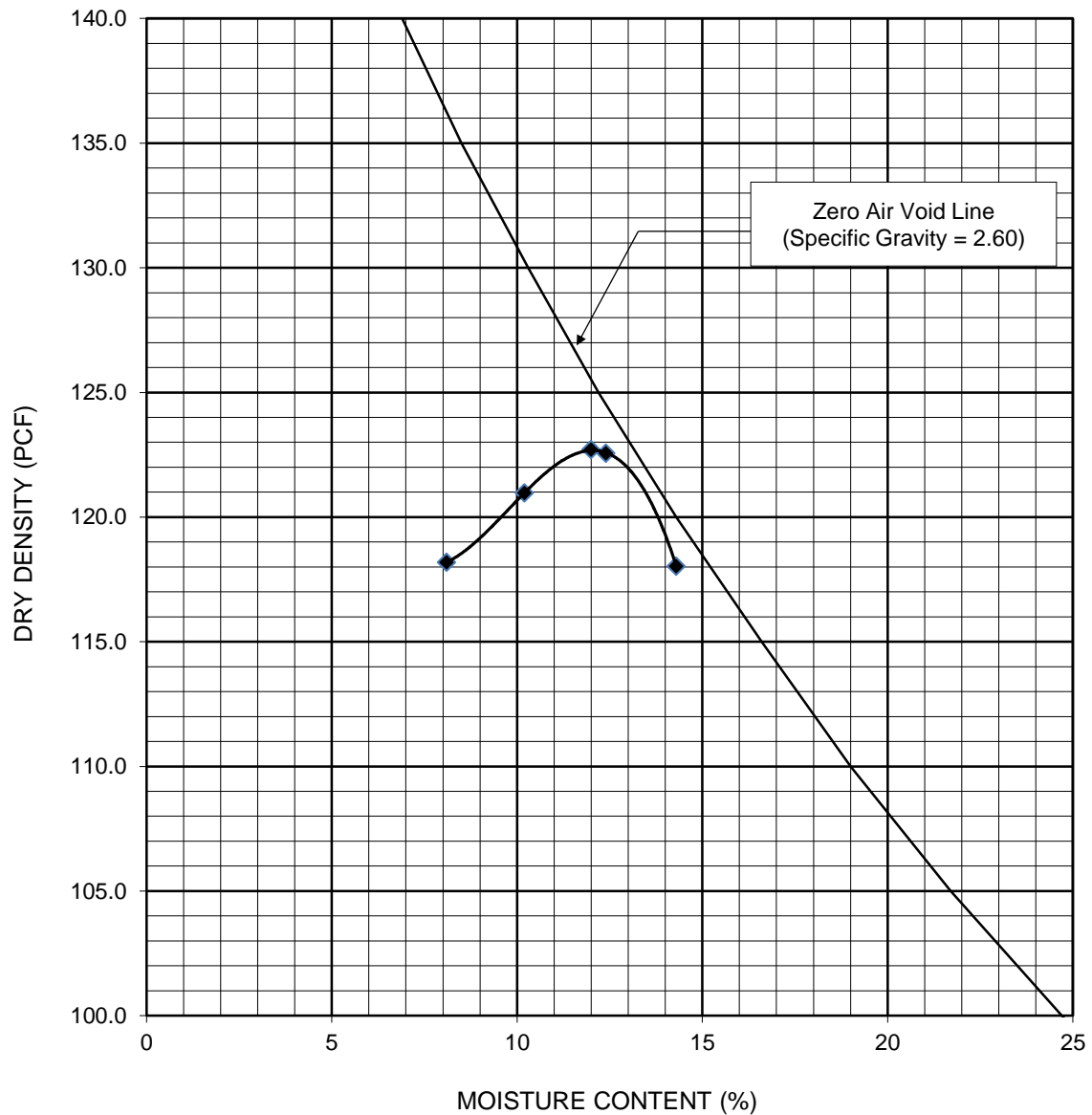
<b>Ninyo &amp; Moore</b>		<b>PROCTOR DENSITY TEST RESULTS</b>	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING	
605343001	3/17	PHOENIX, ARIZONA	



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
BM-S	--	SM	125.0	10.5
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87)			132.5	8.0

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☒ ASTM D 698 METHOD ☒ A ☐ E ☐ C

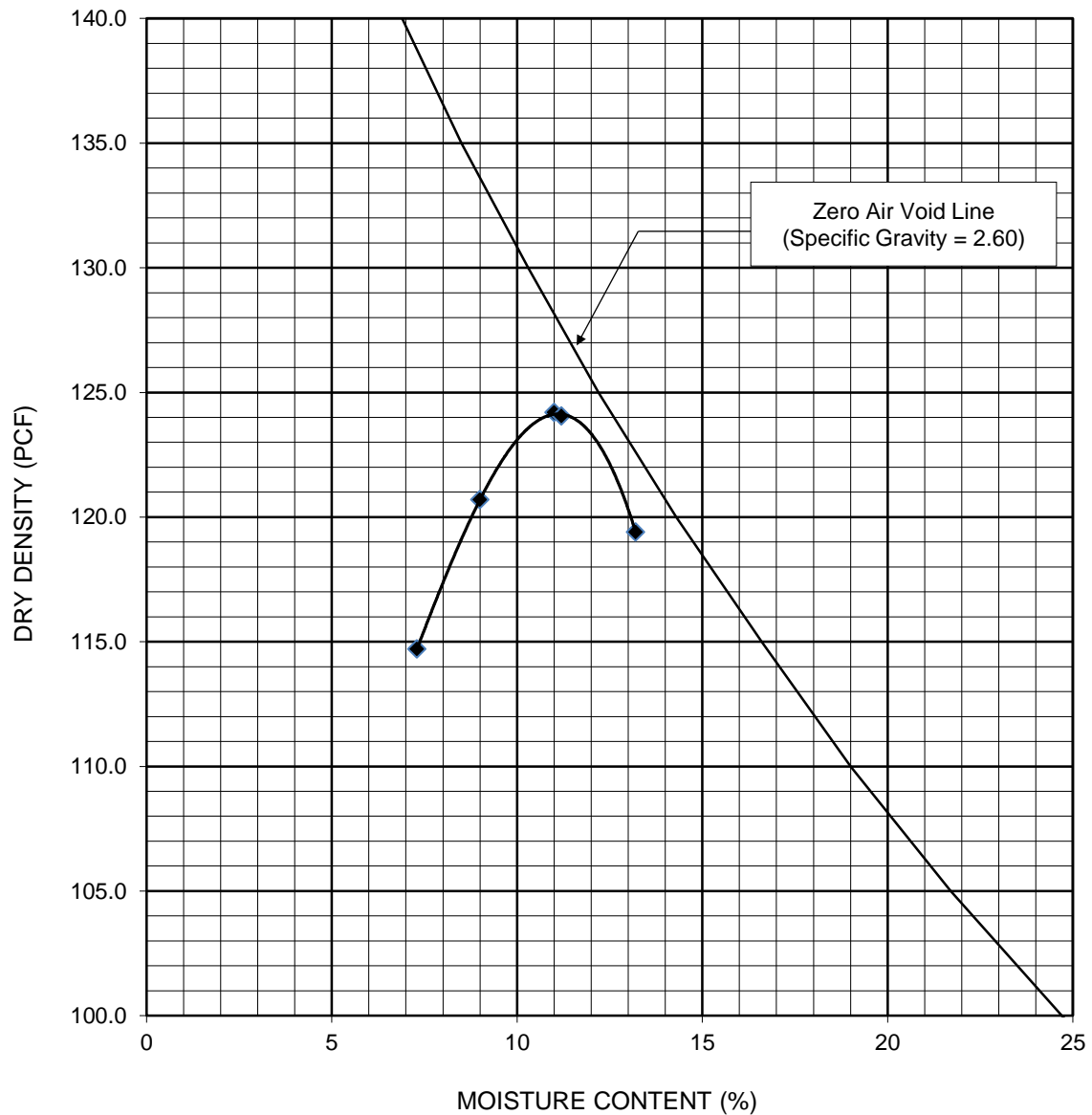
<b>Ninyo &amp; Moore</b>		<b>PROCTOR DENSITY TEST RESULTS</b>	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING	
605343001	3/17	PHOENIX, ARIZONA	



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
BM-E	--	SM	122.7	12.0
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87)			130.5	9.0

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☒ ASTM D 698 METHOD ☒ A ☐ E ☐ C

<b>Ninyo &amp; Moore</b>		<b>PROCTOR DENSITY TEST RESULTS</b>	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING	
605343001	3/17	PHOENIX, ARIZONA	



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (%)
BM-W	--	SM	124.2	11.0
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87)			132.0	8.5

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☒ ASTM D 698 METHOD ☒ A ☐ E ☐ C

<b>Ninyo &amp; Moore</b>		<b>PROCTOR DENSITY TEST RESULTS</b>	FIGURE
PROJECT NO.	DATE	ATWELL/MISC LABORATORY TESTING PHOENIX, ARIZONA	
605343001	3/17		

**ARF-4706**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2018

Budgeted?: Yes

Contract Dates 12 months after award Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Request to Advertise Notice of Request for Proposals (RFP) No.  
120617-Security Service for Globe Courthouse and Payson Courthouse.

Background Information

On March 1, 2011, Superior Court Judge Peter Cahill and County Manager Don McDaniel, Jr. requested that a Courthouse Security Committee be formed to improve Courthouse security. The team met on several occasions to discuss the current and future state of Gila County security. The team identified and addressed important issues such as employees, vendors, issuance of badges to prospective jurors, elevators, and Courthouse doors.

The completed planning of the surveillance phase, and the implementation portion of the project was handed off to the Public Works Division. A surveillance system was installed in the Globe Courthouse in FY2013 and in FY2014 an x-ray machine and magnetometer were installed.

The same issue came up in Payson so in October 2015, Blackstone Security was hired but armed security personnel were not easily found. This contract has one armed guard and one unarmed guard. Now, there are metal detector wands and searches of personal belongings in place of an x-ray and magnetometer machine.

Both Courthouses require security at the entrance. This bid will ask for

bids to cover those services with 2 armed guards at each post.

### Evaluation

The County has a need to hire a Security Contractor to staff the entrances to the Courthouses in Payson and Globe.

In August 2013, the State of Arizona awarded Armed/Unarmed Security Services contracts to seven contractors that successfully submitted bids in response to the State's Solicitation No. ADSPO13-00003094.

Recently an evaluation performed by the Committee and on information gathered by Gila County staff performing reference checks, staff has determined it would benefit the County by advertising for proposals for this service.

All public and non-County employees are required to enter the Courthouses through the main entrances. The goal of the County is to have two armed guards posted at the main entrances of each of the Payson and Globe Courthouses, from 7:30 A.M. to 5:30 P.M., Monday through Friday. The annual cost to the County could be as much as \$180,000 a year based on the previous contractor's numbers.

### Conclusion

The Invitation for Bids for bulk Security Services for the Globe Courthouse and Payson Courthouse will advertise in the Arizona Silver Belt on January 31, 2018, and February 7, 2018. Bid due date will be February 17, 2018.

### Recommendation

The Gila County Finance Department recommends that the Board of Supervisors approve the advertisement Notice of Request for Proposals No. 120617 to search for contractors to support the security efforts at both County Courthouses.

### Suggested Motion

Information/Discussion/Action to authorize the advertisement of Notice of Request for Proposals No. 120617 that will provide security at the Payson and Globe Courthouses. **(Steve Sanders)**

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### Attachments

Request to Advertise for Bids

## Notice of Request for Proposals No.120617

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**GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

**IS THIS A REQUEST FOR** *Check one*Bids   X   Proposals             
Qualifications           **REQUEST NUMBER**                                  
(For Procurement Use Only)**I. DESCRIPTION:** *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.***FUNDING****PROJECTS:**                                 Fund   1124   Dept No.   201   Program   140   Location            Account            4210.99  
Estimated Cost  \$180,000.00 **INTENT**

It is the intent of this solicitation to establish a contract with a contractor to provide security services at both Courthouses

Signed:                                   
Elected Official or Department HeadDate   1/8/2018  **II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*DATE Department Receipt                                   
Presented to Board   1/23/2018    
Delivered to Paper   1/25/2017    
Advertised From   1/31/2017    
Closing Date   2/17/2018    
Awarded To                                 Placed on Agenda   1/8/2017    
Approved to Call   1/23/2018    
Paper Name   Payson Roundup    
To   2/7/2018    
Bid Award Date                                   
Pre-Bid Meeting Date   2/12/2018  **III. OTHER APPROVAL:** *Only as necessary*Department Name:   Department Head Signature   Date                                 Department Name:   Department Head Signature   Date                                 **IV. APPROVED**Finance Director Signature   Date

**GILA COUNTY**

**NOTICE OF REQUEST FOR PROPOSALS NO. 120617**

**SECURITY SERVICE FOR GLOBE COURTHOUSE AND PAYSON COURTHOUSE**

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



**\*BOARD OF SUPERVISORS\***

**Tommie C. Martin, Chairman  
Timothy Humphrey, Vice Chairman  
Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**



**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 120617  
SECURITY SERVICE FOR GLOBE COURTHOUSE AND PAYSON COURTHOUSE**

---

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide armed security services at the Globe Courthouse and Payson Courthouse.

**SUBMITTAL DUE DATE:**                      **February 17, 2018              3:00 PM**

**RETURN PROPOSAL TO:**                      **Gila County Procurement  
Copper Building  
1400 East Ash Street, Globe, AZ 85501**

**It is strongly recommended that bidders visit each location prior to bidding. Globe Courthouse location is 1400 E. Ash Street, Globe, AZ 85501. Payson Courthouse is located at 714 South Beeline Hwy, Payson, AZ 85541.**

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-4355 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1350 E. Monroe St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

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

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

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

Arizona Silver Belt advertisement dates: January 31, 2018 and, February 7, 2018

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Jefferson R. Dalton, Deputy Gila County Attorney Civil Bureau Chief  
for Bradley Beauchamp, County Attorney

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

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### **SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Contractor for armed security services at the Globe Courthouse and Payson Courthouse.

At a minimum, the Contractor and assigned security personnel shall be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

**ARMED** security guard personnel assigned to the County shall meet the following requirements:

1. Capable of providing security guard services awarded for the full term of the contract;
2. Successfully complete the required firearms training per Arizona Revised Statute, A.R. S., Title 32, Chapter 26;
3. Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18 United States Code 922;
4. Not have been convicted of any crime involving domestic violence as defined in Section A.R.S. 13-3601;
5. Not use shotguns or rifles under this contract unless specifically requested in a task order by the County;
6. Carry firearms at all times while on duty; at no time is the firearm to be concealed;
7. Have in possession a valid firearm permit;
8. Not store weapons on any County premises unless required by the County and stated in a task order;
9. Operates weapons lockers as per County policy;

**Requirements:**

1. Control access through public entrance doors;
2. Be mentally alert and void of any serious hearing impairment;
3. Possess good visual capacity required to perform all required security functions;
4. Be a minimum of twenty-one (21) years of age;
5. Possess either a High School degree or GED;
6. Graduate of a certified security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
7. Not have any felony convictions;
8. Not have a military dishonorable or undesirable discharge;
9. Be literate in the English language (able to read, write, and speak and understand clearly);
10. Possess a current First Aid and CPR certification cards;
11. Consent to successfully complete additional training as required;
12. Successfully passed a pre-employment FBI background check;
13. Have had no convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon;
14. Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
15. Once properly trained, able to operate the Magnetometer and x-ray equipment to screen visitors and employees for weapons and other contraband;
16. Use of handheld wand magnetometers to screen visitors and employees for weapons and other contraband. Occasionally performing package searches.
17. Perform other general security duties in accordance with written and oral instructions issued by Gila County;
18. Be in good physical condition and capable of performing all assigned duties to include, but not limited to: Standing and or walking during entire assigned shift, occasional climbing of stairs and/or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running short distance

(Minimum of one mile), using when necessary, self-defense in order to protect themselves as well as the County staff from both armed and unarmed attacks;

19. Not allow unauthorized personnel into any restricted areas;

### **Additional Requirements:**

#### **Contractor Employees**

1. The Contractor shall provide mentally alert and physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The County may require that the Contractor remove from the job any employees whose continued employment under this contract is inconsistent with the interest of the County.
2. Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours.

#### **General Duties**

1. Notify Gila County in the event of an unscheduled absence to enable alternative coverage of the duty circuit;
2. Perform duties in a professional manner at all times;
3. Be courteous and respectful to the public and County staff at all times being firm only when necessary;
4. Not be required to take any form of physical and verbal abuse. Will report any incidences to Gila County authorized designee through a written account at the end of the shift;
5. Report any situation not able to handle to the Supervisor. The Supervisor will remain available for support as needed;
6. Ensure all breaks are taken on the facility grounds. Leaving the facility will result in a request for employee to be replaced;
7. Cover assigned posts at all times;
8. During duty hours maintain control of premises entry/exit;
9. Perform other general security duties in accordance with written and oral instructions issued by Gila County

#### **Response Time**

On-site response time by the awarded Contractor shall be within ten (10) days of award of contract.

1. Any security guard personnel assigned to work at the County and voluntarily leave their post or are removed by the County at any time during a shift; it shall become the Contractors responsibility to replace those personnel with qualified alternate security personnel within two (2) hours.

The Contractor will be required to remove and replace any security personnel that the County finds objectionable for any cause. The County representative or designee will report the name of the security personnel and the reason for removal to the Contractor.

The Contractor shall replace the employee with a qualified alternate security by the start of the next shift. The Contractor shall supply the County with all proper license and certification for the replacement security personnel within twenty-four (24) hours.

## A. Holidays

1. Unless expressly required, no work will be performed on Judicial Holidays. (The following holidays may be adjusted to a week day if it falls on a weekend, New Year's Day, Independence Day, Veterans Day and Christmas):

Date	Holiday
1 January	New Year's Day
3 <sup>rd</sup> Monday in January	Dr. Martin Luther King Day
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Day after Thanksgiving
December 25	Christmas Day

## B. Additional and/or Reduction in Service

1. If additional guard(s) are required, the additional cost to the County will be based on the hourly wages as set forth in the budget of the agreement. If circumstances require, the County may reduce services of guard(s) required herein. In any event, the County will pay for only those services received.

**INQUIRES**

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-4355, or emailed to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, February 15, 2018, will not be answered.

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

### **INSTRUCTIONS TO OFFERORS**

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

### **EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

#### **Preparation of Sealed Proposal**

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

#### **Amendments**

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.

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

#### **Offer & Acceptance Period**

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



### **Discussions**

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

### **Public Record**

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

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

### **Late Proposals**

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

### **Submittal Proposal Format**

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

1. By signature in the offer section of the Offer and Acceptance page 25, Contractor certifies:
  - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

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

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Security Service for Globe Courthouse and Payson Courthouse*", RFP No., "*120617*", Date "*February 17, 2018*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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

### **Laws and Ordinances**

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

## **EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* page 16.

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Independent Contractor**

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

### **Contract Amendments**

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

### **Contract Default**

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

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

### **Right to Assurance**

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

### **Costs and Payments**

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

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

### **Co-op Use of Contract – Intergovernmental Purchasing**

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

### **Cancellation of County Contracts**

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

### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

#### **Force Majeure**

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

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

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**Israel Boycott Certification**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide armed security services at the Globe Courthouse and Payson Courthouse.

#### **General Purpose**

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

#### **Term and Renewal**

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

#### **Evaluation of Proposal**

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

- a. Cost (40%)
- b. Qualifications and Prior Experience (40%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

#### **Negotiations with Individual Contractors**

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

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
  - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

## INSURANCE REQUIREMENTS

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

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
1. **Commercial General Liability – Occurrence Form**  
 Policy shall include bodily injury, property damage and broad form contractual liability coverage.
    - General Aggregate \$2,000,000
    - Products – Completed Operations Aggregate \$1,000,000
    - Personal and Advertising Injury \$1,000,000
    - Each Occurrence \$1,000,000
    - a. Policy shall be endorsed to **include master key coverage.**
    - b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
    - c. Policy shall be endorsed to **include coverage for "care-custody-control".**
  2. **Automobile Liability**  
 Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.  
 Combined Single Limit (CSL) \$1,000,000



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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

### **QUALIFICATION AND CERTIFICATION FORMS**

#### **EXHIBIT "D" Bidder Qualifications and Certification**

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

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

#### **Contract Number 120617 Security Service for Globe Courthouse and Payson Courthouse**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

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2. Had Contractor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
  - a. A brief history of the Company.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

- f. Sealed list of “equipment used” in performing the services must accompany proposal submitted by Contractor.
- g. Gila County reserves the right to request additional information.

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

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

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

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

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

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

\_\_\_\_\_  
Title

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 120617 Security for Globe Courthouse and Payson Courthouse.

**Contractor Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

<b>Location</b>	<b>Per Hour Cost</b>	<b>Annual Cost Per Location</b>
Gila County-Payson Courthouse	\$	\$
Gila County-Globe Courthouse	\$	\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL ANNUAL COST FOR SECURITY PAYSON-GLOBE COURTHOUSE		\$

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

**All applicable taxes shall be included in proposed amount.**

### **REFERENCE LIST**

#### **References**

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

1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Title



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids for Request for Proposals No. 120617, Security Service for Globe Courthouse and Payson Courthouse, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

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

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Name of Firm

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By: (Signature)

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Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure 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.

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Signature of Authorized Representative

---

Printed Name

---

Title



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

**CHECKLIST:**

<b><u>REQUIRED DOCUMENT</u></b>	<b><u>COMPLETED / EXECUTED</u></b>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____
BACKGROUND AUTHORIZATION	_____
CERTIFICATION REGARDING DEBARMENT	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 120617 Security Service for Globe Courthouse and Payson Courthouse.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before Wednesday, February 17, 2018, 3:00 pm.

**OFFER AND ACCEPTANCE**

**TO GILA COUNTY:**

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

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

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

**Contractor Submitting Proposal:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

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

\_\_\_\_\_  
Title

**For Clarification of this Offer, Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ACCEPTANCE OF OFFER**  
***(For Gila County use only)***

The Contractor is now bound to provide the materials or services listed in RFP No.: 120617 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 120617.

**GILA COUNTY BOARD OF SUPERVISORS**

**ATTEST**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton,  
Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



## WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I \_\_\_\_\_ hereby give the Gila County Purchasing Department the right  
(Print First, Middle Initial, & Last Name)  
to make a thorough investigation of my background as part of the bidding proposal process for Bid  
No.120617.

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

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

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

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

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

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

***Please read carefully before signing.***

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**ARF-4693**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Department: Recorder's Office

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Information

Request/Subject

Voter Registration Services and Support Intergovernmental Agreement (IGA)

Background Information

In May 2005, the original Memorandum of Understanding /Contract for HAVA was signed between the State of Arizona and Gila County. That original contract provided financial assistance to all 15 Arizona counties to address a number of projects relating to accessible voting systems. The Secretary of State would be amending the original IGA for payment of the services from the 15 counties general funds to the State's remaining HAVA funds and the counties are requesting that a new IGA be implemented. The Arizona Secretary of State (SOS) entered into an agreement with Election Services & Software, Inc. (ES&S) for software and software maintenance services. The Recorder's Office utilizes the goods and services provided by ES&S to conduct elections and maintain the County's voter registration rolls. The SOS has initiated a Request for Proposals to obtain software and software maintenance services that would replace the existing ES&S contract. The Recorder has paid in full a total of \$5,083 for services rendered in the fiscal year ending June 30, 2017; therefore, the SOS has agreed to waive the payment for the fiscal year ending June 30, 2018. The SOS plans to pay the amount due for services rendered during the fiscal year 2018 with the funds that are remaining in the Help America Vote Act ("HAVA") account.

Evaluation

The County Attorney has reviewed the IGA and the next step in the process would be to present this IGA for the Board of Supervisors' approval.

Conclusion

This IGA is for the purpose of continuing the maintenance and the operation of the existing voter registration system with the current vendor, ES&S. The State has begun the Request for Proposals process for procurement of a new voter registration system. This IGA is for services during the progression and implementation of said system. As stated, Gila County has paid for services rendered in fiscal year 2017; therefore, there will be no payment required for 2018, per the terms of this IGA.

#### Recommendation

The Gila County Recorder's Office recommends that the Board of Supervisors approve this IGA.

#### Suggested Motion

Approval of an Intergovernmental Agreement between the Gila County Recorder's Office and the Arizona Secretary of State (SOS) whereby the SOS agrees to pay for the services provided to the Recorder's Office by Election Services & Software, Inc. during fiscal year 2018.

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#### Attachments

IGA - Services and Support

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## **VOTER REGISTRATION SERVICES AND SUPPORT INTERGOVERNMENTAL AGREEMENT**

This agreement (the "Agreement") is for the provision of services by the **OFFICE OF THE SECRETARY OF STATE** (hereinafter referred to as the "SOS") in support of the **GILA COUNTY RECORDER** (hereinafter referred to as the "Recorder"). The SOS and Recorder hereby agree as follows:

1. The SOS entered into an agreement by and between the State of Arizona and Election Services & Software, Inc. ("ES&S") dated March 1, 2016 for software and software maintenance services as well as a substantially similar agreement between the same parties dated July 1, 2017 (collectively the "ES&S Agreements"). Copies of the ES&S Agreements are attached as Exhibits One and Two.
2. The Recorder utilizes the goods and services provided by the ES&S Agreements and the people of Gila County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the ES&S Agreements.
3. The SOS and the Recorder have mutually determined that the Recorder's fair share of all costs associated with the ES&S Agreements is \$5,083.00 per fiscal year for services rendered in fiscal year 2017 and fiscal year 2018.
4. The Recorder paid in full the amount invoiced for services rendered in fiscal year ending June 30, 2017 for services rendered under the ES&S Agreements before September 1, 2017 therefore the SOS hereby waives payment by the Recorder for services rendered under the ES&S Agreements for fiscal year ending June 30, 2018. The recorder paid \$5083.00 with General funds from Gila County. The SOS will pay ES&S for services rendered during the 2018 fiscal year with funds retained in the Help America Vote Act ("HAVA") account.
5. The SOS and the Recorder agree and acknowledge that the SOS has initiated a Request for Proposal to obtain software and software maintenance services which would replace the software provided pursuant to the existing ES&S Agreements. The SOS and the Recorder intend that the Recorder have the opportunity to access any such replacement software in substantially the same manner as the Recorder now accesses that provided by the ES&S Agreements.
6. All parties shall comply with Executive Order 75-5, as amended by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
7. All parties shall comply with A.R.S. §23-214, which requires verification of employment eligibility through the e-verify program; economic development incentives for those that comply and requirements for a list to be provided quarterly to the United States SOS listing those employers who have adhered to the requirements.

8. All charges and expenditures created by this Agreement are subject to the availability of funds and it is expected that, if necessary, appropriate adjustments will be made by amendment to this Agreement.
9. This document, together with Exhibits One and Two, is the complete and exclusive statement of understanding between the parties, and it supersedes all proposals, oral or written, and all other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference. The laws of the State of Arizona shall govern the construction and interpretation of this Agreement. This Agreement supersedes and terminates any previous agreement between the parties on this subject.
10. This Agreement is subject to the provisions of A.R.S. § 38-511 relating to conflicts of interest and § 12-1518 relating to the use of arbitration. Venue for any dispute shall be in Phoenix, Arizona.
11. Any amendments, including all requests for additional services, shall be in writing and signed by both parties to this Agreement.
12. 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). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
13. Upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.
14. This Agreement is in effect from **July 1, 2017 to June 30, 2018.**
15. This contract terminates on June 30, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement at Phoenix, Arizona.

GILA COUNTY

\_\_\_\_\_  
GILA County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



Clerk of the Board

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE COUNTY:

\_\_\_\_\_  
Deputy County Attorney

STATE OF ARIZONA

Michelle Reagan  
\_\_\_\_\_  
Secretary of State

11/29/17  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE STATE:

\_\_\_\_\_  
Assistant Attorney General

**APPROVAL AS TO FORM**

Re: Attorney General Contract No.

KR17-0496

Pursuant to your request, the Attorney General's Office has reviewed the above referenced contract and approved it as to form. When reviewing this contract for form, the Attorney General's Office considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate); and
4. That certain provisions specifically required by statute are included.  
(e.g., provisions concerning Non-Availability of Funds; Audit of Records, A.R.S. § 35-214; Conflict of Interest, A.R.S. § 38-511; Non-Discrimination, Executive Order 2009-9; and Third Party Antitrust Violations.)

Although we will notify you if we observe other issues or problems with a contract, we have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval of the form should not be considered approval of the underlying policy considerations addressed by the contract.

DATED this 30 day of Aug 20 17.

By [Signature]  
Assistant Attorney General

\* With mail

Exhibit One

AzSOS – ES&S Agreement  
March 1, 2016

**ELECTION SYSTEMS & SOFTWARE, LLC.  
VOTER REGISTRATION AND ELECTION MANAGEMENT SYSTEM SOFTWARE LICENSE  
MAINTENANCE AND SUPPORT AND SYSTEM SERVICES AGREEMENT**

This Voter Registration and Election Management System Software License Maintenance and Support and System Services Agreement, including the scope of work described therein (collectively the "Agreement") is made and entered into effective March 1, 2016 (the "Effective Date"),

**BETWEEN:** Election Systems & Software, LLC, a Delaware limited liability company ("ES&S");

**AND:** State of Arizona ("Customer").

**RECITALS:**

- A. Customer has agreed to license certain voter registration software from ES&S for use in the State of Arizona (the "Jurisdiction"). The terms and conditions under which such license support and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- ☒ Exhibit A (Pricing and Payment Summary)
  - ☒ Exhibit B (ES&S Software Description)
  - ☒ Exhibit C (ES&S Software License, Maintenance and Support Services)
  - ☒ Exhibit D (Training Services)
  - ☒ Exhibit E (Third Party Products)
  - ☒ Exhibit F (Additional Services)
  - ☒ Exhibit G (State of Arizona Special Terms & Conditions)
  - ☒ Exhibit H (State of Arizona Uniform Terms & Conditions)
  - ☒ Exhibit I (State of Arizona Statutory Terms & Conditions)
  - ☒ Exhibit J (State of Arizona, Arizona Department of Administration, State Procurement Office (SPO) Form 101 - Competition Impracticable)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein. The Agreement is contingent upon the Arizona Department of Administration, State Procurement Office, approving Customer's Competition Impracticable request through SPO Form 101.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Arizona**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC.  
11208 John Galt Boulevard  
Suite 201 Omaha, NE 68137  
Fax No.: (402) 970-1291

Signature

Name (Printed or Typed)

Title

Date

STATE OF ARIZONA  
100 N. 15<sup>th</sup> Avenue,  
Phoenix, AZ 85007  
Fax No. (602) 542-5508

Signature

Name

Title

Date

**GENERAL TERMS  
ARTICLE 1  
DEFINITIONS**

1.1 The following capitalized terms used, but not defined, in these General Terms or on an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for ES&S Software.
- b. "ES&S Software" means ES&S' proprietary voter registration software as set forth on Exhibit B as well as all Updates and items delivered to Customer under this Agreement.
- c. "ES&S Software license, maintenance and support" means those services described on Exhibit C
- d. "Poller Software" Shall mean that certain software specifically developed for the Customer by a separate third party and utilized in conjunction with the ES&S Software.
- e. "System" means, collectively, the ES&S Software and Third Party Products.
- f. "Third Party Products" means hardware, software and equipment which have been manufactured, created and/or licensed by persons other than ES&S.

**ARTICLE 2  
LICENST OF ES&S SOFTWARE AND SERVICES TO BE PROVIDED BY ES&S**

2.1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full-time employees and its local State of Arizona County Recorders Offices, with the exception of Pima and Maricopa Counties (who each may have only two (2) bona-fide full time employees utilize the ES&S Software), to use the ES&S Software, described on Exhibit B, and related Documentation in the Jurisdiction. The License allows Customer to use and copy the ES&S Software (in object code only) and the Documentation, solely for the purposes of managing the voter registration process and other election-related activities in the Jurisdiction. The licenses granted in this Section 2.1 do not permit Customer to use the source code for the ES&S Software.

2.2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any registered or common law proprietary intellectual property rights (e.g., copyright, trademark, patent or patent pending). This section shall not prohibit Customer from copying, reproducing or printing any voter registration reports, records or information stored in or generated by the System.



2.3. **License Fee.** In consideration for ES&S' grant of the License for the ES&S Software described in Section 2.1, Customer shall pay ES&S the ES&S Software License Fees set forth on Exhibit A.

2.4. **Term of License.** As the Customer has previously received the ES&S Software described in Section 2.1, the licenses granted in Section 2.1 shall commence upon the Effective Date of this Agreement and shall continue for the Term of the Agreement. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5 or 3.4 with respect to, such license. Upon the termination of the license granted in Section 2.1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.5. **Source Code.** The License granted in Section 2.1 does not permit Customer to use the source code for the ES&S Software. ES&S has placed the source code in escrow with its third party escrow agent and will likewise place in escrow the source code for all Updates, Add-Ons and New Products (as defined below) provided to Customer. ES&S's third party escrow agent is Iron Mountain Intellectual Property Management, Inc. with offices located at 2100 Norcross Parkway, Suite 150, Norcross, Georgia 30071. Should ES&S cease operations and become unable to maintain and support any of the ES&S Software, Updates, Add-Ons or New Products provided to Customer while under an obligation to do so, Customer may obtain the source code for such item(s) for the sole purpose of enabling the continuing use of such item(s) in accordance with this Agreement. Except as set forth in this section, the source code will remain the property of ES&S and may not otherwise be used by Customer. The cost of using an alternative third party escrow agent shall be borne by Customer. Notwithstanding the foregoing, the restrictions set forth herein shall not apply to the Poller Software as such Software is owned by the Customer. The Customer shall at all times remain the owner of the Poller Software source code. ES&S is not licensing the Poller Software source or object code to the Customer and has no responsibility for such code except as otherwise set forth herein. On or before the Effective Date of this Agreement, Customer shall provide ES&S with a copy of the Poller Software source and object code in order for ES&S to provide the maintenance and support for such Poller Software as set forth in Exhibit C during the Term of this Agreement.

2.6. **Updates, Add-Ons and New Products.**

a. **Updates.** During the Term of the Agreement, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer and ES&S shall mutually agree upon the date upon which any such Updates shall be provided and installed by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S, but only if such Update was necessary to operate Customer's System, and not because the Update was requested for another state's benefit. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall report any failure of performance of an Update within ten (10) business days after the Update is, or is required to be, installed.

b. **Add-Ons and New Products.** From time to time, ES&S may offer new features which can be added on to the ES&S Software ("Add-Ons") or new software products ("New Products") to Customer. Customer may elect to license an Add-On or New Product upon the

payment of a license fee to ES&S. Unless any such license is effectuated pursuant to a separate license agreement, the Add-On or New Product shall be deemed to be part of the ES&S Software upon payment of such license fee.

c. Testing. Updates, Add-Ons and New Products shall be fully tested by ES&S prior to release to Customer. ES&S may provide optional test decks and scripts to Customer, but otherwise all Updates, Add-Ons and New Products shall perform in accordance with their specification upon release to Customer and Arizona county recorder's office personnel.

## 2.7. Services.

a. ES&S Software License, Maintenance and Support Services. During the Term of this Agreement, ES&S shall provide license, maintenance and support services for the ES&S Software ("Software License, Maintenance and Support") (a) to enable the ES&S Software to perform in all material respects in accordance with its Documentation, as provided by ES&S, and (b) to cure any defect in material or workmanship. The specific ES&S Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Exhibit C. In consideration for ES&S providing Software License, Maintenance and Support, the Customer agrees to pay ES&S the fees set forth on Exhibit A.

b. Training Services. During the Term of the Agreement, ES&S may, upon request by the Customer, provide training services to the Customer and Arizona county recorder's office personnel in accordance with the terms set forth on Exhibit D. In exchange for ES&S providing such training services, the Customer shall pay ES&S the fees set forth per a signed change order by both parties according to the rates outlined in Exhibit D. ES&S and the Customer shall mutually agree upon the date and time upon which such training services shall be provided.

c. Additional Services. During the Term of the Agreement, ES&S may, upon request by the Customer, provide those additional services as set forth on Exhibit E. In consideration for ES&S providing such additional services, the Customer agrees to pay ES&S the fees set forth per a signed change order by both parties according to the rates outlined in Exhibit F. ES&S and the Customer shall mutually agree upon the date and time in which ES&S will provide the requested services.

## ARTICLE 3 MISCELLANEOUS

3.1 Term; Termination. This Agreement shall be effective on the Effective Date, and shall terminate on June 30, 2017 (the "Term"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. The obligations of ES&S and the Customer may be terminated prior to the termination or expiration of the Agreement as follows:

a. By either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives notification thereof from the non-breaching party; or

b. By either party in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Customer hereunder in any subsequent fiscal period. However, this Section shall not be construed so as to permit the Customer to terminate this Agreement solely in order to acquire a voter registration system and/or related services from a third party. Either party may notify the other of the termination. Upon termination, ES&S shall be reimbursed to the extent of available appropriations for the reasonable value of any nonrecurring costs incurred, but not amortized, in the price of the products and services delivered to the Customer hereunder. Both parties agree that such costs will include the unrecovered ES&S Software costs (if applicable) and reasonable exit costs incurred by ES&S.



The amount of any reimbursement may be paid from any appropriations available for such purposes, and Customer's highest ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount. The Customer acknowledges and agrees that its estimated requirements cover the period of this Agreement and are reasonably firm and continuing, that sufficient funds to pay for the first twelve (12) months of this Agreement are available.

**3.2 Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to the Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, The Customer agrees to accept responsibility for (a) the use of the System; and (b) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the System. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by (y) the Customer's failure to install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) the Customer's election not to receive, or to terminate, the License and Maintenance Services provided under Exhibit C.

**3.3 Proprietary rights.** ES&S shall own the entire right, title and interest in the ES&S Software and all corrections, programs and Work Product (which shall be defined as inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know-how, literary properties and other work products) conceived, created or developed alone or with Customer or others, which are based on, related to or arising out of the ES&S Software, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use the ES&S Software and such corrections, programs and Work Products which are based on, related to or arising out of the ES&S Software that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in the ES&S Software or any corrections, programs, information, or Work Product based on, related to or arising out of the ES&S Software covered by this Agreement.

**3.4 Confidentiality.** During the term of this Agreement, each party (the "Disclosing Party") may provide the other (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Documentation, the information imparted during training provided by ES&S, and any other information relating to the Customer's or ES&S' operations, services, products, research or development. In the event that the Disclosing Party makes an oral or visual disclosure of information which it considers to be Confidential Information, it shall confirm the confidentiality of such disclosure in writing to the Receiving Party within fifteen (15) calendar days after its initial disclosure. "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement. Such persons shall be informed of and will agree to the provisions of this Section, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The Receiving Party may also disclose Confidential Information of the Disclosing Party pursuant to the requirement or request of a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder, so long as it shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that

is required to be disclosed. Upon the termination of this Agreement in its entirety, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

3.5 **Taxes; Interest.** Subject to the "Taxes" section in the Special Terms and Conditions and § 4.3 of the Uniform Terms and Conditions, Customers shall not be responsible for sales and use, excise or other similar taxes that may be imposed on the transactions contemplated by this Agreement, nor shall Customer be liable for taxes imposed on ES&S' income. Any undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such greater amount as may be permitted by applicable) for each month or portion thereof during which it remains unpaid.

3.6 **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.7 **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

3.8 **Independent Contractor.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. ES&S is providing the ES&S Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S will not be responsible for (a) user errors or (b) compatibility problems encountered through the use of the Software with equipment or software not meeting ES&S's specifications.

3.9 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.10 **Remedies.** Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax and sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid. All communications shall be sent to the attention of the persons listed below unless other names, addresses or fax numbers are provided by either or both parties. Copies of such notices shall be delivered by email, in addition to the other methods set forth above, to the persons identified below.

If to the Customer:  
State Election Director  
Arizona Secretary of State  
1700 W. Washington, 7<sup>th</sup> Floor  
Phoenix, AZ 85007  
Fax Number (602) 364-2087



If to ES&S:

Office of General Counsel  
Election Systems & Software, Inc.  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax Number: (402) 970-1291

3.12 **Disputes.**

a. **Payment Disputes.**

i. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall timely pay all other undisputed amounts to ES&S. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

ii. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may, with demand and notice to Customer and as applicable, declare the total amount immediately due and payable.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g. the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within ten (10) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time.

3.13 **Entire Agreement.** This Agreement, including Exhibits A through K (which are specifically incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in this Agreement, the Special Terms & Conditions, the Uniform Terms & Conditions, the Statutory Terms & Conditions, or SPO Form 101, the conflict shall be resolved in the following order of precedence: (1) the Statutory Terms & Conditions; (2) SPO Form 101; and (3) the order of precedence outlined in § 2.3 of the Uniform Terms & Conditions. ES&S may engage duly qualified subcontractors to perform certain of the services to be provided hereunder, but shall remain fully responsible for such performance. The provisions of Article 2, 3.2-3.4, 3.11, 3.12 this Section 3.13 shall survive the termination of this Agreement, to the extent applicable. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles.

[END OF GENERAL TERMS]

**EXHIBIT A  
PRICING AND PAYMENT SUMMARY**

<b>Fee Summary:</b>		
<b>Description</b>	<b>Refer to</b>	<b>Amount</b>
Software License, Maintenance and Support Fees		
Year 1 Coverage Dates 3/1/16 - 2/28/17	Exhibit C	\$770,000.00
<ul style="list-style-type: none"> <li>• License to use the PowerProfile product and all specifically named modules in Exhibit B</li> </ul>		\$ <u>594,050.00</u>
<ul style="list-style-type: none"> <li>• Customer and technical support of the PowerProfile application, including 24/7 access to Voter Registration expertise via 800 number.</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Bi-annual releases of the software (January and July)</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Limited system monitoring and support of VRAZII infrastructure</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Primary account manager</li> </ul>		\$ <u>79,950.00</u>
<ul style="list-style-type: none"> <li>• Custom documentation for Arizona-specific business requirements and software functions such as HEI (HAVA Exceptions Interface) and Zia</li> </ul>		\$ <u>10,000.00</u>
<ul style="list-style-type: none"> <li>• Required database licenses for VRAZII use (Oracle Enterprise Edition, Oracle Standard Edition)</li> </ul>		\$ <u>28,000.00</u>
<ul style="list-style-type: none"> <li>• Maintenance and support of the IBM poller application and its source code</li> </ul>		\$ <u>58,000.00</u>
		\$ <u>256,660.00</u>
Four month Coverage Dates 3/1/17-6/30/17		\$ 179,341.00
<ul style="list-style-type: none"> <li>• License to use the PowerProfile product and all specifically named modules in Exhibit B</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Customer and technical support of the PowerProfile application, including 24/7 access to Voter Registration expertise via 800 number.</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Bi-annual releases of the software (January and July)</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Limited system monitoring and support of VRAZII infrastructure</li> </ul>		(Included)
<ul style="list-style-type: none"> <li>• Primary account manager</li> </ul>		\$ 26,650.00
<ul style="list-style-type: none"> <li>• Custom documentation for Arizona-specific business requirements and software functions such as HEI (HAVA Exceptions Interface) and Zia</li> </ul>		\$ 3,334.00
<ul style="list-style-type: none"> <li>• Required database licenses for VRAZII use (Oracle Enterprise</li> </ul>		\$ 28,000.00

• Edition, Oracle Standard Edition) • Maintenance and support of the IBM poller application and its source code		\$ 19,335.00
<b>Total Fees For the Term</b>		<b>\$1,026,660.00</b>
Training Fees	Exhibit D	Change Order
Additional Services Fees:	Exhibit F	Change Order

**Terms and Conditions:**

**Note 1:** State and local taxes are not included but are subject to the Special Terms and Conditions and Uniform Terms and Conditions. See Section 3.6. Premium or rush transportation services incurred in connection with deliverables included in the Total Fees are additive and will be billed as incurred.

**Note 2:** Customer acknowledges and agrees that after the Effective Date, Customer shall not modify or remove any items set forth above and that Customer shall remain responsible for the payment of all items set forth herein during the Term of the Agreement.

**Note 2:** Payment Terms for the Services Provided herein shall be as follows:

- Software License, Maintenance and Support Fees: These fees will be billed quarterly. The first payment shall be due upon the Effective Date. Thereafter, the quarterly payments will be due on the first day of each new quarter during the Term.
- Training Fees: Due within thirty (30) days of Customer's receipt of ES&S invoice which shall be provided by ES&S upon the completion of the applicable training service.
- Additional Services Fees: Due within thirty (30) days of Customer's receipt of ES&S invoice which shall be provided by ES&S upon the completion of the applicable service.

**EXHIBIT B**  
**ES&S Software Modules Licensed by the Customer**  
**PowerProfile EE Module**

(Check all that apply)

- X Voter Registration Module
- X Absentee Module
- X HEI
- X Election Worker Module
- X NVRA
- X Election Management Module
- X Polling Place Module
- X Street File Module
- X Mass Changes
- X Notices Module
- X Image Indexing Module
- X Job Processor
- X Petitions Module
- X Public Service Requests Module
- X Export Files
- X Voter View
- X Agency Central Interface Module
- X VRS
- X ZIA
- X Power Lock
- X Power Scan



**EXHIBIT C**  
**ES&S Software License, Maintenance & Support**

1. **SERVICES PROVIDED.** Upon Customer's payment of the Software License, Maintenance and Support fees set forth on Exhibit A (the "Maintenance Fee"); ES&S shall provide Software License, Maintenance and Support during the Term. ES&S shall support the following environments under this Agreement: (1) Production, and (2) User Acceptance Testing. ES&S shall only be obligated to provide support to the foregoing environments under this Agreement. The respective support responsibilities of the parties for license, maintenance and support are set forth herein.

2. **SYSTEM ADMINISTRATORS.** The customer shall always have two (2) designated State System Administrators. ES&S shall be notified of their names, telephone numbers and email addresses.

3. **UPDATES.** During the Term of the Agreement, Updates will be provided in accordance with Section 2.6(a) of the General Terms.

4. **CONDITIONS.** ES&S shall not be obligated to provide Software License, Maintenance and Support services if:

- (a) the ES&S Software is not used with hardware and software meeting specifications supplied by ES&S.
- (b) the hardware and software used with the ES&S Software is not in good operating order or is not installed in a suitable operating environment;
- (c) the hardware does not have a current warranty or support agreement by the original vendor;
- (d) the ES&S Software or any hardware or software with which the ES&S Software is used is modified, changed or altered without ES&S' prior authorization or approval in writing;
- (e) the data and/or the database structure used in conjunction with the ES&S Software is manipulated using application software other than the ES&S Software;
- (f) the failure of performance is caused by Customer, its employees or authorized representatives, or any third party;
- (g) Customer does not notify ES&S of the failure of performance within ten (10) business days after it occurs and is otherwise not in compliance with its obligations hereunder; or
- (h) Customer does not pay any Maintenance Fee on a timely basis.

5. **SUPPORT HOURS.** ES&S will maintain support Monday – Friday from 7:00 am – 6:00 pm CST, including a specific primary account manager during the hours of 8:00 am CST and 5:00 pm CST. A support member or an automated voice mailbox will greet the toll-free help-line call. Outside of the times noted, ES&S provides after-hours emergency help line support. When calling ES&S' toll-free help-line outside of regular hours, an on-call Support Specialist will return the call and work to resolve the problem. Response times on all calls during non-business hours will be within 2 hours. Priority 1 calls will still be a 30 minute call back time.

6. **SUPPORT CONTACT INFORMATION.** The following is the support contact information for ES&S.

Primary account manager James Zook: Toll-free help line: 1-800-353-2832

Fax: 1-402-970-1284

Email: [helpdesk@essvote.com](mailto:helpdesk@essvote.com)

Only send non-critical support request to our helpdesk e-mail address. Upon receipt, your request will be entered into our call tracking system and will follow the same process had you called the helpdesk from our toll-free number.

ES&S reserves the right to replace the Customer's primary account manager at any time during the Term of the Agreement as ES&S' business needs may arise. ES&S shall notify the Customer, in writing, of any change to the Customer's primary account manager and shall provide a replacement account manager with the same or greater skills than the primary account manager which is being replaced.

7. **SUPPORT.** ES&S provides four tiers of support and corresponding support representatives defined below:

- **Tier 1** – used during high volume times, Tier 1 will be used to answer calls, log tickets, and determine prioritization of calls.
- **Tier 2** – incidents / requests are normally resolved by our customer service representative. Occasionally, coordination with other ES&S departments is necessary.
- **Tier 3** – incidents / requests require resolution by a dedicated Customer Account Specialist experienced in troubleshooting software and hardware issues.
- **Tier 4** – incidents require support from senior network or application software engineers and / or skilled database administrators.

ES&S incorporates a prioritized response process to manage maintenance issues and hardware or software enhancement / defect submittals. Incidents and service requests are escalated to the appropriate resource based on the level of support required. During the mission critical time periods, ES&S works to resolve issues within 24 hours. Below are descriptions of each support level.

**The level of call escalation priorities are defined as follows:**

**Priority 1 – URGENT** Users are experiencing an urgent software or hardware technical failure which is inhibiting the ability to perform election-critical functions. (Priority 1 often indicates an entire system failure and all users have no capabilities). Priority 1 calls are returned within 30 minutes and resolved as quickly as possible. In order to decrease downtime, workarounds may be necessary.

**Priority 2 – SERIOUS** Users are experiencing a serious software or hardware technical failure, causing loss of productivity during election-critical periods. Priority 2 calls are returned within 1 hour.

**Priority 3 – IMMEDIATE** Users are experiencing a software or technical malfunction or are in need of assistance with a process, which is causing loss of productivity during election critical periods. Priority 3 calls are returned within 1 hour.

**Priority 4 –QUESTION** Users have questions related to software or hardware technical function. Priority 4 calls will be returned within a 2 hour timeframe to answer basic system questions or to set a time for a "walk thru" of a process.

**Priority 5- MINOR** Users are experiencing a minor software or technical problem which is causing loss of productivity during non-election periods. Priority 5 calls will be returned within a 2 hour timeframe



Priority 9 CLIENT IN THE OFFICE Users have an immediate need because you have a registrant, a candidate or some other individual in the office and you need information from the application at that moment. Examples might be help with a PSR, Printing a report, printing an ID card. These tickets are handled with a high priority. Priority 9 calls will be returned within minutes.

Responsibilities of ES&S	Responsibilities of Customer
<ul style="list-style-type: none"> <li>▪ VR software support as outlined in Agreement</li> <li>▪ Installation of Oracle software upgrades</li> <li>▪ Database analysis and recommendation of tuning parameters as needed</li> <li>▪ Implement tuning recommendations approved by customer as needed</li> <li>▪ Outline operational and technical requirements for a Backup and Recovery Strategy</li> <li>▪ Outline procedures and provide scripts for performing routine database exports</li> <li>▪ Assist Customer in its performance of the following: <ul style="list-style-type: none"> <li>▪ Hardware problem diagnosis</li> <li>▪ Software problem diagnosis</li> </ul> </li> <li>▪ Support of ES&amp;S approved third-party software required to run VR Products Upgrade, impact planning, and assistance</li> <li>▪ Server recovery, provided backups are available</li> <li>▪ Database recovery or database restore if needed, provided a backup is available</li> <li>▪ Work with technicians to resolve problems after the customer has contacted the appropriate vendor</li> <li>▪ Coordinate with the customer to set a schedule when routine maintenance or upgrades will be performed</li> <li>▪ Limited support of approved client operating systems – Windows 7, 8.1, 10 (Professional/Enterprise)</li> <li>▪ Support of ES&amp;S approved third-party software required to run VR Products, contacting the appropriate vendor if replacement of parts are necessary</li> <li>▪ Backup and archiving of voter registration data and associated meta-data</li> <li>▪ Maintain existing custom product documentation developed specifically for the Customer by a separate third party</li> <li>▪ Provide specifications for the System as it directly relates to Arizona-specific enhancements</li> <li>▪ Provide an Arizona-specific user guide for the System, including Arizona-specific business requirements and software functions</li> <li>▪ Provide Customer the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.</li> <li>▪ Provide updates to the Arizona specific User Guide for each major release which generally occurs twice a year.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understand proper use of VR application functions and proper use of VR application in the conduct of election management and administration</li> <li>▪ Inquire directly with ES&amp;S support for questions regarding use of VR application</li> <li>▪ Customer or end-users are required to provide adequate access to system with all necessary logins and passwords. All required admin-level passwords are needed by the Effective Date.</li> <li>▪ Validate any data input and output in the day to day use of VR application</li> <li>▪ Responsible for maintaining and managing State purchased software licenses and hardware warranty agreements</li> <li>▪ Responsible for connectivity</li> <li>▪ Responsible for Business Continuity plan</li> <li>▪ Customer-installed third-party software on end-user workstations</li> <li>▪ Cost associated with any additional hardware or software required to perform required upgrades</li> <li>▪ Damage caused by misuse, abuse, or neglect</li> <li>▪ Damage caused when warranted parts were repaired or replaced by an organization other than those approved by the hardware manufacturer</li> <li>▪ Customer shall have the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.</li> </ul>

## **EXHIBIT D**

### **Training Services**

#### **PURPOSE**

ES&S will provide training to the State of Arizona and County personnel for the use of the Voter Registration Power Profile software as needed and upon request. All training will be provided in accordance with the terms set forth herein. The dates for any requested training will be mutually agreed upon by the parties. All training services will be invoiced at the completion of each training session.

#### **ES&S OVERALL TRAINING APPROACH**

Our comprehensive training program has been developed to promote a strong level of competency for all intended users. A series of training modules will be developed that provide participants with the skills to perform necessary operations.

Individuals attending the training sessions should have a general understanding of their roles and responsibilities and their local voter registration and election processes. Members of the staff responsible for the operations of the Power Profile system should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals scheduled for training should be prepared to use the training manuals and checklists provided to compliment the instructor's presentations.

#### **INSTRUCTORS AND RESOURCES**

ES&S will utilize a diverse team of knowledgeable and experienced trainers to manage all aspects of the training process.

Once training is authorized by the Customer, ES&S will work directly with each user to confirm the training participants and environment setup as their time for training draws near for the on-site training. The ES&S trainer will be responsible for communicating all training invitations and communications.

#### **REQUIREMENTS/FEEES**

- A 30-day notice should be given to ES&S prior to requesting a training session to allow for proper planning of the class.
- ES&S shall invoice the Customer upon completion of each individual training session. Payment shall be due within thirty (30) days of Customer's receipt of ES&S' invoice.
- For release notes review sessions that usually have a Q&A period, and are held via conference call / Webex, no charge will be incurred. Otherwise, training options are:
  1. Customer Onsite Training in the State of Arizona - \$1,575 per day, one (1) trainer;
  2. Customer Onsite Training in Omaha, Nebraska - \$1,000 per day, one (1) trainer; and
  3. Customer Webex Training - \$150 per hour, one (1) trainer, and maximum of 15 participants per session.

Option 1 is an on-site classroom environment with hands-on access to PowerProfile in a training environment. Class size shall be limited to no more than 12 people per class. Customer is responsible for facilities, workstations and connectivity. Course lengths are a minimum of three (3) days.

Option 2 is an on-site classroom environment with hands-on access to PowerProfile in a training environment in ES&S's corporate HQ in Omaha, Nebraska. Class size shall be limited to no more than 12 people per class. ES&S is responsible for facilities, workstations, and connectivity. Customer is responsible for transportation, lodging, and meals. Course lengths are a minimum of two (2) days.

Option 3 permits users to ask the ES&S instructor about specific issues and have the instructor demonstrate on the screen in real-time. Class size shall be limited to no more than 15 people per class

**EXHIBIT E**  
**Third Party Products**

The chart below outlines the Third Party Products necessary to run the System. The chart outlines the responsible party that should manage and pay for each of the license renewals.

3 <sup>rd</sup> party license	Licenses Managed/Paid by ES&S or AZ SOS
Symantec Backup Exec V-Ray Edition	AZ SOS
Symantec Backup Exec Linux Agent	AZ SOS
Double Take Availability for Windows	AZ SOS
VMware Enterprise Edition	AZ SOS
Tricerat Screwdrivers	AZ SOS
Oracle Enterprise (State)	ES&S
Oracle Standard for Maricopa and Pima Counties	ES&S
Citrix XenApp and Netscaler Virtual Appliance Licenses	AZ SOS
Trend Micro Deep Security	AZ SOS
Required SSL Certificates	AZ SOS
IBM Proprietary monitoring software	AZ SOS
Red Hat Enterprise Linux	AZ SOS
Crystal Reports	AZ SOS

Note 1: From time to time, third party vendors will discontinue maintenance on third party products. If we are notified that a third party product will be discontinued, ES&S will discuss a replacement product with the Customer. The Customer will then need to purchase and renew the licenses based on a timeframe that ES&S will provide.

**EXHIBIT F**  
**ADDITIONAL SERVICES**

1. **SYSTEM ENHANCEMENTS.** From time to time, the Customer may request enhancements to the system. Enhancements can be requested due to changes in state or federal law, as well as modifications the state or county would like to the system. When an enhancement is needed, it should be requested through the ES&S helpdesk as they will log an enhancement into the ES&S' tracking system. Thirty days prior to ES&S scoping the next general release, the state enhancement list will be submitted to the state administrators. The state administrators will prioritize the enhancement request, notate the ones that are being requested specifically for the next general release, and return the list within thirty days of receipt. ES&S will then evaluate the enhancement list, estimate the level of effort, and formulate a plan for release inclusion. A change order will then be presented to the Customer for signature that outlines the work level for each enhancement.
  
2. **SERVICE FEES.** Additional Services may be requested by Customer from time to time under this Agreement. All additional changes will be presented through the change order process and subject to the service fees outlined below. Customer shall only pay for those services which Customer requests and for which services are performed.

All additional services not otherwise set forth herein shall be performed by ES&S and through the change order process and subject to the rate of \$150.00 per hour.



## Special Terms & Conditions

### Accuracy of Work

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

### Additional Charges

Any charges not delineated in this contract, including but not limited to restocking fees and per print and/or media non-print service charges, may not be added to materials purchased under the terms of this RFP without written consent of the State of Arizona Procurement Office and customer agencies.

### Amendments

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor 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 or modification or supplementation to the contract.

### Americans With Disabilities Act of 1990

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

### Appropriation of funds

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

### Assignment

The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Arizona of all rights, title and interest in and to all causes of action that the contractor may be under the antitrust laws of the United States or the State of Arizona for which causes of action have

accrued or will accrue as the result of or in relation to the goods or services purchases or procured by the contractor in the fulfillment of the contract with the State of Arizona.

The contractor represents that it is an independent contractor offering such services to the general public and shall not present himself or his employees as an employee of the State of Arizona. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workmen's compensation, employee insurance, minimum wage requirements, overtime and agree to indemnify, save, and hold the state of Arizona, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### Assistance upon Termination

The State shall have the right to extend offers of employment to any contractor employees to protect the continuance of service to the State. All non-competition agreements for such employees shall be disregarded in this case. Contractor shall provide reasonable access to these employees and will not interfere with the State's efforts to hire them.

Contractor will provide to the State at the termination of the contract, no matter how occasioned, the option to buy or lease back any or all dedicated equipment, furniture, fixtures, and facilities at net book value. Contractor will agree to leave said equipment certified for maintenance by the contractor prior to transfer.

The State shall have the option to assume contracts for any services provided by third parties to the contractor and used by the contractor to provide services to the State, and the contracts between the Contractor and any third parties or sub-contractors shall be written so that they are assumable by the State or new Contractor assuming responsibility for outsourced telecommunications, at the sole option of the State or that new Contractor.

Commencing at least six (6) months prior to termination and continuing through the effective date of termination, contractor shall provide the State with termination assistance. In addition, contractor shall provide, upon the State's request, termination assistance for up to six (6) months following the date of termination. The State may request an additional period of assistance not to exceed six (6) months.

If the Contractor has incorporated the State's network into a contractor proprietary network, the contractor will provide up to two (2) years continued network services at the then current contract rates for such service. This will permit the State to establish a replacement capability in an orderly manner.

The Contractor must propose how it will price termination assistance services that it will provide to The State immediately preceding and for some time after contract termination.

#### Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor'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 Contract or Subcontract. Should Contractor not desire to retain the audit documentation in its entirety for a period of five (5) years from the date of the audit report, they shall be given to the Auditor General for safekeeping.

#### Availability of Funds for the Next Fiscal Year

Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.



#### Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

#### Cancellation

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

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

#### 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.

#### Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

#### Civil Rights Assurance Statement

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

A. If the premises are at any time opened to the public.

B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

#### Civil Rights Notification

The AGFD prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

#### Code of Conduct

The contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

#### COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT.

The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty

#### Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.

#### Confidentiality (End-users)

Notwithstanding aggregate usage statistics used for reporting purposes, Contractor shall keep confidential all information concerning individual end-users. Contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party. Contractor shall not retain or reuse information about the end-users in their own operations.

#### Confidentiality of Information

The contractor shall treat all information and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law, and shall not use any



information so obtained in any manner except as necessary for the proper discharge of its obligations and protection of its rights hereunder.

#### Confidentiality of Records

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

#### Conflict of Interest

No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

#### Contract Additions

Items required for expanding/upgrading the existing system shall be purchased at the prices (equal to or less than) provided in response to this solicitation during the term of the contract and any extensions which may be implemented jointly by the State and the contractor.

#### Contract Administration

Following award, the contractor shall contact the Arizona Department of State; Secretary of State's Office, Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

#### Contract Assignment

Contractor may not assign, transfer or convey any of its rights or obligations under this Contract without the written permission of the Agency.

#### Contract Defined

The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for expenditures under the contract until funds have been encumbered.

The contractor agrees and understands that the State of Arizona's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individuals(s) and/or personnel qualifications(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State Agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the State Agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Arizona agrees that an approval of a substitution will not be unreasonably withheld. The contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the contract.

#### Contract Implementation Meetings

Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. The meetings will be at the discretion of the agency. The contractor will be notified in advance of the meeting(s) time, frequency, and locations to ensure all appropriate contract staff and representatives attend. The State reserves the right to decline conference call attendance or participation.

#### Contract Modifications

The State will reserve the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications must be in writing.

#### Contract Problems or Changes

If at any time during the course of the contract the Department makes the supplier aware of any problems with their products, the supplier shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for non-use, contract suspension, or contract cancellation.

No change to this contract or any item supplied under this contract is allowed without the expressed written authorization of the Procurement Officer. The Department will be the sole authority as to how the proposed change, modification or substitutions is evaluated and whether it is turned down, accepted or accepted conditionally.

#### Contract Restructure After Award

The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

#### Contract Termination

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

#### Contractor Maintenance

All initial maintenance shall be included in the purchase price and shall continue for a period of one (1) year, coinciding with the Warrantee period.

Software Maintenance: Contractor shall provide, at no additional charge, all new releases, upgrades and bug fixes of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which contractor generally makes available to its installed base of customers of such programs. During the term of the contract all software upgrades, as well as all hardware and software patches to repair defects in the system, at no charge to the using entity or State. Documentation should be updated and delivered accordingly.

#### Contractor Personnel

During the course of the contract, the State reserves the right to require the contractor to reassign or otherwise remove from the project any contractor employees found unacceptable by the State.

The State reserves the right to approve in advance in writing, any changes to the contractor personnel specified in the contractor's proposal. The State will not unreasonably exercise the rights reserved under this paragraph.

#### Contractor Selection and Assignments



The State makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. The State is under no financial obligation to any selected Contractor unless the State issues a Purchase Order for a specific assignment.

Each Contractor contacted will have the opportunity to indicate their availability and prepare a proposed inclusive fixed fee for the work assignment in accordance with the following guidelines.

Submit a written cost proposal for the work, by parcel, if applicable. If subcontract work or specialized service is required for the assignment, Contractor must identify such cost separately. If additional subcontracting work or specialized service is required after the award of the assignment, Contractor must obtain prior approval from the State.

The State reserves the right to ask all contractors for a full schedule of values to show how a contractor's fixed price offered was determined.

#### Contractor's Other Contract Responsibilities

Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract.

Attend Required Meetings: The On-Site Contract Administrator will schedule meetings that will be held at the contracting agency's headquarters office in Phoenix unless otherwise indicated by the contracting agency.

- Post-award planning meeting before the start of any work on this contract.
- Pre-commencement meetings scheduled by the State before the beginning of any work on individual project sites.

#### Credit Reviews

The State of Arizona reserves the right to request a credit review on each Offeror and/or any subcontractors offered in their proposal. Such credit reviews will be considered 'confidential' information, and will be treated as such after evaluations and prior to contract award. Such credit reviews will not be available for public review.

#### Current Models

It is the State's intent to procure materials of the latest technology. Therefore, materials bid must have a market place introduction date of 1992 or later. All materials bid must be in current production and parts must be available for a minimum of five (5) years from bid date.

#### Customer Support

At no additional cost to the State, the contractor shall provide telephone-based customer support service for applications, equipment operation, and troubleshooting for a period of one year from the date of acceptance by the State.

#### Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification.

#### Definition of Key Words Used in the RFP

- Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or

evaluate the proposal without the information.

- May: Indicates something that is not mandatory but permissible.

#### Delays and Extensions

During the course of this Contract, if deemed in the best interest of the State, an extension of time may be granted by written mutual agreement. The due date of delivery of an assignment may not be extended without written authorization of the State. To be considered, requests for extension must be submitted by the Contractor, in writing, no less than five (5) working days prior to the original due date.

Due date extensions will not be granted without compelling cause. A compelling cause will, in most cases, be a change order or revision initiated by the State. However, any time extension so granted shall not constitute or operate as a waiver by the State of any of its rights herein.

#### Delivery Location(s)

To provide adequate coverage for various State agencies and political subdivision(s), the State of Arizona reserves the right to add and or delete locations whichever is deemed most advantageous to the State of Arizona.

#### Documentation

All documentation and printed materials provided by the Contractor may be reproduced by the State, provided that such reproduction is made solely for the internal use of the State or County employees and that no charge is made to anyone for such reproductions. Costs of all reproducible training materials and documentation should be included in the price of the product. Documentation must be delivered to the SOS and counties prior to final system acceptance.

#### Electronic or Information Technology

Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

#### Electronic Ordering Systems

1. Systems that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting available through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal. This provision shall only apply to those contractors who have such systems available under the contract. The contractor's system, at a minimum shall:

1.1. Be made available to all eligible agencies. Utilization shall be the sole discretion of the eligible agency;

1.2. Be implemented with a training program to the agency on how to use the system;

1.3. Be maintained by the contractor;

1.4. Be a secure connection;

1.5. Not allow for purchase orders to be placed for non-contract or excluded items.

1.6. Provide multiple or individual access to the system (agency elect);

2. Eligible agencies may elect, at their own discretion to utilize the contractor's electronic ordering system. Should an eligible agency elect to use the system they shall do so by formal request to the contractor.

2.1. Upon receipt of the request the contractor shall have the system fully installed and functioning within 30 day from receipt of the request, or as mutually agreed upon between the agency and the contractor.



- 2.2. Initial training shall either be performed upon completion of the installation or as mutually agreed upon between the agency and the contractor.
3. Upon contract termination or at the request of an agency the contractor shall uninstall all features of the system within 30 days.
4. Contractors not having electronic ordering systems at time of award but who may wish to offer such, may do so at any time during the contract period by providing a written request to the contract specialist of record. Systems offered shall meet all criteria established above. Incorporation of the offered system shall be in the form of a contract amendment.
5. All cost associated with installation, training, maintenance, support and removal of such systems shall be borne by the contractor

#### Eligible Agencies (Identified)

This contract shall be for the exclusive use of those State of Arizona departments, agencies, commissions, boards, eligible universities, political subdivisions and nonprofit educational or public health institutions identified in the price sheet section of this solicitation.

#### Employees

The Contractor shall provide mentally alert, physically fit, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State.

Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch.

Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours. Visitors, wives, husbands, or children of the Contractor or Contractor's employees will not be allowed in the work location.

The Contractor is required to remove any litter associated with Contractor or Contractor's crew, (i.e. trash produced by employees on their break times).

#### EPA Energy Star Products

HB 2324, Chapter 114, A.R.S. § 34-451 requires that the State of Arizona purchase Energy Star products or products certified by the Federal Energy Management Program as energy efficient for all product classifications available. If an Energy Star product or certified product is available, documentation of the Energy Star status or certification must be submitted with the offer. Failure to submit the required documentation may deem the offer as non-responsive.

#### Equipment

The Contractor shall be fully aware that work must be started and completed as specified in this contract. It is the responsibility of the Contractor to determine which equipment and methods to use to perform the services required by this contract, unless the contracting agency instructs otherwise in writing.

#### Escalation

The State may allow for an escalation of the contract price, limited to labor and direct cost increases, provided that the increases can be verified by audit. The Contractor must provide the State with a 30-day written notification requesting an increase. No escalation will be allowed prior to one year from starting date of contract.

#### Escrow

Copies of all source code files required to develop the system object code and firmware; with any compilers, utilities, hardware, and instructions required must be held in escrow for the duration of the contract. Versions of the executables shall also be placed in escrow.

#### Federal Excise Tax Exemption Certificate

It is understood that the exemption from tax in the case of sales of articles to state agencies or political subdivisions thereof is limited to articles purchased for use in the exercise of essential government functions, and it is agreed that where articles purchased tax-free under this exemption certificate are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the agency will report such facts to the vendor.

#### Federal Funding

Funding for this project and/or equipment and services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this contract unless there are monies provided by a federal grant. The contractor should take this fact into consideration.

#### Federal Immigration and Nationality Act

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

#### Federal Immigration and Nationality Act 2

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.

#### Financial Soundness

The Agency must be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the Agency of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

#### Firm Quantities

This solicitation references quantities as a specific indication of the needs of the state.



#### Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

#### Inclusive Offeror

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of Administrative or Billing needs. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### Independent Contractor

This contract is for the contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.

#### Inspection, Acceptance and Rework

The State Project Manager will conduct the following inspections:

Compliance Inspections. While work is being performed, the State shall perform periodic inspections of the project work sites, without prior notice to the Contractor, and conduct on-site meetings with the Contractor to ascertain the Contractor's compliance with contract requirements and determine if corrective rework is required.

#### Installation

Installation shall include all electrical hook-up, testing procedures and operator training.

### **STANDARD PROFESSIONAL SERVICE CONTRACTS**

#### **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and 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 State of Arizona, its officers, officials,

agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### **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 State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

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

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

- |  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability                             | \$ 50,000   |
| • Each Occurrence                                  | \$1,000,000 |

a. The policy shall be endorsed to include 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 Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

**5. Network Security (Cyber) and Privacy Liability**

• Each Claim	\$2,000,000
• Annual Aggregate	\$2,000,000

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy 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, 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.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 6. Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
  - Annual Aggregate \$2,000,000
- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
  - b. Coverage shall include or shall not exclude settlement and/or defense of claims involving copyright and trademark infringement.
  - c. In the event that the Tech E&O 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, 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. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the 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 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:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and

endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### Invoicing

The Contractor will invoice the State according to the manner assigned in Exhibit A. All invoices will contain the contract number, contract name, project number, purchase order number, equipment utilized, labor hours, labor rate, materials supplied, Contractor's name and address, a copy of Work Order authorizing work and the name of the Contractor's representative to contact concerning billing questions.

#### IT 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### IT Architecture and Standards

The Arizona Strategic Enterprise Technology (ASET) of the State of Arizona is responsible by law for coordination of a statewide plan for information technology (IT) and development of IT policies, standards and procedures for state agencies. To support IT plan development and to facilitate continuous change toward standardized business processes and common, interoperable IT environments, the State developed an Enterprise Architecture (EA). Political subdivisions may follow some or all of the architecture or the standards, at their discretion. The EA and the standards can be accessed through ASET web page at <https://aset.az.gov>

Technical standards developed under this program shall be followed by the contractor in all decisions and recommendations. The Enterprise Architecture and IT standards developed under ASET's policies, standards and procedures program (PSP) are updated periodically to reflect changes in technology and the needs of the State. Contractor must remain current on its knowledge of the EA and IT standards. The contractor is encouraged to recommend updates to these standards from time to time.

#### Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

#### Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.



#### Manuals

Once awarded the supplier shall provide two copies of the user's manual.

Any changes that affect the user's manual shall be given to the Department as applicable and as soon as possible. In addition, the supplier shall revise and develop additions to the manual if requested by the Department.

The user's manual shall also include a customer service contact phone number, e-mail and/or website.

#### Manufacturer Full-line Evidence

The State may at any time during the solicitation or after Contract award require evidence that the Vendor is authorized to sell and distribute the full line of products offered by any manufacturer the Vendor is Offering or awarded. This evidence may include a letter from the manufacturer verifying the Vendor's full line authorization.

#### New Equipment

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

#### Non-Collusion

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

#### Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

#### 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 contract. This provision applies to work performed by subcontractors at all tiers.

#### Options

A request for the addition of options to particular machines may be submitted at any time during the contract period. The state, at its own discretion, may accept a request for the addition of options. The contractor shall submit, in writing, a request for the addition of options and provide the following:

1. Documentation showing that the option was: 1) Not available for the contract machine at the original time of bid and has not been available for more than 30 days prior to the request, or; 2) The option is made available due to a model substitution.
2. The option is priced at a similar discount to the original options at the original time of bid. Manufacturer's price lists and vendor pricing data shall be submitted as documentation.

3. The option is an enhancement to the machine that will be beneficial to the state and does not significantly hinder the original performance of the machine, as determined by the state.
4. The option does not change the original requirements of the category for which the machine was awarded, as determined by the state.

All additions of options shall become effective upon approval of the state.

#### Organization-Employment Disclaimer

The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

#### Other Contracts

The agency may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such other contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The agency shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### Overall Quality of Submittal and Conformance with Requirements

The Offeror shall insure that all requested information is provided in format described above.

#### Partial Inspections

If the project is designated on the Work Order to be invoiced using the Partial Completion method, the State Project Manager will contact the Contractor within ten (10) days of receiving the partial invoice, to schedule a mutually acceptable date and time to conduct an on-site meeting with the Contractor, perform the inspection, and make a determination if corrective rework is required. The Contractor must request the partial inspection at the time the invoice is sent. The Contractor will not be paid until the work invoiced has been inspected and approved.

#### Payment

The Contractor shall be paid based on the amount agreed upon in writing. All additional work must be approved by the State in advance and be in accordance with the contract rate.

Work shall be completed in a responsible and professional manner in accordance with the requirements incorporated in the assignment. Determination of acceptability of work will be made by the State. Payment shall be made upon State's receipt of Contractor's invoice. However, should the work products require correction, the State reserves the right to withhold all or partial payment on future assignments until the work product has been reviewed and accepted by the State. Payment of any invoice shall not preclude the Department from making claim for adjustment on any service found to have been in non-compliance with the contract.

#### Payment Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save the State harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The Contractor shall, at the State's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

#### Performance Standards

The State relies upon the provision of services in accordance with the contract. Therefore, while assignment due dates are variable, the Contractor agrees that time is of the essence, and that contractual commitments shall be met.

Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a Government agency or a Government Contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the State or others.

The Contractor agrees that Contractor's employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the State, except to authorized State personnel or upon written approval of the State.

#### Post Award Meetings

Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ('metro') Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre-conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

#### Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

#### Project Administration

The State's Agency's Representative shall be designated at the time of contract award. The State's Agency's Representative will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.



#### Protection of Facilities and Grounds

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified.

Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

#### Quality

All equipment and/or services offered in this contract shall meet or exceed the quality requirements specified herein.

#### Quantities (Considerable and Indefinite)

The quantities of supplies and services available under the contract are considerable but indefinite.

#### Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State including the Auditor General's duly authorized representative, at reasonable times. Upon request, the Contractor shall produce and deliver to the State and Auditor General's office, at no charge, a legible copy of any or all such books, documents, records and any other audit documentation that are in any way pertinent to this contract.

#### Reference to Uniform Terms and Conditions

The State of Arizona Uniform Terms and Conditions are incorporated herein by reference (Go to the Arizona Department of Administration website <http://spo.az.gov> Administration & Policy/State Procurement Manual/Standard Forms and Documents/Uniform Terms and Conditions).

#### Relationship With Others

The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

#### Relocation of Equipment

The State, on occasion, may have reason to require the relocation of equipment. A purchasing entity shall not move or relocate contractor-installed equipment without prior notice to and approval by the contractor. The contractor will prepare the copier for transport, pick-up and deliver, and set the copier up at the new location. The contractor will not charge a relocation fee. Departments must provide the contractor with a minimum fifteen-day written notice when this service is required. This service is available ONLY for copiers and/or multifunctional devices purchased or rented on this contract, under a maintenance agreement purchased under the resulting contract, or still under the initial 90-day manufacturer's warranty. The relocation of equipment does not apply to other copiers that the State may own.

The purchasing entity shall not be responsible for damage caused by the contractor during an approved

relocation of the equipment by the contractor. The contractor shall be responsible for any additional costs associated with restoring the equipment to its original performance.

#### Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The State may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State.

#### Removal of Equipment

Should the State terminate the requirements of this contract in accordance with terms and conditions, the Contractor shall retain all rights to rental equipment provided and shall remove such equipment within fifteen (15) days of notice of termination. If the Contractor fails to remove the rental equipment in a timely manner, the State shall dispose of the equipment in accordance with established Surplus Procedures.

#### Review of Contractor's Work

Work performed by the Contractor shall be subject to the periodic reviews and partial acceptance at various stages. The State reserves the right to make such reviews and pass upon the acceptability of Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this project.

#### Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

#### Scrutinized Business Operations

Pursuant to A.R.S. § 35-391.06 and § 35-393.06; the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.

#### Security

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

#### Security Clearance

A security clearance shall be required of the contractor and of all employees of the contractor or subcontractor who will have access to the facilities or operations shall be escorted at all times by a representative of the using agency.

#### Serial Numbers

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

#### Service Limitations

The award contractor shall not be responsible for any equipment failure and/or damage by cause other than normal wear and care, i.e. Inadequate or improper power; improper care or abuse of equipment; unauthorized attempts to repair or modify the equipment; acts of God. Further, painting, refinishing, and

supplying materials for the purpose of painting and/or refinishing shall not be the responsibility of the contractor.

#### Site Clean Up

Supplier shall be responsible for the removal of all materials, debris and residue resulting from the performance of the service. All work areas shall be maintained in a clean and orderly manner throughout each work day.

#### Software Support

The contractor shall provide telephone or computer network support to the State to correct any defect in the software that materially and adversely affects the use of the software. Typical tasks may include nights and weekends to support software failure, testing, modification to existing systems, or other factors that disrupt the agency's use of the software.

#### Software Updates

The contractor shall provide, at no additional charge, all new releases and updates of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which the contractor generally makes available to its installed base of customers of such programs.

#### State Property Protection (Moving)

Contractor shall protect his equipment from damage and shall protect state property from damage or loss arising in connection with this contract and shall be liable for any damage, injury or loss caused by his operations or those of his employees. To insure that no harm is done to the building, General Services Division, will oversee the removal.

#### Storage

All materials shall have a minimum rated shelf or storage life of three years from the date of delivery.

#### Subcontractors

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

#### Suspension or Debarment Certification

By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

#### Suspension or Debarment Status

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment.



Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

Telephone Ordering Support

Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Termination for Default

The State reserves the right to terminate the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for failure to adequately perform, or there is reason for the State to believe that the Contractor cannot or will not adequately perform the requirements of the contract.

Transition Period

The contractor shall attend transition meetings with the previous contractor if deemed necessary by the State. The State reserves the right to permit the previous contractor to complete necessary work or tasks currently in progress to aid in the transition process.

Waiver and Rejection of Rights

Notwithstanding any other provision of the solicitation, the State reserves the right to waive any immaterial defect or informality; Reject any and all offers or portions thereof; or Cancel a solicitation. The chief procurement officer shall file a written determination specifying the reasons for the decision.

Will Call/Ordering Support

The contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

Workmanship

The contractor agrees that all work shall be done by skilled and experienced technicians and shall be done in a first-class workman like manner in accordance with the equipment manufacturers recommended procedures.

# UNIFORM TERMS AND CONDITIONS

## Version 9

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"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.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

### 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. 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.
- 2.3. 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:
- 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 and no other understanding either oral or in writing shall be binding.
- 2.7. 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. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. 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.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor'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 Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created by the Contractor specifically for the State and paid for by the State under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. omitted
- 3.9. 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.
- 3.10 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.
- 3.11 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 contract. This provision applies to work performed by subcontractors at all tiers.

#### **4. Costs and Payments**

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. 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 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.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

#### **5. Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.



Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment 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.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

- 6.2. Indemnification

- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

- 6.4. Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. 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

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. 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.

6.5. 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, toward fulfillment of this Contract.

## **7. Warranties**

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this



paragraph are not affected by inspection or testing of or payment for the materials by the State.

- 7.5. 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.

- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8. State's Contractual Remedies**

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

- 8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. 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.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State

concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## **9. Contract Termination**

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
  - 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  - 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
  - 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under

this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

Exhibit Two

AzSOS – ES&S Agreement  
July 1, 2017

**ELECTION SYSTEMS & SOFTWARE, LLC.  
VOTER REGISTRATION AND ELECTION MANAGEMENT SYSTEM SOFTWARE LICENSE  
MAINTENANCE AND SUPPORT AND SYSTEM SERVICES AGREEMENT**

This Voter Registration and Election Management System Software License Maintenance and Support and System Services Agreement, including the scope of work described therein (collectively the "Agreement") is made and entered into effective July 1, 2017 (the "Effective Date"),

**BETWEEN:** Election Systems & Software, LLC, a Delaware limited liability company ("ES&S");

**AND:** State of Arizona ("Customer").

**RECITALS:**

- A. Customer has agreed to license certain voter registration software from ES&S for use in the State of Arizona (the "Jurisdiction"). The terms and conditions under which such license support and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- ☒ Exhibit A (Pricing and Payment Summary)
- ☐ Exhibit B (ES&S Software Description)
- ☒ Exhibit C (ES&S Software License, Maintenance and Support Services)
- ☐ Exhibit D (Training Services)
- ☐ Exhibit E (Third Party Products)
- ☒ Exhibit F (Additional Services)
- ☐ Exhibit G (State of Arizona Special Terms & Conditions)
- ☐ Exhibit H (State of Arizona Uniform Terms & Conditions)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein. The Agreement is contingent upon the Arizona Department of Administration, State Procurement Office, approving Customer's Competition Impracticable request through SPO Form 101.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Arizona**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC.  
11208 John Galt Boulevard  
Suite 201 Omaha, NE 68137  
Fax No.: (402) 970-1291

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF ARIZONA  
100 N. 15<sup>th</sup> Avenue,  
Phoenix, AZ 85007  
Fax No. (602) 542-5508

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date



**GENERAL TERMS  
ARTICLE 1  
DEFINITIONS**

1.1 The following capitalized terms used, but not defined, in these General Terms or on an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for ES&S Software.
- b. "ES&S Software" means ES&S' proprietary voter registration software as set forth on Exhibit B as well as all Updates and items delivered to Customer under this Agreement.
- c. "ES&S Software license, maintenance and support" means those services described on Exhibit C.
- d. "Poller Software" Shall mean that certain software specifically developed for the Customer by a separate third party and utilized in conjunction with the ES&S Software.
- e. "System" means, collectively, the ES&S Software and Third Party Products.
- f. "Third Party Products" means hardware, software and equipment which have been manufactured, created and/or licensed by persons other than ES&S.

**ARTICLE 2  
LICENST OF ES&S SOFTWARE AND SERVICES TO BE PROVIDED BY ES&S**

2.1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full-time employees and its local State of Arizona County Recorders Offices, with the exception of Pima and Maricopa Counties (who each may have only two (2) bona-fide full time employees utilize the ES&S Software), to use the ES&S Software, described on Exhibit B, and related Documentation in the Jurisdiction. The License allows Customer to use and copy the ES&S Software (in object code only) and the Documentation, solely for the purposes of managing the voter registration process and other election-related activities in the Jurisdiction. The licenses granted in this Section 2.1 do not permit Customer to use the source code for the ES&S Software.

2.2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any registered or common law proprietary intellectual property rights (e.g., copyright, trademark, patent or patent pending). This section shall not prohibit Customer from copying, reproducing or printing any voter registration reports, records or information stored in or generated by the System.

2.3. **License Fee.** In consideration for ES&S' grant of the License for the ES&S Software described in Section 2.1, Customer shall pay ES&S the ES&S Software License Fees set forth on Exhibit A.

2.4. **Term of License.** As the Customer has previously received the ES&S Software described in Section 2.1, the licenses granted in Section 2.1 shall commence upon the Effective Date of this Agreement and shall continue for the Term of the Agreement. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5 or 3.4 with respect to, such license. Upon the termination of the license granted in Section 2.1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.5. **Source Code.** The License granted in Section 2.1 does not permit Customer to use the source code for the ES&S Software. ES&S has placed the source code in escrow with its third party escrow agent and will likewise place in escrow the source code for all Updates, Add-Ons and New Products (as defined below) provided to Customer. ES&S's third party escrow agent is Iron Mountain Intellectual Property Management, Inc. with offices located at 2100 Norcross Parkway, Suite 150, Norcross, Georgia 30071. Should ES&S cease operations and become unable to maintain and support any of the ES&S Software, Updates, Add-Ons or New Products provided to Customer while under an obligation to do so, Customer may obtain the source code for such item(s) for the sole purpose of enabling the continuing use of such item(s) in accordance with this Agreement. Except as set forth in this section, the source code will remain the property of ES&S and may not otherwise be used by Customer. The cost of using an alternative third party escrow agent shall be borne by Customer. Notwithstanding the foregoing, the restrictions set forth herein shall not apply to the Poller Software as such Software is owned by the Customer. The Customer shall at all times remain the owner of the Poller Software source code. ES&S is not licensing the Poller Software source or object code to the Customer and has no responsibility for such code except as otherwise set forth herein. On or before the Effective Date of this Agreement, Customer shall provide ES&S with a copy of the Poller Software source and object code in order for ES&S to provide the maintenance and support for such Poller Software as set forth in Exhibit C during the Term of this Agreement.

2.6. **Updates, Add-Ons and New Products.**

a. **Updates.** During the Term of the Agreement, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer and ES&S shall mutually agree upon the date upon which any such Updates shall be provided and installed by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S, but only if such Update was necessary to operate Customer's System, and not because the Update was requested for another state's benefit. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall report any failure of performance of an Update within ten (10) business days after the Update is, or is required to be, installed.

b. **Add-Ons and New Products.** From time to time, ES&S may offer new features which can be added on to the ES&S Software ("Add-Ons") or new software products ("New Products") to Customer. Customer may elect to license an Add-On or New Product upon the

payment of a license fee to ES&S. Unless any such license is effectuated pursuant to a separate license agreement, the Add-On or New Product shall be deemed to be part of the ES&S Software upon payment of such license fee.

c. Testing. Updates, Add-Ons and New Products shall be fully tested by ES&S prior to release to Customer. ES&S may provide optional test decks and scripts to Customer, but otherwise all Updates, Add-Ons and New Products shall perform in accordance with their specification upon release to Customer and Arizona county recorder's office personnel.

## 2.7. Services.

a. ES&S Software License, Maintenance and Support Services. During the Term of this Agreement, ES&S shall provide license, maintenance and support services for the ES&S Software ("Software License, Maintenance and Support") (a) to enable the ES&S Software to perform in all material respects in accordance with its Documentation, as provided by ES&S, and (b) to cure any defect in material or workmanship. The specific ES&S Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Exhibit C. In consideration for ES&S providing Software License, Maintenance and Support, the Customer agrees to pay ES&S the fees set forth on Exhibit A.

b. Training Services. During the Term of the Agreement, ES&S may, upon request by the Customer, provide training services to the Customer and Arizona county recorder's office personnel in accordance with the terms set forth on Exhibit D. In exchange for ES&S providing such training services, the Customer shall pay ES&S the fees set forth per a signed change order by both parties according to the rates outlined in Exhibit D. ES&S and the Customer shall mutually agree upon the date and time upon which such training services shall be provided.

c. Additional Services. During the Term of the Agreement, ES&S may, upon request by the Customer, provide those additional services as set forth on Exhibit F. In consideration for ES&S providing such additional services, the Customer agrees to pay ES&S the fees set forth per a signed change order by both parties according to the rates outlined in Exhibit F. ES&S and the Customer shall mutually agree upon the date and time in which ES&S will provide the requested services.

## ARTICLE 3 MISCELLANEOUS

3.1 Term; Termination. This Agreement shall be effective on the Effective Date, and shall terminate on June 30, 2019 (the "Term"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. The obligations of ES&S and the Customer may be terminated prior to the termination or expiration of the Agreement as follows:

a. By either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives notification thereof from the non-breaching party; or

b. By either party in the event that funds are not appropriated or otherwise made available to support the continuation of performance by the Customer hereunder in any subsequent fiscal period. Either party may notify the other of the termination. Upon termination, ES&S shall be reimbursed to the extent of available appropriations for the reasonable value of any nonrecurring costs incurred, but not amortized, in the price of the products and services delivered to the Customer hereunder. Both parties agree that such costs will include the unrecovered ES&S Software costs (if applicable) and reasonable exit costs incurred by ES&S. The amount of any reimbursement may be paid from any appropriations available for such purposes, and Customer's highest ranking officer or official shall use his/her best efforts to

timely and sufficiently request the appropriation necessary to pay such amount. The Customer acknowledges and agrees that its estimated requirements cover the period of this Agreement and are reasonably firm and continuing, that sufficient funds to pay for the first twelve (12) months of this Agreement are available.

3.2 **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to the Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, The Customer agrees to accept responsibility for (a) the use of the System; and (b) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the System. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by (y) the Customer's failure to install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) the Customer's election not to receive, or to terminate, the License and Maintenance Services provided under Exhibit C.

3.3 **Proprietary rights.** ES&S shall own the entire right, title and interest in the ES&S Software and all corrections, programs and Work Product (which shall be defined as inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know-how, literary properties and other work products) conceived, created or developed alone or with Customer or others, which are based on, related to or arising out of the ES&S Software, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use the ES&S Software and such corrections, programs and Work Products which are based on, related to or arising out of the ES&S Software that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in the ES&S Software or any corrections, programs, information, or Work Product based on, related to or arising out of the ES&S Software covered by this Agreement.

3.4 **Confidentiality.** During the term of this Agreement, each party (the "Disclosing Party") may provide the other (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Documentation, the information imparted during training provided by ES&S, and any other information relating to the Customer's or ES&S' operations, services, products, research or development. In the event that the Disclosing Party makes an oral or visual disclosure of information which it considers to be Confidential Information, it shall confirm the confidentiality of such disclosure in writing to the Receiving Party within fifteen (15) calendar days after its initial disclosure. "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement. Such persons shall be informed of and will agree to the provisions of this Section, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The Receiving Party may also disclose Confidential Information of the Disclosing Party pursuant to the requirement or request of a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder, so long as it shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, each Receiving Party



shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

3.5 **Taxes; Interest.** Subject to the "Taxes" section in the Special Terms and Conditions and § 4.3 of the Uniform Terms and Conditions, Customers shall not be responsible for sales and use, excise or other similar taxes that may be imposed on the transactions contemplated by this Agreement, nor shall Customer be liable for taxes imposed on ES&S' income. Any undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such greater amount as may be permitted by applicable) for each month or portion thereof during which it remains unpaid.

3.6 **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including natural disaster, fire, flood, unusually severe weather, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.7 **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

3.8 **Independent Contractor.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. ES&S is providing the ES&S Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S will not be responsible for (a) user errors or (b) compatibility problems encountered through the use of the Software with equipment or software not meeting ES&S's specifications.

3.9 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.10 **Remedies.** Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax and sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid. All communications shall be sent to the attention of the persons listed below unless other names, addresses or fax numbers are provided by either or both parties. Copies of such notices shall be delivered by email, in addition to the other methods set forth above, to the persons identified below.

If to the Customer:  
State Election Director  
Arizona Secretary of State  
1700 W. Washington, 7<sup>th</sup> Floor  
Phoenix, AZ 85007  
Fax Number (602) 364-2087

If to ES&S:

Office of General Counsel  
Election Systems & Software, Inc.  
11208 John Galt Boulevard  
Omaha, NE 68137  
Fax Number: (402) 970-1291

3.12 **Disputes.**

a. **Payment Disputes.**

i. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall timely pay all other undisputed amounts to ES&S. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

ii. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may, with demand and notice to Customer and as applicable, declare the total amount immediately due and payable.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g. the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within ten (10) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time.

3.13 **Entire Agreement.** This Agreement, including Exhibits A through H (which are specifically incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in this Agreement, the Special Terms & Conditions and the Uniform Terms & Conditions, the conflict shall be resolved in the following order of precedence: (1) the order of precedence outlined in § 2.2 of the Special Terms & Conditions. ES&S may engage duly qualified subcontractors to perform certain of the services to be provided hereunder, but shall remain fully responsible for such performance. The provisions of Article 2, 3.2-3.4, 3.11, 3.12 this Section 3.13 shall survive the termination of this Agreement, to the extent applicable. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles.

**[END OF GENERAL TERMS]**

**EXHIBIT A  
PRICING AND PAYMENT SUMMARY**

<b>Fee Summary:</b>			
Software License, Maintenance and Support Fees			
Coverage Dates 07/01/2017 – 06/30/2018			
Description	Refer to	Amount	Taxable
License to use the PowerProfile product and all specifically named modules	Exhibit B	594,050.00	X
Customer and technical support of the PowerProfile application, including 24/7 access to Voter Registration expertise via 800 number.		Included	
Bi-annual releases of the software (January and July)		Included	
Limited system monitoring and support of VRAZII infrastructure		Included	
Primary account manager		79,950.00	
Custom documentation for Arizona-specific business requirements and software functions such as HEI (HAVA Exceptions Interface) and Zia		10,000.00	
Required database licenses for VRAZII use		28,000.00	
Maintenance and support of the IBM poller application and its source code		58,000.00	
Total Cost for FY18		770,000.00	
Software License, Maintenance and Support Fees			
Coverage Dates 07/01/2018 – 06/30/2019			
Description	Refer to	Amount	Taxable
License to use the PowerProfile product and all specifically named modules	Exhibit B	594,050.00	X
Customer and technical support of the PowerProfile application, including 24/7 access to Voter Registration expertise via 800 number.		Included	
Bi-annual releases of the software (January and July)		Included	
Limited system monitoring and support of VRAZII infrastructure		Included	
Primary account manager		79,950.00	

Custom documentation for Arizona-specific business requirements and software functions such as HEI (HAVA Exceptions Interface) and Zia		10,000.00	
Required database licenses for VRAZII use		28,000.00	
Maintenance and support of the IBM poller application and its source code		58,000.00	
Total Cost for FY19		770,000.00	
<ul style="list-style-type: none"> <li>Software License, Maintenance and Support Fees</li> </ul>			
<b>Total Fees For the Term</b>		<b>\$1,540,000.00</b>	
Training Fees	Exhibit D	Change Order	
Additional Services Fees:	Exhibit F	Change Order	

**Terms and Conditions:**

**Note 1:** State and local taxes are not included but are subject to the Special Terms and Conditions and Uniform Terms and Conditions. See Section 3.6. Premium or rush transportation services incurred in connection with deliverables included in the Total Fees are additive and will be billed as incurred.

**Note 2:** Customer acknowledges and agrees that after the Effective Date, Customer shall not modify or remove any items set forth above and that Customer shall remain responsible for the payment of all items set forth herein during the Term of the Agreement.

**Note 2:** Payment Terms for the Services Provided herein shall be as follows:

- Software License, Maintenance and Support Fees: These fees will be billed monthly. The first payment shall be due upon the Effective Date. Thereafter, the monthly payments will be due on the first day of each new month during the Term.
- Training Fees: Due within thirty (30) days of Customer's receipt of ES&S invoice which shall be provided by ES&S upon the completion of the applicable training service.
- Additional Services Fees: Due within thirty (30) days of Customer's receipt of ES&S invoice which shall be provided by ES&S upon the completion of the applicable service.



**EXHIBIT B**  
**ES&S Software Modules Licensed by the Customer**  
**PowerProfile EE Module**

(Check all that apply)

- X Voter Registration Module
- X Absentee Module
- X HEI
- X Election Worker Module
- X NVRA
- X Election Management Module
- X Polling Place Module
- X Street File Module
- X Mass Changes
- X Notices Module
- X Image Indexing Module
- X Job Processor
- X Petitions Module
- X Public Service Requests Module
- X Export Files
- X Voter View
- X Agency Central Interface Module
- X VRS
- X ZIA
- X Power Lock
- X Power Scan

**EXHIBIT C**  
**ES&S Software License, Maintenance & Support**

1. **SERVICES PROVIDED.** Upon Customer's payment of the Software License, Maintenance and Support fees set forth on Exhibit A (the "Maintenance Fee"); ES&S shall provide Software License, Maintenance and Support during the Term. ES&S shall support the following environments under this Agreement: (1) Production, and (2) User Acceptance Testing. ES&S shall only be obligated to provide support to the foregoing environments under this Agreement. The respective support responsibilities of the parties for license, maintenance and support are set forth herein.

2. **SYSTEM ADMINISTRATORS.** The customer shall always have two (2) designated State System Administrators. ES&S shall be notified of their names, telephone numbers and email addresses.

3. **UPDATES.** During the Term of the Agreement, Updates will be provided in accordance with Section 2.6(a) of the General Terms.

4. **CONDITIONS.** ES&S shall not be obligated to provide Software License, Maintenance and Support services if:

- (a) the ES&S Software is not used with hardware and software meeting specifications supplied by ES&S;
- (b) the hardware and software used with the ES&S Software is not in good operating order or is not installed in a suitable operating environment;
- (c) the hardware does not have a current warranty or support agreement by the original vendor;
- (d) the ES&S Software or any hardware or software with which the ES&S Software is used is modified, changed or altered without ES&S' prior authorization or approval in writing;
- (e) the data and/or the database structure used in conjunction with the ES&S Software is manipulated using application software other than the ES&S Software;
- (f) the failure of performance is caused by Customer, its employees or authorized representatives, or any third party;
- (g) Customer does not notify ES&S of the failure of performance within ten (10) business days after it occurs and is otherwise not in compliance with its obligations hereunder; or
- (h) Customer does not pay any Maintenance Fee on a timely basis.

5. **SUPPORT HOURS.** ES&S will maintain support Monday – Friday from 7:00 am – 6:00 pm CST, including a specific primary account manager during the hours of 8:00 am CST and 5:00 pm CST. A support member or an automated voice mailbox will greet the toll-free help-line call. Outside of the times noted, ES&S provides after-hours emergency help line support. When calling ES&S' toll-free help-line outside of regular hours, an on-call Support Specialist will return the call and work to resolve the problem. Response times on all calls during non-business hours will be within 2 hours. Priority 1 calls will still be a 30 minute call back time.

6. **SUPPORT CONTACT INFORMATION.** The following is the support contact information for ES&S.

Primary account manager James Zook: Toll-free help line: 1-800-353-2832

Fax: 1-402-970-1284

Email: [helpdesk@essvote.com](mailto:helpdesk@essvote.com)

Only send non-critical support request to our helpdesk e-mail address. Upon receipt, your request will be entered into our call tracking system and will follow the same process had you called the helpdesk from our toll-free number.

ES&S reserves the right to replace the Customer's primary account manager at any time during the Term of the Agreement as ES&S' business needs may arise. ES&S shall notify the Customer, in writing, of any change to the Customer's primary account manager and shall provide a replacement account manager with the same or greater skills than the primary account manager which is being replaced.

7. **SUPPORT.** ES&S provides four tiers of support and corresponding support representatives defined below:

- **Tier 1** – used during high volume times, Tier 1 will be used to answer calls, log tickets, and determine prioritization of calls.
- **Tier 2** – incidents / requests are normally resolved by our customer service representative. Occasionally, coordination with other ES&S departments is necessary.
- **Tier 3** – incidents / requests require resolution by a dedicated Customer Account Specialist experienced in troubleshooting software and hardware issues.
- **Tier 4** – incidents require support from senior network or application software engineers and / or skilled database administrators.

ES&S incorporates a prioritized response process to manage maintenance issues and hardware or software enhancement / defect submittals. Incidents and service requests are escalated to the appropriate resource based on the level of support required. During the mission critical time periods, ES&S works to resolve issues within 24 hours. Below are descriptions of each support level.

The level of call escalation priorities are defined as follows:
Priority 1 – URGENT Users are experiencing an urgent software or hardware technical failure which is inhibiting the ability to perform election-critical functions. (Priority 1 often indicates an <u>entire system failure</u> and all users have no capabilities). Priority 1 calls are returned within 30 minutes and resolved as quickly as possible. In order to decrease downtime, workarounds may be necessary.
Priority 2 – SERIOUS Users are experiencing a serious software or hardware technical failure, causing loss of productivity during election-critical periods. Priority 2 calls are returned within 1 hour.
Priority 3 – IMMEDIATE Users are experiencing a software or technical malfunction or are in need of assistance with a process, which is causing loss of productivity during election critical periods. Priority 3 calls are returned within 1 hour.
Priority 4 –QUESTION Users have questions related to software or hardware technical function. Priority 4 calls will be returned within a 2 hour timeframe to answer basic system questions or to set a time for a "walk thru" of a process.
Priority 5- MINOR Users are experiencing a minor software or technical problem which is causing loss of productivity during non-election periods. Priority 5 calls will be returned within a 2 hour timeframe

Priority 9 CLIENT IN THE OFFICE Users have an immediate need because you have a registrant, a candidate or some other individual in the office and you need information from the application at that moment. Examples might be help with a PSR, Printing a report, printing an ID card. These tickets are handled with a high priority. Priority 9 calls will be returned within minutes.

Responsibilities of ES&S	Responsibilities of Customer
<ul style="list-style-type: none"> <li>▪ VR software support as outlined in Agreement</li> <li>▪ Installation of database software upgrades</li> <li>▪ Database analysis and recommendation of tuning parameters as needed</li> <li>▪ Implement tuning recommendations approved by customer as needed</li> <li>▪ Outline operational and technical requirements for a Backup and Recovery Strategy</li> <li>▪ Outline procedures and provide scripts for performing routine database exports</li> <li>▪ Assist Customer in its performance of the following:               <ul style="list-style-type: none"> <li>▪ Hardware problem diagnosis</li> <li>▪ Software problem diagnosis</li> </ul> </li> <li>▪ Support of ES&amp;S approved third-party software required to run VR Products Upgrade, impact planning, and assistance</li> <li>▪ Server recovery, provided backups are available</li> <li>▪ Database recovery or database restore if needed, provided a backup is available</li> <li>▪ Work with technicians to resolve problems after the customer has contacted the appropriate vendor</li> <li>▪ Coordinate with the customer to set a schedule when routine maintenance or upgrades will be performed</li> <li>▪ Limited support of approved client operating systems – Windows 7, 8.1, 10 (Professional/Enterprise)</li> <li>▪ Support of ES&amp;S approved third-party software required to run VR Products, contacting the appropriate vendor if replacement of parts are necessary</li> <li>▪ Backup and archiving of voter registration data and associated meta-data</li> <li>▪ Maintain existing custom product documentation developed specifically for the Customer by a separate third party</li> <li>▪ Provide specifications for the System as it directly relates to Arizona-specific enhancements</li> <li>▪ Provide an Arizona-specific user guide for the System, including Arizona-specific business requirements and software functions</li> <li>▪ Provide Customer the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.</li> <li>▪ Provide updates to the Arizona specific User Guide for each major release which generally occurs twice a year.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understand proper use of VR application functions and proper use of VR application in the conduct of election management and administration</li> <li>▪ Inquire directly with ES&amp;S support for questions regarding use of VR application</li> <li>▪ Customer or end-users are required to provide adequate access to system with all necessary logins and passwords. All required admin-level passwords are needed by the Effective Date.</li> <li>▪ Validate any data input and output in the day to day use of VR application</li> <li>▪ Responsible for maintaining and managing State purchased software licenses and hardware warranty agreements</li> <li>▪ Responsible for connectivity</li> <li>▪ Responsible for Business Continuity plan</li> <li>▪ Customer-installed third-party software on end-user workstations</li> <li>▪ Cost associated with any additional hardware or software required to perform required upgrades</li> <li>▪ Damage caused by misuse, abuse, or neglect</li> <li>▪ Damage caused when warranted parts were repaired or replaced by an organization other than those approved by the hardware manufacturer</li> <li>▪ Customer shall have the capability to create/troubleshoot Citrix log-ins in order to assist Arizona county recorder's office personnel that experience problems logging into the System.</li> </ul>

## **EXHIBIT D**

### **Training Services**

#### **PURPOSE**

ES&S will provide training to the State of Arizona and County personnel for the use of the Voter Registration Power Profile software as needed and upon request. All training will be provided in accordance with the terms set forth herein. The dates for any requested training will be mutually agreed upon by the parties. All training services will be invoiced at the completion of each training session.

#### **ES&S OVERALL TRAINING APPROACH**

Our comprehensive training program has been developed to promote a strong level of competency for all intended users. A series of training modules will be developed that provide participants with the skills to perform necessary operations.

Individuals attending the training sessions should have a general understanding of their roles and responsibilities and their local voter registration and election processes. Members of the staff responsible for the operations of the Power Profile system should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals scheduled for training should be prepared to use the training manuals and checklists provided to compliment the instructor's presentations.

#### **INSTRUCTORS AND RESOURCES**

ES&S will utilize a diverse team of knowledgeable and experienced trainers to manage all aspects of the training process.

Once training is authorized by the Customer, ES&S will work directly with each user to confirm the training participants and environment setup as their time for training draws near for the on-site training. The ES&S trainer will be responsible for communicating all training invitations and communications.

#### **REQUIREMENTS/FEES**

- A 30-day notice should be given to ES&S prior to requesting a training session to allow for proper planning of the class.
- ES&S shall invoice the Customer upon completion of each individual training session. Payment shall be due within thirty (30) days of Customer's receipt of ES&S' invoice.
- For release notes review sessions that usually have a Q&A period, and are held via conference call / Webex, no charge will be incurred. Otherwise, training options are:
  1. Customer Onsite Training in the State of Arizona - \$1,575 per day, one (1) trainer;
  2. Customer Onsite Training in Omaha, Nebraska - \$1,000 per day, one (1) trainer; and
  3. Customer Webex Training - \$150 per hour, one (1) trainer, and maximum of 15 participants per session.

Option 1 is an on-site classroom environment with hands-on access to PowerProfile in a training environment. Class size shall be limited to no more than 12 people per class. Customer is responsible for facilities, workstations and connectivity. Course lengths are a minimum of three (3) days.

Option 2 is an on-site classroom environment with hands-on access to PowerProfile in a training environment in ES&S's corporate HQ in Omaha, Nebraska. Class size shall be limited to no more than 12 people per class. ES&S is responsible for facilities, workstations, and connectivity. Customer is responsible for transportation, lodging, and meals. Course lengths are a minimum of two (2) days.

Option 3 permits users to ask the ES&S instructor about specific issues and have the instructor demonstrate on the screen in real-time. Class size shall be limited to no more than 15 people per class

**EXHIBIT E**  
**Third Party Products**

The chart below outlines the Third Party Products necessary to run the System. The chart outlines the responsible party that should manage and pay for each of the license renewals.

3 <sup>rd</sup> party license	Licenses Managed/Paid by ES&S or AZ SOS
Symantec Backup Exec V-Ray Edition	AZ SOS
Symantec Backup Exec Linux Agent	AZ SOS
Double Take Availability for Windows	AZ SOS
VMware Enterprise Edition	AZ SOS
Tricerat Screwdrivers	AZ SOS
Database License for use with PowerProfile (State)	ES&S
Database License for use with PowerProfile for Maricopa and Pima Counties	ES&S
Citrix XenApp and Netscaler Virtual Appliance Licenses	AZ SOS
Trend Micro Deep Security	AZ SOS
Required SSL Certificates	AZ SOS
IBM Proprietary monitoring software	AZ SOS
Red Hat Enterprise Linux	AZ SOS
Crystal Reports	AZ SOS

Note 1: From time to time, third party vendors will discontinue maintenance on third party products. If we are notified that a third party product will be discontinued, ES&S will discuss a replacement product with the Customer. The Customer will then need to purchase and renew the licenses based on a timeframe that ES&S will provide.



**EXHIBIT F**  
**ADDITIONAL SERVICES**

1. **SYSTEM ENHANCEMENTS.** From time to time, the Customer may request enhancements to the system. Enhancements can be requested due to changes in state or federal law, as well as modifications the state or county would like to the system. When an enhancement is needed, it should be requested through the ES&S helpdesk as they will log an enhancement into the ES&S' tracking system. Thirty days prior to ES&S scoping the next general release, the state enhancement list will be submitted to the state administrators. The state administrators will prioritize the enhancement request, notate the ones that are being requested specifically for the next general release, and return the list within thirty days of receipt. ES&S will then evaluate the enhancement list, estimate the level of effort, and formulate a plan for release inclusion. A change order will then be presented to the Customer for signature that outlines the work level for each enhancement.
  
2. **SERVICE FEES.** Additional Services may be requested by Customer from time to time under this Agreement. All additional changes will be presented through the change order process and subject to the service fees outlined below. Customer shall only pay for those services which Customer requests and for which services are performed.

All additional services not otherwise set forth herein shall be performed by ES&S and through the change order process and subject to the rate of \$150.00 per hour.

**ARF-4696**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY18

Budgeted?: Yes

Contract Dates January 1, 2018

Grant?: Yes

Begin & End: through December 31,  
2018

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Modification No. 3 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service.

Background Information

On January 5, 2016, the Gila County Board of Supervisors approved Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 which replaced Agreement No. 11-LE-11011200-004. On January 24, 2017, the Gila County Board of Supervisors approved Modification No. 1 to Agreement No. 16-LE-11031200-004 in the amount of \$74,800 for the performance period of January 1, 2017 through December 31, 2017. On September 19, 2017, the Gila County Board of Supervisors approved Modification No. 2 to Agreement No 16-LE-11031200-004 to increases from \$74,800 to \$84,800 for special enforcement situations. The contract total was \$84,800 for the performance period of January 1, 2017 through December 31, 2017.

Evaluation

Modification No. 3 changes the following: the performance period for 2018 CY Operating Plan estimated January 1, 2018 through December 31, 2018; adds funding in the amount of \$74,800 for work to be performed in CY2018 Annual Financial and Operating Plan, attached as Exhibit A; and adds CY2018 Annual Financial and Operating Plan attached as Exhibit A.

### Conclusion

Modification No. 3 adds funding in the amount of 74,800 for the performance period of January 1, 2018 through December 31, 2018 and adds CY2018 Annual Financial and Operating Plan attached as Exhibit A.

### Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve Modification No. 3 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 to add funding in the amount of \$74,800 for the performance period of January 1, 2018 through December 31, 2018.

### Suggested Motion

Approval of Modification No. 3 to Cooperative Law Enforcement Agreement No. 16-LE-11031200 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to add funding in the amount of \$74,800 for a performance period of January 1, 2018 through December 31, 2018.

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### Attachments

Modification No. 3 to FS Grant/Agreement No. 16-LE-11031200-004

Modification No. 2 to FS Grant/Agreement No. 16-LE-11031200-004

Modification No. 1 to FS Grant/Agreement No. 16-LE-11031200-004

Exhibit A-Annual Operating and Financial Plan

FS Grant Agreement No. 16-LE-11031200-004

County Attorney Comments

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**MODIFICATION OF GRANT OR AGREEMENT**PAGE 1 OF 1  
PAGES1. U.S. FOREST SERVICE GRANT/AGREEMENT  
NUMBER:

16-LE-11031200-004

2. RECIPIENT/COOPERATOR GRANT or  
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:  
0034. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):Sherry Smith, Grant & Agreement Specialist  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850065. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING  
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):Bray Addison, Patrol Captain  
Tonto National Forest, Supervisor's Office  
2324 East McDowell Road  
Phoenix, AZ 850066. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip  
+ 4, county):Adam Shepherd, Sheriff  
Gila County Sheriff Office  
P.O. Box 311  
Globe, AZ 855017. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS  
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL  
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement  
referenced in item no. 1, above.CHANGE IN PERFORMANCE PERIOD: 2018 CY Operating Plan estimated January 1, 2018 through Dec 31,  
2018.CHANGE IN FUNDING: Add funding in the amount of \$74,800.00 for work to be performed in CY2018 Annual  
Financial and Operating Plan, attached as Exhibit A.ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9.  
below)

OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in  
full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

CY2018 Annual Operating Plan will be incorporated as Exhibit A to this agreement.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

Revised Scope of Work



Revised Financial Plan



Other: Exhibit A, CY2018 Annual Financial and Operating Plan

**11. SIGNATURES****AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL  
REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED  
TO THE ABOVE-REFERENCED GRANT/AGREEMENT.**

11.A. GILA COUNTY, ARIZONA SIGNATURE

11.B. DATE  
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D.  
DATE  
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): TOMMIE C. MARTIN

11.F. NAME (type or print): NEIL J. BOSWORTH

11.G. TITLE (type or print):

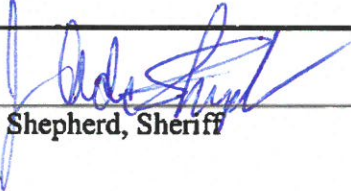
Chairman  
Gila County Board of Supervisors

11.H. TITLE (type or print):

Forest Supervisor



## ATTEST:

<div>Clerk of the Board of Supervisors</div> <div>Date</div>	<div>Special Agent in Charge, Southwestern Region</div> <div>Date</div>
<div> Adam Shepherd, Sheriff</div> <div>1-2-18 Date</div>	

## 12. G&amp;A REVIEW

<div>12.A. The authority and format of this modification have been reviewed and approved for signature by:</div> <div><div>SHERRY J. SMITH</div><div>U.S. Forest Service Grants &amp; Agreements Specialist</div></div>	<div>12.B. DATE SIGNED</div>
---	----------------------------------



USDA Forest Service

OMB 0596-0217  
FS-1500-19

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APPROVED AS TO FORM

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THIS          DAY OF          , 201

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BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



MODIFICATION OF GRANT OR AGREEMENT		PAGE PAGES	OF
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-LE-11031200-004		1	11
2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 2	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Adam Shepherd, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	
<b>8. PURPOSE OF MODIFICATION</b>			
CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.		
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:		
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$10,000.00 for Special Enforcement situation and additional patrol work to be performed in Calendar Year 2017 as per the revised Financial and Operating Plan attached as Exhibit A.		
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:		
<input type="checkbox"/>	OTHER (Specify type of modification):		
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.			
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):			
<b>10. ATTACHED DOCUMENTATION (Check all that apply):</b>			
<input type="checkbox"/>	Revised Scope of Work		
<input checked="" type="checkbox"/>	Revised Financial Plan		
<input checked="" type="checkbox"/>	Other: Exhibit A		

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL  
REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED  
TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GILA COUNTY, ARIZONA SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): TOMMIE C. MARTIN		11.F. NAME (type or print): NEIL J. BOSWORTH	
11.G. TITLE (type or print): Chairman Gila County Board of Supervisors		11.H. TITLE (type or print): Forest Supervisor	






## ATTEST:

<hr/> <div>Clerk of the Board of Supervisors</div> <div>Date</div>	<hr/> <div>Special Agent in Charge, Southwestern Region</div> <div>Date</div>
<hr/> <div>Adam Shepherd, Sheriff</div> <div>Date</div>	

## 12. G&amp;A REVIEW

<div>12.A. The authority and format of this modification have been reviewed and approved for signature by:</div> <div> SHERRY J. SMITH U.S. Forest Service Grants &amp; Agreements Specialist</div>	<div>12.B. DATE SIGNED</div> <div>8/31/2017</div>
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USDA Forest Service

OMB 0596-0217  
FS-1500-19

\_\_\_\_\_  
  
APPROVED AS TO FORM  
\_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**MODIFICATION OF GRANT OR AGREEMENT**PAGE  
PAGES  
1 OF 1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>16-LE-11031200-004</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>1</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Sherry Smith, Grant &amp; Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006</b>	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>Adam Shepherd, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: 2017 CY Operating Plan estimated January 1, 2017 through Dec 31, 2107.
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding in the amount of \$74,800.00 for work to be performed in CY2017 Annual Financial and Operating Plan, attached as Exhibit A.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

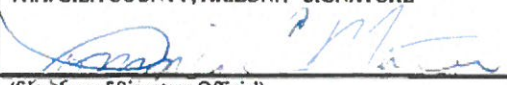

Note: 2017 Annual Operating Plan will be incorporated as Exhibit A to this agreement.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, CY2017 Annual Financial and Operating Plan

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.**

11.A. GILA COUNTY, ARIZONA SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED <b>1-24-17</b>	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED <b>2-10-17</b>
11.E. NAME (type or print): <b>TOMMIE C. MARTIN</b>		11.F. NAME (type or print): <b>NEIL J. BOSWORTH</b>	
11.G. TITLE (type or print): <b>Chairman Gila County Board of Supervisors</b>		11.H. TITLE (type or print): <b>Forest Supervisor</b>	







USDA Forest Service

OMB 0596-0217  
FS-1500-19

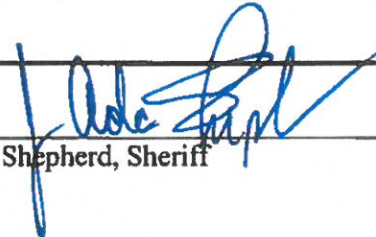
ATTEST:

 1-24-17  
Date

Clerk of the Board of Supervisors

 2/15/17  
Date


Special Agent in Charge,  
Southwestern Region

 1-11-17  
Date

Adam Shepherd, Sheriff

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:



SHERRY J. SMITH

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE  
SIGNED

2/7/2017



USDA Forest Service

OMB 0596-0217  
FS-1500-19

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APPROVED AS TO FORM

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THIS          DAY OF          , 201

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BY: \_\_\_\_\_

JEFFERSON R. DALTON,  
DEPUTY COUNTY ATTORNEY, CIVIL BUREAU  
CHIEF



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003)  
(Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



USDA Forest Service

OMB 0596-0217  
FS-1500-19

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 16-LE-11031200-004

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest****2017 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11031200-004 executed on March 30, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2017 and ending December 31, 2017.

Previous Year Carry-over: \$0.00Current Calendar Year Obligation: \$74,800.00CY2017 Total Annual Operating Plan: \$74,800.00**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:ashepherd@gilacountyaz.gov">ashepherd@gilacountyaz.gov</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 402-8572 FAX: (928) 425-5674 Email: <a href="mailto:sawhite@gilacountyaz.gov">sawhite@gilacountyaz.gov</a>

**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.60/mile patrolled  
Per diem rate is \$25.00/day  
Wages for the individual officers at the prevailing rate (\$36.10 - \$47.12) to include fringe benefits.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.



**Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

**Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

**Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,800.00

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  - 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.





**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact



Invoice or Bill number;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
  - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### IV. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, shall not exceed \$74,800.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,800.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$74,800.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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FS Agreement No. 16-LE-11031200-004

Cooperator Agreement No. \_\_\_\_\_

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FINANCIAL PLAN****Between The  
Gila County Sheriff's Office  
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USDA, FOREST SERVICE  
Tonto National Forest****2018 ANNUAL OPERATING AND FINANCIAL PLAN**

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- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

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Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:ashepherd@gilacountyaz.gov">ashepherd@gilacountyaz.gov</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 402-8572 FAX: (928) 425-5674 Email: <a href="mailto:sawhite@gilacountyaz.gov">sawhite@gilacountyaz.gov</a>



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<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.58/mile patrolled

Per diem rate is \$25.00/day

Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) to include fringe benefits.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

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- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.



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- > Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- > Coyote Junction: late night during the summer.
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**Tonto Basin Ranger District**

- > Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- > Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

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Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,800.00

### III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  - 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact



Invoice or Bill number;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
  - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.





This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### IV. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, shall not exceed \$74,800.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,800.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$74,800.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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FS Agreement No. 16-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**GILA COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**  
**TONTO NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Gila County Sheriff's Office Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.



- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. Monitor the U.S. Forest Service radio during the following time period(s): For any emergency or assistance required between the dates of last signature and December 31, 2020. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.



**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for  
payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
E-Mail: asc\_ga@fs.fed.us

**Send copy to:**

Bray Addison, Patrol Captain  
U.S. Forest Service  
Tonto National Forest  
2324 East McDowell Rd.  
Phoenix, AZ 85006  
Phone: 602-225-5241  
E-Mail: brayaddison@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: ashepherd@gilacountyaz.gov	Name: Sarah White Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928)425-4449 FAX: (928) 425-5674 Email: sawhite@gilacountyaz.gov



acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to Cooperator.
  - 3. Taking other action permitted by statute.Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Address: Central Arizona Zone, LEI 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry Smith Address: USDA Forest Service, Tonto NF City, State, Zip: Phoenix, AZ 85006 Telephone: (602)225-5383 FAX: (602)225-5361 Email: sherrysmith@fs.fed.us

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.



8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

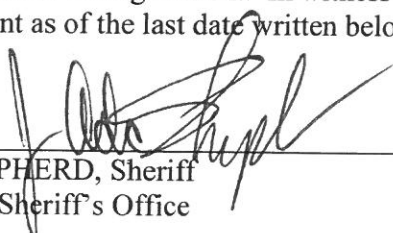
When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original






- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2020.
- V. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



ADAM SHEPHERD, Sheriff  
Gila County Sheriff's Office

12-15-15  
Date



NEIL J. BOSWORTH, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

3/28/16  
Date



1-5-2016

Date

Michael A. Pastor, Chairman  
Board of Supervisors

for   
ROBIN L. POAGUE  
Special Agent in Charge, Region 3

3/30/2016

Date

The authority and format of this agreement have been reviewed and approved for signature.

SHERRY SMITH

U.S. Forest Service Grants Management Specialist

3/28/2016

Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 16-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN****Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest****2016 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11031200-004 executed on December 31, 2015. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning December 31, 2015 and ending December 31, 2016.

Previous Year Carry-over: \$0.00Current Fiscal Year Obligation: \$74,400.00**FY2015 Total Annual Operating Plan: \$74,400.00****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:ashepherd@co.gila.az.us">ashepherd@co.gila.az.us</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 Globe, AZ 85501 Telephone: (928) 402-8579 FAX: (928) 425-5674 Email: <a href="mailto:sawhite@co.gila.az.us">sawhite@co.gila.az.us</a>

**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$0.585/mile patrolled

Per diem rate is \$25.00/day

Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) per hour plus fringe benefits.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.





#### **Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

#### **3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$74,400.00

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will



coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.





- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.



- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### VI. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*


- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$74,400.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$74,400.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$74,400.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*




In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
ADAM SHEPHERD, Sheriff  
Gila County Sheriff's Office

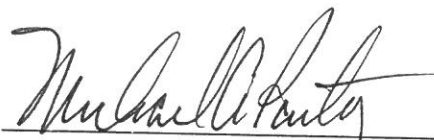
12-15-15

Date

  
NEIL J. BOSWORTH, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

3/28/16

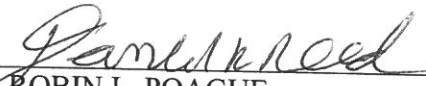
Date



1-5-2016

Date

Michael A. Pastor, Chairman  
Board of Supervisors

For   
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region

3/30/2016

Date

The authority and format of this agreement have been reviewed and approved for signature.

  
SHERRY SMITH  
U.S. Forest Service Grants Manager

3/28/2016

Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require



alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Date: January 18, 2018

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: January 17, 2018 Agenda Item No. 4696 : Modification No. 3 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service.

The Gila County Attorney's Office cannot approve this agreement as to form for the same reasons set forth in the County Attorney memorandum dated January 17, 2017 covering Agenda Item No. 4107 in the January 18, 2017 agenda below.

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Date: January 18, 2017

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: January 24, 2017 Agenda Item No. 4107: Modification No. 1 to Cooperative Law Enforcement Agreement No. 16-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service.

The Gila County Attorney's Office cannot approve this agreement as to form for the following reasons:

1. It doesn't comply with A.R.S. Section 38-511 which requires every contract to which the county is a party contain notice of the statute which allows cancellation of the contract for specified conflicts of interest.
2. It doesn't comply with A.R.S. Section 44-4401 which requires that every governmental contract include all of the following provisions: 1. that each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of that warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty.



**ARF-4697**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Ginnie Scales, Health Services Program Manager

Submitted By: Ginnie Scales, Health Services Program Manager

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2018-2022 Budgeted?: Yes

Contract Dates 1/1/2018 - 12/31/2022 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

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Information

Request/Subject

Intergovernmental Agreement (IGA) Contract No. ADHS18-177678 replacing IGA Contract No. ADHS13-041539 with the Arizona Department of Health Services for the Gila County Health Services Department to operate an immunization program.

Background Information

IGA Contract No. ADHS13-041539 expired on December 31, 2017.

The IGA Contract No. ADHS18-177678 replaced the expired contract and will allow the Gila County Health Department to continue to operate an immunization program for the residents of Gila County from January 1, 2018, to December 31, 2022.

Evaluation

By continuing with our immunization program, the Health Department can continue to administer the Vaccines for Children Programs (VFC) and all publicly-purchased vaccines; assess and improve immunization coverage levels; assure access to vaccines for eligible populations in Gila County; and prevent and control vaccine preventable diseases.

Conclusion

It is important that this IGA be approved by the Board of Supervisors in order to allow the Gila County Health Department to continue to operate the Immunization Program for the residents of Gila County.

Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors approve IGA Contract No. ADHS18-177678 with the Arizona Department of Health Services on a fee for service basis for the period of January 1, 2018, through December 31, 2022.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services on a fee for service basis which will allow the Gila County Health Department to continue to provide Immunization Program services for the period of January 1, 2018, through December 31, 2022.

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Attachments

IGA Contract No. ADHS18-177678

The Standards of Pediatric Immunization Practice

VAERS - History of Vaccine Safety

Healthy People 2020 (the rest kept in office)

Perinatal Hepatitis B Prevention Program Manual

ASIIS Guidelines

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# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-177678

## ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 260  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Immunization Services

Begin Date: January 01, 2018

Geographic Service Area: Gila County

Termination Date: December 31, 2022

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:

<input checked="" type="checkbox"/>	<b>Counties:</b> A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input type="checkbox"/>	<b>Indian Tribes:</b> A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	<b>School Districts:</b> A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	<b>City of Phoenix:</b> Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	<b>City of Tempe:</b> 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.

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name: <b>Gila County Health Department</b> Address: <b>1400 E. Ash St.</b> <b>Globe, AZ 85501</b></p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: _____</p> <p>Phone: _____</p> <p>FAX No: _____</p> <p>E-mail: _____</p>
<p><b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p><b>No. <u>ADHS18-177678</u></b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 201__</p> <p>_____ <b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>Attorney General Contract, No. P0012014000078</b>, 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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <p>_____ <b>Signature</b> <b>Date</b></p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177678	

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.

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**2. Contract Type.**

This Contract shall be:

☒ Fixed Price

**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; and

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.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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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 electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

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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.

- 4.10.3. *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.
- 4.10.4. 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.
- 4.10.5. 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.

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- 4.11. Federal and State Immigration Laws: In accordance with 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). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

## 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.
- 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.



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- 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. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. 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.

## **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.

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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. Force Majeure.

7.3.1. *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.

7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. 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

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *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.

7.3.4. *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 that, such delay or failure is caused by force majeure.

7.4. 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

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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.
- 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.

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- 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.
- 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 Generally Accepted Accounting Principles.

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(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 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. Administrative Changes**

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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.

**16. 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.

**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

- 17.1. 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.
- 17.2. 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.

**18. 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, 150 North 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

**20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>**

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This

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form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

## **21. Contracting; Procurement; Investment; Prohibitions**

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

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## **1. Background**

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the Healthy People website, [www.healthypeople.gov](http://www.healthypeople.gov). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

## **2. Objective**

- 2.1. Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2. Provide vaccines to children and adults in accordance with recommendations of the Centers for Disease Control and Prevention's (CDC) Advisory Committee on Immunization Practices (ACIP);
- 2.3. Assess and improve immunization coverage levels for children and adults;
- 2.4. Assure access to vaccines for eligible populations in Arizona; and
- 2.5. Prevent and control Vaccine-Preventable Diseases (VPD).

## **3. Scope of Service**

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

## **4. Tasks**

The Contractor shall provide:

### **4.1. Activity One (1) Immunization Action Plan (IAP)**

- 4.1.1. Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" at <http://thecommunityguide.org/vaccine>. At a minimum, the IAP must contain the following:
  - 4.1.1.1. The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
  - 4.1.1.2. The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
  - 4.1.1.3. The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and



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4.1.1.4. A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates.

4.1.2. Share the IAP and Assessment Feedback Incentive and eXchange (AFIX) Assessment Report results with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.

#### 4.2. Activity Two (2) Child and Adolescent Immunizations

4.2.1. Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at [www.healthypeople.gov](http://www.healthypeople.gov). The Contractor shall:

4.2.1.1. Be enrolled as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

4.2.1.2. Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;

4.2.1.3. Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;

4.2.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;

4.2.1.5. In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at <http://www.hhs.gov/nvpo/nvac/standar.html> to assist with development of clinic policy and procedures. The compliance visit shall include:

4.2.1.5.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIIS;

4.2.1.6. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

#### 4.3. Activity Three (3) Adult Immunizations

4.3.1. Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach Healthy People immunization rates located at [www.healthypeople.gov](http://www.healthypeople.gov). The Contractor shall:

4.3.1.1. If participating in the Vaccines for Adults (VFA) program, be enrolled as a VFA provider and comply with the program requirements as defined in the Arizona VFA Program Provider Enrollment Agreement, the Arizona VFA Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

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- 4.3.1.2. Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3. Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;
- 4.3.1.5. Use the Standards for Adult Immunization Practices to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;
- 4.3.1.6. In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Adult Immunization Practices* located at <http://www.cdc.gov/vaccines/hcp/patient-ed/adults/for-practice/standards/to> assist with development of clinic policy and procedures. The compliance visit shall include:
  - 4.3.1.6.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

#### 4.4. Activity Four (4) Arizona State Immunization Information System (ASIIS)

- 4.4.1. Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
  - 4.4.1.1. Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> ; and [http://www.azsos.gov/public\\_services/table\\_of\\_contents.htm](http://www.azsos.gov/public_services/table_of_contents.htm);
  - 4.4.1.2. Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (<http://azdhs.gov/phs/asiis/>);
  - 4.4.1.3. Refer to the Vaccines for Children (VFC) and Vaccines for Adults (VFA) Operations Guides;
  - 4.4.1.4. Ensure internet access for program personnel who will be using ASIIS;
  - 4.4.1.5. Submit any and all immunization staff changes to ASIIS. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to

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Protect Confidential Information form is verified online annually through the ASIIS system.

#### 4.5. Activity Five (5) AFIX Assessment Reports

4.5.1. AIPO will prepare and provide to the Contractor, on an annual basis, an Initial Assessment Report and a Follow-up Assessment Report (6 months after initial). Any subsequent follow-up that is indicated may occur any time after the first follow-up assessment. The Contractor shall review the AFIX Initial and Follow-up Assessment Reports, which provide data analysis of the immunization rates of children (24-35 months of age) and adolescents (13-18 years of age) immunized at the Contractor's clinic sites. These reports can be used to pinpoint strengths and areas of improvement. Results of the reports will be shared with clinic staff to identify:

4.5.1.1. Missed opportunities to immunize;

4.5.1.2. Invalid doses;

4.5.1.3. Missing immunizations;

4.5.1.4. Coverage levels; and

4.5.1.5. Continuous Quality Improvement (CQI) strategies to follow-up with under-immunized clients and to improve coverage levels.

4.5.2. Provide follow-up on all children and adolescents who were identified as not up-to-date during the AFIX Initial Assessment Report. The Contractor shall utilize a reminder system such as:

4.5.2.1. ASIIS Reminder/Recall;

4.5.2.2. Postcards;

4.5.2.3. Automated Phone Calling;

4.5.2.4. Staff telephone calls;

4.5.2.5. Texting; and/or

4.5.2.6. Other.

#### 4.6. Activity Six (6) Reminder/Recall Activities

4.6.1. Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit;

4.6.2. May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit;

4.6.3. Report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

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4.7. Activity Seven (7) Perinatal Hepatitis B Case Management

4.7.1. Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://azdhs.gov/phs/immunization/perinatal-hepatitis-b.htm>). Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:

- 4.7.1.1. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
- 4.7.1.2. Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12) months of age (or 1-2 months after the final dose of the vaccine series, if the series is delayed);
- 4.7.1.3. Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and
- 4.7.1.4. Report to OIDS, at least quarterly, in a Department-provided format, data specified in Chapter eight (8) of the Perinatal B Prevention Program Manual on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8. Activity Eight (8) Community Outreach Education

- 4.8.1. Promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. Document these activities in the Quarterly Progress Report;
- 4.8.2. Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events. Document these activities in the Quarterly Progress Report;
- 4.8.3. When possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9. Activity Nine (9) Healthcare Provider Education

- 4.9.1. Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;
- 4.9.2. If education is provided, document these activities in the Quarterly Progress Reports;

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- 4.9.3. Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.
- 4.10. Activity Ten (10) CHD Immunization Staff Education
  - 4.10.1. Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation;
  - 4.10.2. Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members;
  - 4.10.3. Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) additional immunization education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner;
  - 4.10.4. Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.
- 4.11. Activity Eleven (11) Vaccine Adverse Event Reporting System (VAERS)
  - 4.11.1. Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:  
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.
    - 4.11.1.1. Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:  
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event;
    - 4.11.1.2. Submit a copy of the electronic VAERS report and any follow-up reports to AIPO; and
    - 4.11.1.3. Follow-up on any reports as requested by CDC or AIPO.
- 4.12. Activity Twelve (12) VPD Outbreak and Pandemic Preparedness
  - 4.12.1. The Contractor will assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel.
- 4.13. Activity Thirteen (13) (At the Contractor's Option) School/Child Care Immunization Data Reports (IDRs)
  - 4.13.1. It is the responsibility of schools and child care facilities to complete and submit the annual Immunization Data Report (IDRs) to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the

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Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one or more of the following tasks:

4.13.1.1. Review immunization records;

4.13.1.2. Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;

4.13.1.3. Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

#### 4.14. Activity Fourteen (14) (At the Contractor's Option) Immunization Data Report (IDR) Validation

4.14.1. Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for 30 randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms.) Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

### 5. Requirements

The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children 0 through 18 years of age and adults 19 years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

### 6. Deliverables

The Contractor shall:

6.1. Complete and submit, within thirty (30) days (but no later than 45 days) of the new reporting year, an Annual Immunization Action Plan (IAP);

6.2. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due. The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;

6.3. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a Quarterly Progress Report.

### 7. Notices, Correspondence, and Reports

7.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Immunization Services Manager  
Immunization Program Office  
Arizona Department of Health Services  
150 N. 18<sup>th</sup> Avenue, Suite 120  
Phoenix AZ 85007  
Telephone: 602:364-3626  
FAX: 602:364-3285

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- 7.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Division of Health & Emergency Services  
5515 South Apache Ave., Suite 100  
Mailing Address: 1400 East Ash  
Globe, AZ 85501  
Phone: 928-402-8767  
Fax: 928-425-0794

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>ADHS18-177678</b>	

<b>Activity</b>	<b>Frequency</b>	<b>Unit Rate</b>	<b>Unit of Measure</b>	<b>Total</b>
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

\*Prices may be reviewed and adjusted annually over the term of the contract.



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)</b>
<b>ADHS18-177678</b>	

**Scheduled Reports Delivery**

Reports	Due Date (based on State Fiscal Year Funding of July – June)
Immunization Action Plan (IAP)	August 30 (September 15)
Quarterly Progress Reports	1 <sup>st</sup> Qtr – October 30 (Nov 15) 2 <sup>nd</sup> Qtr – January 30 (Feb 15) 3 <sup>rd</sup> Qtr – April 30 (May 15) 4 <sup>th</sup> Qtr – July 30 (Aug 15)
Contractor Expenditure Report (CER) to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, completion/coverage level reports, IDR Submission form/copies, IDR Validation for	1 <sup>st</sup> Qtr – October 30 (Nov 15) 2 <sup>nd</sup> Qtr – January 30 (Feb 15) 3 <sup>rd</sup> Qtr – April 30 (May 15) 4 <sup>th</sup> Qtr – July 30 (Aug 15)

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)</b>
<b>ADHS18-177678</b>	

## Fee for Service Definitions

### 1. Fixed Price

#### 1.1. Immunization Administration

- 1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and FVA eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination Total Report as source documents when submitting the quarterly CER. CHDs may also use internal electronic medical report (EMR) documents to report visits.
- 1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

#### 1.2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

- 1.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in a Department-provided format. A report of services completed, in a Department-provided format, shall accompany the quarterly CER.
- 1.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B #1, and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg positive mothers should receive Hepatitis #3 optimally by six (6) months of age (and more than 24 weeks) of age. All services will be reported in a Department-provided format. A report of services completed, on a Department-provided format, shall accompany the quarterly CER.

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1.3. Immunization Data Report (IDR) Submission (Optional)

1.3.1. An “Immunization Data Report (IDR)” is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15<sup>th</sup> per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

1.3.2. “Immunization Data Report Submission” is the rate compensated for submitting an IDR report per child care center or per grade level for a school. This rate includes at least one site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1) Name of the County personnel who assisted;
- 2) Time and Date of visit; or
- 3) Approximate time/hours of assistance provided.

1.4. Immunization Data Report Validation (Optional)

1.4.1. IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses 90% or 95% confidence interval with a minimum level of precision of 0.02 – 0.03.

1.4.1.1. IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Assessment Manager.

## The Standards for Pediatric Immunization Practice

The Standards for Pediatric Immunization Practice

### ***Does your child's health care provider meet the Standards?***

In May 1992, responding to a recent resurgence of measles, the U.S. Public Health Service and a diverse group of medical and public health experts established the Standards for Pediatric Immunization Practices. These Standards, which were approved by the U.S. Public Health Service and endorsed by the American Academy of Pediatrics, represent the most desirable practices for all health care providers and immunization programs.

While addressed to health professionals, the Standards provide the public with guidelines on what should be expected of the providers and programs responsible for their child's immunization care. And while the language published in 1992 applies to childhood vaccinations, much of it applies to adult immunizations as well. The full text follows, with an explanation of each standard, as adapted from the National Vaccine Advisory Committee's (NVAC's) discussions of the Standards. <sup>(1)</sup>

## STANDARDS FOR PEDIATRIC IMMUNIZATION PRACTICES

### ***Preamble***

Ideally, immunizations should be given as part of comprehensive child health care. This is the ultimate goal toward which the nation must strive if all of America's children are to benefit from the best primary disease prevention our health care system has to offer.

Overall improvement in our primary care delivery system requires intensive effort and will take time. However, we should not wait for changes in this system before providing immunizations more effectively to our children. Current health care policies and practices in all settings result in the failure to deliver vaccines on schedule to many of our vulnerable preschool-aged children. This failure is due primarily to barriers that impeded vaccine delivery and to missed opportunities during clinic visits. Changes in policies and practices can immediately improve coverage. The present system should be geared to "user-friendly," family-centered, culturally sensitive, and comprehensive primary health care that can provide rapid, efficient, and consumer-oriented services to the users, i.e., children and their parents. The failure to do so is evidenced by the recent resurgence of measles and measles-related childhood mortality, which may be an omen of other vaccine-preventable disease outbreaks.

Present childhood immunization practices must be changed if we wish to protect the nation's children and immunize 90% of two-year-olds by the year 2000.

The following standards for pediatric immunization practices address these issues. These standards are recommended for use by *all* health professionals in the public and private sector who administer vaccines to or manage immunization services for infants and children. These Standards represent the most desirable immunization practices which health providers should strive to achieve to the extent possible. By adopting these Standards, providers can begin to enhance and change their own policies and practices. While not all providers will have the funds necessary to implement the Standards immediately, those providers and programs lacking the resources to implement the Standards fully should find them a useful tool in better delineating immunization needs and in obtaining additional resources in the future in order to achieve the Healthy People 2000 immunization objective.

**Standard 1:*****Immunization services are readily available.***

*By readily available, NVAC meant that the times immunization services are provided should be in keeping with the schedules of today's working parents, as well as the needs of parents who are at home full- or part-time. NVAC suggested non-traditional times, such as weekends, evenings, early mornings, and lunch-hours, as possibilities. NVAC also suggested integrating immunization services into days and hours when other child health services, such as the Special Supplemental Food Program for Women, Infants, and Children (WIC) are offered. NVAC also recommended that providers should keep an adequate stock of vaccines on hand, to prevent missed immunizations or the need for return visits.*

**Standard 2:*****No barriers or unnecessary prerequisites to the receipt of vaccines exist.***

*NVAC viewed "by appointment only" systems as barriers to immunization in both public and private settings and suggested walk-in services with waiting times of no more than 30 minutes. NVAC suggested that such services should be provided in conjunction with rapid and efficient screening (to assess the child's current health and vaccination status, for example) and should not be contingent on receiving other comprehensive health services. NVAC determined that, unless a child has symptoms of illness, or the visit is a combined-purpose visit, a physical examination is not required at the time of an immunization. It is sufficient for the provider to observe the child's general state of health, ask the parent or guardian if the child is well, and question the parent or guardian about possible contraindications (reasons why the child should not be immunized). Since every child needs consistent health care, parents who bring their child for "walk-in" immunization services should be counseled about the need for a personal primary care provider and should be given a referral to such a provider. In public clinics, immunizations should be provided according to a schedule (standing orders), rather than depending on individual written orders or referrals. This approach sidesteps the possibility of records being misplaced or immunization anniversaries being overlooked.*

**Standard 3:**

***Immunization services are available free or for a minimal fee.***

*No child should miss immunizations because the parents cannot afford the fee. For this reason, public clinics holding federal contracts for provision of immunizations must post a sign indicating that no one will be denied immunization services because of inability to pay. NVAC recommended that fees in both the public and the private sector should be reasonable.*

***Standard 4:******Providers utilize all clinical encounters to screen and, when indicated, immunize children.***

*Every health care worker who sees your child should be alert to your child's immunization status, even in an emergency room setting or the office of a specialist. If the immunizations are not up-to-date, immunization should be made available to your child during that visit or you should be referred back to the primary provider for immunization services.*

***Standard 5:******Providers educate parents and guardians about immunization in general terms.***

*NVAC raised concerns not only about the need for information, but also that information should be presented in terms you can understand, including in another language, if necessary. The provider should discuss with you the reasons why immunizations are so important, the diseases they prevent, the recommended immunization schedules, and why it's important for the immunizations to be given at the right ages. Also, your provider should instruct you to bring your child's immunization record to each visit, a step that will prevent both missed immunizations and unnecessary immunizations. You should have an opportunity to discuss questions and raise any concerns, and your provider should have materials that you can take home to read and refresh your understanding of what was said.*

***Standard 6:******Providers question parents or guardians about contraindications and, before immunizing a child, inform them in specific terms about the risks and benefits of the immunizations their child is to receive.***

*According to NVAC, you should be asked questions to determine (1) whether your child has ever had an adverse event in connection with an immunization, and (2) whether your child has any conditions or circumstances that indicate that immunization should be withheld or delayed (for example, "Has your child had any fever in the past few days?"). You have a right to know about the benefits as well as the risks of vaccines. For this reason, the U.S. federal government requires both public and private health-care providers to give you printed materials, called Vaccine Information Statements, regarding measles, mumps, rubella, diphtheria, tetanus, pertussis (whooping cough), and polio vaccinations, when your child will be having any of these. Furthermore, your health-care provider should review these statements with*

*you. Another type of printed material, called Important Information Statements, is required in public health clinics, and recommended in private settings, to inform you regarding other vaccinations, such as hepatitis B or Haemophilus influenzae type b. All of these materials should be current and available in appropriate languages. Your provider should also ask you if you have read the materials and whether you have any questions about the information you have been given.*

**Standard 7:*****Providers follow only true contraindications.***

*Your provider should exercise informed, good judgment about what constitutes a medically sound reason for withholding an immunization, using the guidelines published by the Advisory Committee on Immunization Practices, the Committee on Infectious Diseases of the American Academy of Pediatrics, and the American Academy of Family Physicians.*

**Standard 8:*****Providers administer simultaneously all vaccine doses for which a child is eligible at the time of each visit.***

*Available evidence suggests that simultaneous administration of childhood immunizations is safe and effective. Measles, mumps, rubella vaccine should always be used in combination form for childhood immunizations. Simultaneous administration or combined-form vaccines reduce the number of visits or shots that are needed and help to ensure that your child completes all needed vaccinations.*

**Standard 9:*****Providers use accurate and complete recording procedures.***

*This standard specifies the orderly approach that should be taken to ensure accurate record-keeping, so that needed vaccinations will not be missed and unnecessary vaccinations will not be given. Immunization providers are required by law to record what vaccine was given, the date the vaccine was given (month, day, year), the name of the manufacturer of the vaccine, the lot number, the signature and title of the person who gave the vaccine, and the address where the vaccine was given. NVAC believes that in addition, the parent or guardian should be given a permanent record to keep and carry to office visits for updates. If this record is lost, a replacement with complete immunization data should be provided. Providers should verify vaccination histories from previous providers whenever possible, and if the provider of an immunization is not the primary care physician, a report of vaccines given should be sent to the primary care provider.*

**Standard 10:*****Providers co-schedule immunization appointments in conjunction with appointments for other***

**child health services.**

*This standard recommends efficient use of the parent's and child's time, as well as an opportunity to provide immunizations that might otherwise be missed.*

**Standard 11:**

***Providers report adverse events following immunization promptly, accurately, and completely.***

*You, as a parent, should be encouraged to report any adverse events that are or appear to be associated with a vaccination. In turn, your health-care provider should record the event fully in the medical record and promptly report any such events that are clinically significant to the national Vaccine Adverse Event Reporting System (VAERS), regardless of whether the event is believed to be related to the vaccine. The toll-free telephone number for VAERS is 1-800-822-7967.<sup>(2)</sup>*

**Standard 12:**

***Providers operate a tracking system.***

*Your health-care provider is responsible for keeping accurate, up-to-date records of your child's immunizations and for alerting you when immunizations are due. Computer systems make this easier, but providers who have not converted their records to computer storage should maintain a manual system. Children who are at high risk for not completing their immunization series should be given special attention in the tracking system.*

**Standard 13:**

***Providers adhere to appropriate procedures for vaccine management.***

*To keep their potency, vaccines must be handled and stored appropriately, according to the directions in the manufacturer's package inserts. A good sign in any medical office is that one qualified individual is charged with responsibility for monitoring the vaccine supplies: how many are on hand, where they are stored, how they are handled (e.g., are they returned to the refrigerator promptly?), and the expiration dates that are stamped on the bottles.*

**Standard 14:**

***Providers conduct semi-annual audits to assess immunization coverage levels and to review immunization records in the patient populations they serve.***

*Audits are an essential and routine measure in any type of health care. Hospitals audit how many beds are in use in a given period, the type and number of surgical procedures performed, how many patients died while in the hospital and why, the types of medications prescribed, and the charges for services. Clinics perform similar audits. Individual practitioners may be less inclined to do in-depth audits, but a*



*random sample of records can reveal the percent of children who are up-to-date by their second birthday, identify missed opportunities for simultaneous immunization, and assess the quality of the records that are being kept. These are vital steps to assure quality care for your child. How do you know if your provider performs such audits? Ask the office nurse.*

**Standard 15:**

***Providers maintain up-to-date, easily retrievable medical protocols at all locations where vaccines are administered.***

*A medical protocol is a detailed description of how a procedure will be done. Today's medical technology is changing at unprecedented speed, so health-care providers cannot rely entirely on memory or previous experience for how to use medical equipment or medications. They must have technical information at hand, either in a computer database or in printed "handbook" form that can be used by both experienced and new staff. If you see your physician, nurse, or pharmacist checking for a dosage, the name of a medication, or other information, interpret it as a sign that this health professional is committed to accuracy, safety, and state-of-the-art care.*

**Standard 16:**

***Providers operate with patient-oriented and community-based approaches.***

*Health-care workers spend the majority of their days indoors, working long and intensely focused days. Sometimes they become so attached to their routines that any suggestion that things should be done differently is viewed as an affront. Nevertheless, if your provider is not asking you if things are going well, don't hesitate to speak up. If you are finding it difficult to bring your child in during the day for immunizations, say so. If the waits are so long that your child is becoming fussy and you are on the verge of walking out, your provider needs to know this. Under this standard, providers in the public sector are especially obligated to look to the community to be sure that their services are reaching everyone, not just the people who come in routinely. They should be using a variety of methods to inform the public about immunizations and should be publicizing the places and times that these are available.*

**Standard 17:**

***Vaccines are administered by properly trained individuals.***

*This does not mean that only a physician or nurse should administer vaccinations. In fact, specifying so may create barriers to immunization. In emergency circumstances—for example, after a natural disaster—the need for typhoid or other immunizations may suddenly be in the thousands per day, and available medical personnel would not be able to meet this need. In the fall, the demand for flu shots can be very high, overwhelming normal office routines and resulting in long, tedious waits. In low-income neighborhoods, the demand for no-cost publicly funded immunizations may be high. The tendency for*

*meeting these needs today is to use non-traditional sites, even grocery stores, and to use non-traditional providers to administer vaccinations. In many states, pharmacists can routinely give immunizations. Few people would think of their dentist as an immunization provider, but why not? In each of these cases, immunizations can be safe as long as the people giving the vaccines have been appropriately trained and all other protocols, such as using sterile methods and keeping accurate records, are kept.*

**Standard 18:*****Providers receive ongoing education and training on current immunization recommendations.***

*Vaccines, immunization techniques, and vaccination schedules change periodically. For example, the recommended method of administering polio vaccine was recently changed from oral polio vaccine to a series of injections using the inactivated form of the vaccine. The change is important because it establishes a safer method. Your health-care provider should be up-to-date on this and other changes in immunization recommendations.*

***Whom to call if you have specific vaccine safety questions***

For additional information on your vaccine safety questions, call:

CDC/National Immunization Program Resource Center

1-800-232-2522 (English)

1-800-232-0233 (Spanish)

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**Footnotes**

1. National Immunization Program. Standards for Pediatric Immunization Practices [monograph]. 7th printing. Washington, DC: Department of Health and Human Services, United States Public Health Service, Centers for Disease Control and Prevention, February 1996.

2. Food and Drug Administration. Vaccine adverse event reporting system [brochure]. Washington, DC: FDA, no date.

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Content created by National Vaccine Program Office

Content last reviewed on March 21, 2016



## History of Vaccine Safety

### On this Page

- National Childhood Vaccine Injury Act
- Monitoring Vaccine Safety: Pre-Licensure
- Monitoring Vaccine Safety: Post-Licensing
- Learn more about systems used to monitor vaccine safety:
- Improvements in Vaccine Safety
- The Future of Vaccine Safety
- References

Vaccines are one of the greatest success stories in public health. Through use of vaccines, we have eradicated smallpox and nearly eliminated wild polio virus. The number of people who experience the devastating effects of preventable infectious diseases like measles, diphtheria, and whooping cough is at an all-time low. To ensure the continued success of vaccines in the United States, it's crucial to make sure that vaccines are safe.

Before vaccines are approved by the Food and Drug Administration (FDA), they are tested extensively by scientists to ensure they are effective and safe. Vaccines are the best defense we have against infectious diseases; however, no vaccine is actually 100% safe or effective for everyone because each person's body reacts to vaccines differently. [\[1, 2, 3\]](#)

As infectious diseases become less common, we hear less about the serious consequences of preventable illnesses like diphtheria and tetanus and more about the risks associated with vaccines. It's good to be informed about health choices, but the reality is that Americans have never been healthier than we are today and vaccines have never been safer than they are today. The benefits of vaccines far outweigh the risks. As science continues to advance, we strive to develop safer vaccines and improve delivery to protect ourselves against disease more effectively. This overview focuses on vaccine research, how vaccines are licensed, and how we make sure vaccines are safe. [\[1, 2, 3\]](#)

## National Childhood Vaccine Injury Act

During the mid-1970s, there was an increased focus on personal health and more people became concerned about vaccine safety. Several lawsuits were filed against vaccine manufacturers and healthcare providers by people who believed they had been injured by the diphtheria, pertussis, tetanus (DPT) vaccine. [4] Damages were awarded despite the lack of scientific evidence to support vaccine injury claims. [4] As a result of these decisions, liability and prices soared, and several vaccine manufacturers halted production. A vaccine shortage resulted and public health officials became concerned about the return of epidemic disease. To reduce liability and respond to public health concerns, Congress passed the National Childhood Vaccine Injury Act (NCVIA) in 1986. This act was influential in many ways. [4, 5]

- The National Vaccine Program Office (NVPO) was established to coordinate immunization-related activities between all Department of Health and Human Services (DHHS) agencies including the Centers for Disease Control and Prevention (CDC), Food and Drug Administration (FDA), National Institutes of Health (NIH), and the Health Resources and Services Administration (HRSA).
- The NCVIA requires health care providers who administer vaccines to provide a vaccine information statement (VIS) to the person getting the vaccine or his or her guardian. A VIS must be given with every vaccination including each dose in a multi-dose series. Each VIS contains a brief description of the disease as well as the risks and benefits of the vaccine. CDC develops VISs and distributes them to state and local health departments as well as individual providers.
- The NCVIA also requires health care providers to report certain adverse events (health effects occurring after immunization that may or may not be related to the vaccine) following vaccination to the Vaccine Adverse Event Reporting System (VAERS).
- Under the NCVIA, the National Vaccine Injury Compensation Program (NVICP) was created to compensate those injured by vaccines on a "no fault" basis.
- The NCVIA established a committee from the Institute of Medicine (IOM) to review the literature on vaccine reactions. This group concluded that there are limitations in our knowledge of the risks associated with vaccines. The group looked at 76 health problems to see if they were caused by vaccines. Of those, 50 (66%) had no or inadequate research to form a conclusion. [6, 7] Specifically, the IOM identified the following problems:
  1. Limited understanding of biological processes that underlie adverse events.
  2. Incomplete and inconsistent information from individual reports.
  3. Poorly constructed research studies (not enough people enrolled for the period of time).
  4. Inadequate systems to track vaccine side effects.
  5. Few experimental studies were published in the medical literature.



Significant progress has been made over the past few years to monitor side effects and conduct research relevant to vaccine safety.

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## Monitoring Vaccine Safety: Pre-Licensure

Before vaccines are licensed by the FDA, they are tested extensively in the laboratory and with human subjects to ensure their safety. First, researchers use computers to predict how the vaccine will interact with the human immune system. Then researchers test the vaccine on animals including mice, guinea pigs, rabbits, and monkeys.

After the vaccine completes these laboratory tests successfully, the FDA approves its use in clinical studies on human subjects. Participation in these studies is completely voluntary. Many individuals choose to contribute their time and energy for the advancement of science. Before they participate in research, all participants must demonstrate that they understand the purpose of the study and its potential risks. Volunteers agree to receive the vaccine and undergo any medical testing necessary to assess its safety and efficacy. [7]



Vaccine licensing is a lengthy process that may take 10 years or longer. The FDA requires that vaccines undergo three phases of clinical trials with human subjects before they can be licensed for use in the general public:

- Phase one trials are small, involving only 20 to 100 volunteers, and last only a few months. The purpose of phase one trials is to evaluate basic safety and identify very common reactions.
- Phase two trials are larger and involve several hundred participants. These studies last anywhere from several months to two years and collect additional information on safety and efficacy. Data gained from phase two trials can be used to determine the composition of the vaccine, how many doses are necessary, and a profile of common reactions.
- Unless the vaccine is ineffective or causes health problems, the trials are expanded to phase three, which involves several hundred to several thousand volunteers. Typically these trials last several years. Because the vaccinated group can be compared to those who have not received the vaccine, researchers are able to identify true reactions. [1, 3, 7, 8, 9]

If the clinical trials demonstrate that the vaccine is safe and effective, the manufacturer applies to the FDA for two licenses: one for the vaccine (product license), and one for the production plant (establishment license). During the application process, the FDA reviews the clinical trial data and proposed product labeling. In addition, the FDA inspects the plant and goes over manufacturing protocols to ensure vaccines are produced in a safe and consistent manner. Only after the FDA is satisfied that the vaccine is safe is it licensed for use in the general population. [8]

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## Monitoring Vaccine Safety: Post-Licensing

After a vaccine is licensed for public use, its safety is monitored continually. The FDA requires all manufacturers to submit samples from each vaccine lot prior to its release. In addition, the manufacturers must provide the FDA with their test results for vaccine safety, potency, and purity. Each lot must be tested because vaccines are sensitive to environmental factors like temperature, and can be contaminated during production. The FDA rarely has recalled vaccine lots, for concerns such as mislabeling, contamination during production, and potential manufacturing problems at a production plant. [8]

While clinical trials provide important information on vaccine safety, the data are somewhat limited because of the relatively small number (hundreds to thousands) of study participants. Rare side effects and delayed reactions may not be evident until the vaccine is administered to millions of people. Therefore, the federal government established a surveillance system to monitor adverse events following vaccination. This project is known as the Vaccine Adverse Event Reporting System (VAERS). In addition, large-linked databases containing information on millions of individuals have been created to study rare vaccine adverse events. [1, 3]

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## Learn more about systems used to monitor vaccine safety:

[Vaccine Adverse Event Reporting System \(VAERS\)](#)

[Vaccine Safety Datalink \(VSD\)](#)

[Clinical Immunization Safety Assessment \(CISA\) Project](#)

[National Vaccine Injury Compensation Program](#)

[\(http://www.hrsa.gov/vaccinecompensation/index.html\)](http://www.hrsa.gov/vaccinecompensation/index.html)

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## Improvements in Vaccine Safety

In the last decades, numerous changes in vaccine production and administration have reduced the number of side effects and resulted in safer vaccines.

- A more purified acellular pertussis (aP) vaccine has been licensed for use and has replaced the whole cell pertussis vaccine used in DTP (diphtheria, tetanus, pertussis vaccine). Several studies have evaluated the safety and efficacy of DTaP as compared to DTP and concluded DTaP is effective in preventing disease, and mild and serious side effects occurred less frequently when the DTaP vaccine was given. [3]
- Changes in the schedule of polio vaccines also have resulted in fewer reports of serious adverse events. In 1997, the Advisory Committee on Immunization Practices recommended a change in the vaccination



schedule to include sequential administration of inactivated polio vaccine (IPV) and oral polio vaccine (OPV). [10] This sequential schedule was expected to produce a high level of individual protection against the disease caused by wild polio virus, while reducing by 50 to 70% vaccine-associated paralytic polio (VAPP) that occurs in 8–10 people a year who receive OPV. [10] Today, only IPV is on the recommended childhood immunization schedule.

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## The Future of Vaccine Safety

The importance of vaccine safety will continue to grow throughout the 21st century. The development and licensure of new vaccines will add to the already robust immunization schedule. Scientists may also perfect new ways of administering immunizations including edible vaccines and needleless injections. However they are formulated or delivered, vaccines will remain the most effective tool we possess for preventing disease and improving public health in the future.

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## The Arizona Partnership for Immunization (TAPI) Strives to Provide Immunizations to all Arizonians

The Arizona Partnership for Immunization (TAPI) is a non-profit, statewide coalition that includes over 400 members from both the public and private sector. It was formed in the mid-1990s to address the low rate of immunization among children in Arizona, but today its mission includes immunization for all Arizonians—children, adolescents, and adults. In 1993, only 43% of children age 2 in Arizona were fully immunized against vaccine-preventable childhood diseases.<sup>1</sup>

TAPI brings together key stakeholders in Arizona, including local public health departments, state and private Medicaid offices, community health centers, professional associations, advocacy organizations, and health care providers. With input from its members, TAPI works to increase the number of fully immunized children, adolescents, and adults in the state through advocacy, provider training, and community awareness and education.

A key element of TAPI's work is education and training for both consumers and health care providers. TAPI has developed informational materials in both English and Spanish that are distributed to schools, child care facilities, private providers, county health departments, community health centers, managed care organizations, and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) sites across the state. In addition, TAPI hosts one-day trainings for health care providers that review parent education strategies, immunization schedules and vaccine administration, proper vaccine storage and inventory, and overall best practices.

TAPI also works with local health departments and other partners to address specific issues that are salient in their communities. To provide relevant services to a community, TAPI works with local organizations to complete a needs assessment and offer a tailored training to local health care providers. For example, TAPI partnered with the Mohave County Health Department, Arizona Department of Health Services, and a local clinic to determine the best approach to address the pertussis cluster in northern Arizona. Given the community's needs, TAPI staff presented a shortened version of the Immunization Best Practices training, focusing on pertussis prevention. This opportunity fostered a working relationship between the local partners and TAPI, who continued to work together to meet the needs of the northern Arizona community after the initial training was completed.<sup>2</sup>

Leveraging their established partnerships with key stakeholders, TAPI has continued to expand their education and training efforts throughout the state. In 2013, over 100,000 educational pieces for consumers were distributed and 585 providers and staff attended training, representing a 65% increase in attendance from the prior year. In addition, immunization rates in Arizona have improved dramatically; in 2012, more than 2 out of 3 children aged 19–35 months were fully immunized.<sup>2</sup>




**To provide relevant services to a community, TAPI works with local organizations to complete a needs assessment and offer a tailored training to local providers.**

<sup>1</sup>The Arizona Partnership for Immunization. 2013 Year End Report: Building Strong Partnerships in the Immunization Community.

<sup>2</sup>Centers for Disease Control and Prevention. National, State, and Local Area Vaccination Coverage Among Children Aged 19–35 Months – United States, 2012. Morbidity and Mortality Weekly Report. September 13, 2013/62(36);733–740.

Date Posted: 05/22/2014

**Organization Name:** The Arizona Partnership for Immunizations  
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[Visit Website](#) 

**Organization Mission:** To foster a comprehensive, sustained community program for the immunization of Arizonans against vaccine preventable diseases.

**Organization Type:** Nonprofit/Community-Based Organization

**Program Name:** The Arizona Partnership for Immunizations  
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**Healthy People 2020 Topic Area(s) addressed:** [Immunization and Infectious Diseases](#)

**Healthy People 2020 Objective(s) addressed:** [IID-8](#) , [IID-9](#)

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# **Perinatal Hepatitis B Prevention Program Manual**



**Arizona Department of Health Services**

**Arizona Immunization Program Office**

**5/25/2012**

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**ADHS – AZ Immunization Program Office**  
**Perinatal Hepatitis B Prevention Program Manual**  
**5-25-2012 latest publication update**

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## **CHAPTER 1**

### **ARIZONA PERINATAL HEPATITIS B PREVENTION PROGRAM DESCRIPTION**

Pregnant women who are infected with hepatitis B virus (HBV) have a high likelihood of passing HBV infection to their infant. Children infected with HBV perinatally have a 90% chance of developing chronic HBV infection, and a 25% chance of developing cirrhosis or liver cancer. **Perinatal HBV infection can be prevented by routine testing of all pregnant women for hepatitis B surface antigen (HBsAg), and intervening in infants born to HBsAg-POSITIVE women by giving the infants hepatitis B vaccine (HepBVacc) and Hepatitis B Immune Globulin (HBIG) within 12 hours of birth.** Subsequently, the infants born to HBsAg-POSITIVE mothers will need on-time completion of their HepBVacc series and serological testing three months later to document if HBV infection was prevented or not. In addition, children whose mothers are HBsAg-NEGATIVE should also receive the full HepBVacc series to protect them from postnatal HBV infection.

The Arizona Immunization Program office (AIPO) of the Arizona Department of Health Services (ADHS) receives federal funds from the Centers for Disease Control and Prevention (CDC) for implementation of the Arizona Perinatal Hepatitis B Prevention Program. AIPO staff works collaboratively with county health departments (CHDs), hospitals, laboratories, and private physicians statewide to coordinate this program. With the assistance of AIPO, the CHDs serve as the case managers for the HBsAg-POSITIVE mothers, exposed infants, and contacts.

The goals of the Arizona Perinatal Hepatitis B Prevention Program are to:

- Promote policies and procedures to ensure identification of HBsAg-POSITIVE pregnant women, and timely interventions and case management for the infant and other contacts.
- Identify hepatitis B surface antigen (HBsAg)-POSITIVE pregnant women and prevent transmission of HBV to their newborn infants.
- Evaluate the household contacts, sexual contacts, and/or needle-sharing contacts of HBsAg-POSITIVE pregnant women for HBV and give HepBVacc to susceptible contacts.
- Provide education about perinatal HBV prevention to CHDs, health care providers, hospitals, patients, and the community.
- Promote vaccination of all infants with HepBVacc.

These goals require carefully coordinated communication and activities involving many participants: CHDs, obstetrical health care providers, hospital personnel, pediatric health care providers, laboratories, HBsAg-POSITIVE and HBsAg-NEGATIVE women, and ADHS. Each of these participants needs to know their own specific responsibilities and how to coordinate patient care with the other health care providers. The Arizona Perinatal Hepatitis B Prevention Program manual is organized to give participant-specific education and guidance for the prevention of perinatal HBV infection.

Additional information on the ADHS Perinatal Hepatitis B Prevention Program can be obtained by contacting the Arizona Department of Health Services, Perinatal Hepatitis B Prevention Program, 150 N. 18<sup>th</sup> Ave., Suite 120, Phoenix, AZ 85007-3233, (602) 364-3630, and FAX (602) 364-3285.

## **CHAPTER 2**

### **EPIDEMIOLOGY, CLINICAL MANIFESTATIONS, AND PREVENTION OF HEPATITIS B VIRUS INFECTION**

#### **Introduction**

The hepatitis B virus (HBV) infects the liver and causes both asymptomatic and symptomatic infections. When symptoms of acute disease occur, illness typically begins 2-3 months after HBV exposure, with a range of 6 weeks - 6 months.

#### **Epidemiology**

In almost half of the world, over 60% of people have been infected with HBV, and over 8% are chronically infected. HBV infected mothers serve as a reservoir for HBV infection throughout the world since most of their children become HBV infected unless they are properly vaccinated starting within 12 hours of birth. In the United States, less than 2% of people are chronically infected. However, given increased global migration, screening for HBV infection in every pregnancy is still essential to prevent perinatal HBV infection.

#### **HBV Infection and Symptoms**

Clinical symptoms of HBV infection include nausea, vomiting, jaundice, and fatigue. HBV infection can be self-limited in many people. Infants, children under 5 years old, and immune suppressed adults with newly acquired HBV infection usually have asymptomatic infections.

About 30-50% of people ages 5 years and older with a new HBV infection will have clinical symptoms. Infected people can have either an acute, self-limited HBV infection that goes away, or a chronic HBV infection that lasts a lifetime. As long as the HBV infected person tests POSITIVE for hepatitis B surface antigen (HBsAg), the person is still infectious.

When healthy adults get infected with HBV, approximately 90% recover from their HBV infection within six months. When this happens, their HBsAg test becomes NEGATIVE and they develop lifelong immunity. However, approximately 10% of adults who are HBV infected remain HBsAg-POSITIVE after six months. These patients are classified as having a chronic HBV infection. Chronic HBV infection means that a person remains infectious and is still able to spread HBV to others. About 15% of those who become chronically infected with HBV after childhood will die prematurely from liver cirrhosis or liver cancer.

#### **HBV Infection in Infancy and Childhood**

Infants and children can become infected with HBV by exposure at birth to blood from their HBV infected mother, or by contact with other household members who are HBsAg-POSITIVE. Over ninety percent of new HBV infections in the world occur in infants and young children due to either perinatal or household transmission. In contrast to adults, most infants are not able to get rid of an HBV infection. Over 90% of HBV infected infants develop chronic HBV infection and remain infectious for the rest of their lives. Chronic HBV infection leads to death from liver cirrhosis or liver cancer in approximately 25% of persons who are infected with HBV as infants or young children.



Infants who are born to mothers who are HBsAg-POSITIVE have up to a 70-90% chance of becoming chronically infected with HBV unless appropriate action is taken. Fortunately, most of the infants born to HBsAg-POSITIVE mothers can be protected from HBV infection if the infants are given hepatitis B vaccine (HepBVacc) and hepatitis B immune globulin (HBIG) within 12 hours after birth, followed by on-time completion of a full series of HepBVacc. If given properly, HBIG and hepatitis B vaccines are 85%-95% effective in preventing HBV infection in infants born to HBsAg-POSITIVE women.

### How HBV Spreads

HBV is a blood borne disease that is spread by exposure to HBsAg-POSITIVE body fluids of people who are either acutely or chronically infected with HBV (see Table 1 for examples). The exposure occurs when HBsAg-POSITIVE body fluids come in contact with breaks in the skin (percutaneous exposure) or when the body fluids come in contact with mucous membranes of the eyes, nose, mouth, or genital area (mucosal exposure).

Infants born to a HBsAg-POSITIVE mother are exposed to HBV from their mother's blood during delivery. Sexual or needle-sharing contacts of HBsAg-POSITIVE people become infected by exposure to blood and other body fluids of the HBsAg-POSITIVE person.

Household contacts of HBsAg-POSITIVE people can become infected over time even without a known exposure to the infected person's body fluids. Fifteen percent of people who get HBV infection have no known risk factor for HBV infection.

Table 2-1: Examples of Sources of Exposure to HBV

<b>Percutaneous Exposure</b>	<b>Mucosal Exposure</b>
Intravenous inoculation (e.g. hemodialysis, blood transfusions, injection drug use).	Perinatal transmission from HBsAg-POSITIVE mother to newborn.
Blood from an HBsAg-POSITIVE person coming in contact with another person's cut or injured skin.	Splashing blood from an HBsAg-POSITIVE person onto another person's mucous membranes (eyes, nose, or mouth).
Needle sticks (e.g. tattooing, piercing, acupuncture, IV drug use).	Sexual contact (both heterosexual and/or homosexual).
Shared household products that may contain blood (e.g. razors).	Shared household products that may contain blood (e.g. toothbrushes).

### Risk Factors Associated with HBV Infection

People who are at higher risk of having HBV infection include the following:

- Persons with multiple sex partners.
- Persons diagnosed with a sexually transmitted disease.
- Men who have sex with men.
- Injection drug users.
- Persons who share needles (e.g. body piercing, tattooing)
- Sexual contacts to an HBV infected person.
- Hemodialysis patients.
- Health care workers.

- Persons who are born in, or whose parent was born in, a country with endemically high levels of chronic HBV infection. These countries and areas include Asia, the Pacific Islands, Africa, the Caribbean, areas of South America, areas of the Middle East, and indigenous populations of Alaska, Australia, and New Zealand.

#### **Elimination of HBV Infection in the US**

In order to eliminate the spread of HBV in the United States, the Centers for Disease Control and Prevention (CDC) has developed a four part approach:

1. Universal HBVacc of infants beginning at birth.
2. Prevention of perinatal HBV infection through:
  - Routine screening of all pregnant women for HBsAg.
  - Giving HepBVacc and HBIG to infants born to HBsAg-POSITIVE mothers in a timely fashion (the first dose of each within 12 hours of birth).
  - Giving HepBVacc (and HBIG if indicated) within 12 hours of birth to infants born to mothers with an UNKNOWN HBsAg status.
3. Routine HepBVacc of previously unvaccinated children and adolescents.
4. HepBVacc of previously unvaccinated adults at risk for HBV infection.

For more in depth information about HBV and HepBVacc, see “A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States, Part I: Immunization of Infants, Children, and Adolescents.” *Morbidity and Mortality Weekly Report* (MMWR) December 23, 2005 <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>, and “A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States, Part II: Immunization of Adults.” MMWR December 8, 2006. <http://www.cdc.gov/mmwr/PDF/rr/rr5516.pdf>

## CHAPTER 3

### LABORATORY DIAGNOSIS OF HEPATITIS B VIRUS INFECTION

#### Serologic Course of Hepatitis B Virus (HBV) Infection

HBV is composed of numerous antigenic components including hepatitis B surface antigen (HBsAg), hepatitis B core antigen (HBcAg) and hepatitis B e antigen (HBeAg). Antibodies that are made to these antigens include antibody to HBsAg (anti-HBs), antibody to HBcAg (anti-HBc), and antibody to HBeAg (anti-HBe) respectively. The presence of these antigens and antibodies result in the various blood findings associated with acute HBV infection, recovery from HBV infection, and chronic HBV infection.

The relationship between clinical symptoms, antigen appearance, and antibody responses over time due to HBV infection is illustrated in Figure 1 and Figure 2. These figures are from a document of the Centers for Disease Control and Prevention (CDC): "Recommendations for Identification and Public Health Management of Persons with Chronic Hepatitis B Virus Infection." *Morbidity and Mortality Weekly Report (MMWR)*, September 19, 2008, pp. 3-4. <http://www.cdc.gov/mmwr/PDF/rr/rr5708.pdf>

Figure 1 illustrates the antigens and antibodies involved in the serologic response to an acute HBV infection in the situation where the patient goes on to get rid of the HBV infection. When a person is infected with HBV, the virus replicates and HBsAg is found in the blood. As long as the person's blood tests POSITIVE for HBsAg, the person is infectious and can spread HBV infection.

People who test POSITIVE for HBsAg often will also test positive for HBeAg. Patients who have both HBsAg and HBeAg in their blood are even more infectious than the HBsAg-POSITIVE people who have a negative test for HBeAg. However, patients who are HBsAg-POSITIVE but HBeAg-negative can still spread HBV infection. Therefore, monitoring for HBeAg is not part of a perinatal hepatitis B prevention program.

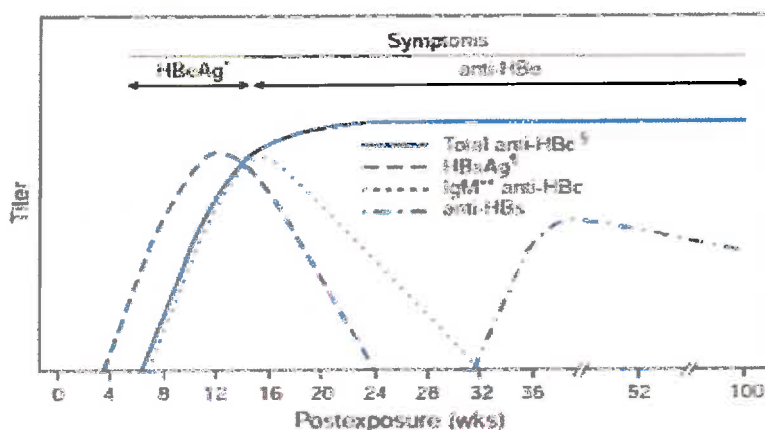
In newly infected people, HBsAg is the only serologic marker in the blood for about 3-5 weeks. HBsAg remains in the blood for less than 6 months in people who clear the HBV infection. Immunoglobulin M (IgM) antibody to hepatitis B core antigen (IgM anti-HBc) then appears and lasts for less than 6 months, whether or not the HBV infection is cleared. Immunoglobulin G (IgG) antibody to HBcAg (IgG anti-HBc) also appears and will persist for life in most people.

If the patient recovers from HBV infection, HBsAg disappears and protective antibodies to HBsAg (anti-HBs) develop. Therefore, what is seen in the typical serologic response to an acute HBV infection that eventually clears is that there will be a time period when only HBsAg is found in the blood, followed by a period with both HBsAg and IgM anti-HBc, followed by a period where there may be only IgM anti-HBc, and finally a situation where only anti-HBs is present. Therefore, when a patient is having symptoms of acute hepatitis infection, the clinician will order HBsAg, IgM anti-HBc, and anti-HBs to be able to not miss the time-related changes in HBV blood tests. The presence of IgG anti-HBc or total anti-HBc (which measures both IgM and IgG anti-HBc) does not help in determining the timing of an HBV infection, but it indicates that the patient been infected with HBV at some point in their life.

Testing for anti-HBc is not part of the perinatal hepatitis B prevention program because the program's purpose is to screen asymptomatic people for HBV infection and prevent perinatal HBV transmission; it does not focus on testing people with symptoms of acute hepatitis.

A patient's serologic response to hepatitis B vaccine (HepBVacc) is different from the serologic response seen with HBV infection. Since HepBVacc does not contain hepatitis B core antigen (HBcAg), people who receive HepBVacc will only develop antibodies to HBsAg (anti-HBs); they will not develop antibodies to HBcAg (anti-HBc). In contrast, people who have recovered from a HBV infection will have both anti-HBs and anti-HBc in their blood.

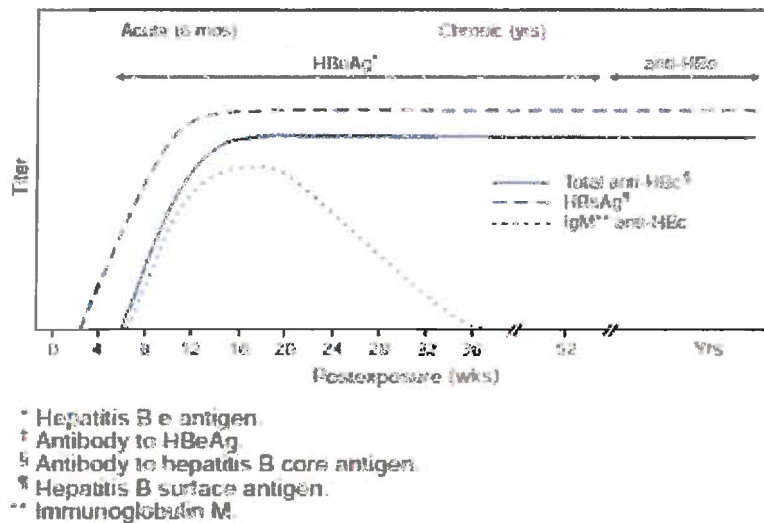
**FIGURE 1. Typical serologic course of acute hepatitis B virus infection with recovery**



- \* Hepatitis B e antigen.
- † Antibody to HBeAg.
- ‡ Antibody to hepatitis B core antigen.
- § Hepatitis B surface antigen.
- \*\* Immunoglobulin M.
- †† Antibody to HBsAg.

The serologic response of a person with chronic HBV infection is illustrated in Figure 2. When a person becomes infected with HBV and does not clear the infection, HBsAg always remains in the blood. IgM anti-HBc appears and then disappears around 6 months. IgG antibodies to HBcAg (IgG anti-HBc) develop and remain positive for life. In a person with chronic HBV infection, antibodies to HBsAg (anti-HBs) do not develop. Chronic HBV infection is defined as being HBsAg-POSITIVE for longer than 6 months.

**FIGURE 2. Typical serologic course of acute hepatitis B virus (HBV) infection with progression to chronic HBV infection**



#### False Positive and False Negative HBV Serology Results

- No serologic test is 100% accurate. Therefore, there can be false positive and false negative HBV serology tests. The Perinatal Hepatitis B Prevention Program reviews all HBsAg-POSITIVE tests results in pregnant women to confirm that the result is a true positive and not a false positive. Discrepant HBsAg Tests are evaluated and reported to the CDC using the following form:  
[www.cdc.gov/hepatitis/Partners/Perinatal/docs/Discrepant\\_HBsAg\\_ProjectForm\\_9-3-09.doc](http://www.cdc.gov/hepatitis/Partners/Perinatal/docs/Discrepant_HBsAg_ProjectForm_9-3-09.doc)
- In rare circumstances, a woman could test negative for HBsAg because of a false negative result. By giving all newborns HepBVacc before discharge from the hospital, the infants born to mothers with false negative HBsAg results would be offered protection from HBV infection.

#### Reporting HBV Infections

- Health care providers must report their patients with acute or chronic HBV infection to their local health agency within five working days as per the Arizona Administrative Code (AAC) R9-6-202. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)
  - The report can be made using the Communicable Disease Report form which can be found at [http://www.azdhs.gov/phs/oids/pdf/forms/cdr\\_form.pdf](http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf), or through the Medical Electronic Disease Surveillance Electronic System (MEDSIS), Arizona's electronic reporting system at <http://www.azdhs.gov/medsis/faq.htm>.
- Clinical laboratory directors must report HBV cases to the local health agency within five working days as per AAC R9-6-204. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)

- The report can be submitted using the ADHS Communicable Disease Weekly Laboratory Report form at <http://www.azdhs.gov/phs/oids/pdf/forms/labform.pdf>, or through the Medical Electronic Disease Surveillance Electronic System (MEDSIS), Arizona's electronic reporting system at <http://www.azdhs.gov/medsis/faq.htm>.
- Arizona local health agencies must report HBV cases to ADHS as per AAC R9-6-206.  
[http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)
  - The ADHS Acute Hepatitis B and D Case Report and the ADHS Chronic Hepatitis B and D Case Report forms used for case investigation can be obtained at <http://www.azdhs.gov/phs/oids/investigations/forms.htm>
  - ADHS uses an electronic reporting and surveillance system for reporting of communicable diseases in Arizona which is known as MEDSIS (Medical Electronic Disease Surveillance Intelligence System).  
<http://www.azdhs.gov/medsis>.
  - ADHS receives HBsAg-POSITIVE reports from the local health departments, laboratories, and health care providers by means of MEDSIS, by hard copy fax results, or by mail.

### **Rationale behind Perinatal Hepatitis B Prevention Program Recommendations for HBV Serological Testing**

Serologic testing that is part of a perinatal hepatitis B prevention program has three different aspects: 1) Testing to see if a pregnant woman is HBsAg-POSITIVE; 2) Testing the HBV exposed infant for HBsAg and for protective antibodies (anti-HBs); 3) Testing for HBV infection in household, sexual, and needle sharing contacts of HBsAg-POSITIVE pregnant women and determining the contacts' need for hepatitis B vaccination.

- In a pregnant woman who is not having symptoms of acute hepatitis, it is only necessary to test for **HBsAg**.
- Pregnant women who are HBsAg-POSITIVE are actively infected with HBV and are infectious. **Their infants need HepBVacc and HBIG within 12 hours of birth, regardless of any other serologic testing that the mother may have had.** A woman who tests HBsAg-POSITIVE will need her own evaluation to determine if she has chronic HBV infection.
- HBsAg-exposed infants do not need HBV serological testing at birth. Instead, they need to be tested 3 months after receiving the final dose of a full HepBVacc series to see if they have developed protective antibodies (anti-HBs) and do not have HBV infection. They should be tested both for **HBsAg** and **antibodies to HBsAg** (anti-HBs).
- The precise timing of serologic testing depends on which HepBVacc were used. There should be a minimum interval of 90 days between the last HepBVacc dose received and serologic testing. Therefore, serologic testing should be done at 9 months of age for those who received their last dose of a 3-dose series at 6 months old, or at 15-18 months of age for those who received their last dose of a 4-dose series at 12-15 months old.

- HBV serology testing should not be performed on HBV exposed infants before 9 months of age to avoid detection of antibody from hepatitis B immune globulin (HBIG) administered after birth and to maximize the likelihood of detecting late HBV infection.
- Infants should not be tested for antibody to hepatitis B core antigen (anti-HBc). Passively acquired maternal anti-HBc might be detected in infants born to HBV infected mothers up to age 24 months.
- For the purposes of the Arizona Perinatal Hepatitis B Prevention Program, only HBsAg and anti-HBs need to be ordered to screen *asymptomatic* household, sexual, and needle-sharing contacts of HBsAg-POSITIVE pregnant women. Household, sexual, and needle sharing contacts who are both HBsAg-NEGATIVE and anti-HBs-NEGATIVE are neither infected nor immune, so will need a full HepBVacc series.
- In rare circumstances, contacts of HBsAg-POSITIVE mothers may have symptoms of acute hepatitis. In this case, further medical evaluation may need to be done to test not only for HBV but for other causes of hepatitis. In such cases, the person needs to be referred to their health care provider for further evaluation and testing.

### **Ordering and Interpreting HBV Serology For Pregnant Women**

1. Test for hepatitis B surface antigen (HBsAg) during an early prenatal visit for each pregnancy.
2. Even if the woman is HBsAg-NEGATIVE, repeat HBsAg any time later in pregnancy if there is:
  - a. HBV exposure.
  - b. Symptoms of hepatitis.
  - c. High risk behaviors.
    - i. Currently using or recently using injection drugs.
    - ii. Having had more than one sex partner in the previous 6 months.
    - iii. Her sex partner is HBsAg-POSITIVE.
    - iv. She has been evaluated or treated for a sexually transmitted disease.
    - v. She engages in behaviors that put her at risk for HBV infection.
3. Test for HBsAg at delivery when:
  - a. She was not screened prenatally for HBsAg.
  - b. Her HBsAg results are not available at time of delivery.
  - c. She engages in behaviors that put her at risk for HBV infection (see 2.c above).
4. Retest HBsAg-NEGATIVE woman for HBsAg at delivery when:
  - a. She has had clinical hepatitis since previous HBsAg testing.
  - b. She has had recent exposure to hepatitis B virus (HBV).
  - c. She engages in behaviors that put her at risk for HBV infection see (2.c above).
  - d. She currently uses or recently used injection drugs.
  - e. She has had more than one sex partner in the previous 6 months.
  - f. Her sex partner is HBsAg-POSITIVE.
  - g. She has been evaluated or treated for a sexually transmitted disease.



- h. Her HBsAg test result is not available at time of delivery.
- 5. HBsAg-POSITIVE women are actively infected with HBV and are infectious. Their infants need to have HepBVacc and HBIG within 12 hours of birth, with on-time completion of the full HepBVacc series.
- 6. Pregnant women who are identified for the first time as HBsAg-POSITIVE will need referral for further serologic testing to differentiate between acute and chronic HBV infection.

### **Ordering and Interpreting HBV Serology**

#### **For Infants Born to HBsAg-POSITIVE Women**

1. Test for HBsAg and anti-HBs three months after the infant's final dose of HepBVacc.
  - a. This serology is usually done at 9 months of age when using a HepBVacc series whose final dose was given at 6 months.
  - b. If the COMVAX<sup>®</sup> HepBVacc is used, the HepBVacc dose would be given at 12-15 months of age, so the serological testing should follow 3 months later.
2. Interpretation of results.
  - a. Immune: Anti-HBs POSITIVE ( $\geq 10$  mIU/mL) & HBsAg NEGATIVE.
  - b. Infected: Anti-HBs NEGATIVE ( $< 10$  mIU/mL) & HBsAg POSITIVE.
    - In patients identified for the first time as HBsAg-POSITIVE, retest for HBsAg six months later to determine if the HBV infection is chronic.
  - c. Not immune: Anti-HBs and HBsAg are both NEGATIVE.
    - Repeat the infant's HepBVacc with a standard 3-dose series of single antigen vaccine followed by repeat testing for HBsAg and anti-HBs. This time, test 1-2 months after the third dose of HepBVacc..
    - Infants who remain anti-HBs and HBsAg NEGATIVE after a second full series of HepBVacc are considered to be nonresponders and are presumed to be susceptible to HBV infection. However, no further HepBVacc is recommended.

### **Ordering and Interpreting HBV Serology**

#### **For Asymptomatic Contacts of HBsAg-POSITIVE Women**

1. Test for hepatitis B surface antigen (HBsAg) and antibody to hepatitis B surface antigen (anti-HBs).
2. Interpretation of results.
  - a. Immune: Anti-HBs POSITIVE ( $\geq 10$  mIU/mL) & HBsAg NEGATIVE.
    - No need for vaccine.
  - b. Infected: Anti-HBs NEGATIVE ( $< 10$  mIU/mL) & HBsAg POSITIVE
    - Refer for medical management of HBV infection.
  - c. Not immune: Anti-HBs and HBsAg are both NEGATIVE.
    - Need full HepBVacc series.
3. Testing for anti-HBs after vaccination is not routinely indicated in most people who get HepBVacc. However....
  - a. Postvaccination serology is recommended for persons whose management depends on knowledge of their immune status.
    - Other biological children of HBsAg-POSITIVE women who have not been previously tested for immunity.



- Sexual partners of a HBsAg-POSITIVE person.
  - Health care workers at high risk for continued percutaneous or mucosal exposure to blood or body fluids.
  - Chronic hemodialysis patients.
  - HIV-infected and immunocompromised people.
- b. In the persons listed in 3a, obtain postvaccination testing 1-2 months after the last dose of the HepBVacc series.

## **CHAPTER 4**

### **HEPATITIS B VACCINE SCHEDULES AND HEPATITIS B IMMUNE GLOBULIN USE**

#### **Overview of the Arizona Perinatal Hepatitis B Prevention Program:**

Vaccines for hepatitis B virus (HBV) have been available in the United States since 1981 and are essential for preventing HBV infection. Hepatitis B Immune Globulin (HBIG) is used as an adjunct to hepatitis B vaccine (HepBVacc) in newborns and in some adults. The Centers for Disease Control and Prevention (CDC) strategies for eliminating HBV transmission in the United States include:

1. Universal HepBVacc of infants beginning at birth.
2. Prevention of perinatal HBV infection through:
  - Routine screening of all pregnant women for Hepatitis B surface antigen (HBsAg).
  - Giving HepBVacc and HBIG to infants born to HBsAg-POSITIVE women in a timely fashion (first dose of each within 12 hours of birth).
  - Giving HepBVacc (and HBIG if indicated) within 12 hours of birth to infants born to women with an UNKNOWN HBsAg status.
3. Routine HepBVacc of previously unvaccinated children and adolescents.
4. HepBVacc of previously unvaccinated adults at risk for HBV infection.

#### **Vaccine for Children (VFC) HepBVacc for Hospitals**

The Arizona Immunization Program Office (AIPO) of the Arizona Department of Health Services (AHDS) provides HepBVacc and HBIG to delivery hospitals through the Vaccine for Children (VFC) program. The HepBVacc and HBIG are given to hospitals for use in VFC-eligible newborns without charge if the hospital enrolls as VFC providers. For questions about enrolling as VFC providers, or for questions about ordering VFC HepBVacc or HBIG for newborns, call AIPO at (602) 364-3642.

#### **Reporting of Administration of HepBVacc and HBIG to Arizona State Immunization Information System (ASIIS)**

Arizona state law requires that providers administering any vaccine to children (under 18 years old) must report the vaccine to the state electronic immunization registry (ASIIS). Therefore, hospitals and providers are required to report each dose of HepBVacc to ASIIS. Information on reporting to ASIIS can be obtained at <http://www.azdhs.gov/phs/asiis> or by calling (602) 364-3899 or toll free at 1-877-491-5741.

State law does not require reporting of HBIG to ASIIS, but the ASIIS form does include the date of HBIG receipt. Entering the HBIG information into ASIIS will assist county health departments (CHDs) as they manage the cases of infants born to HBsAg-POSITIVE women.

#### **Schedules and Uses for HepBVacc and HBIG**

HepBVacc can come as a single antigen (that only immunizes against HBV) or as a combination HepBVacc (that immunize against other infections as well as HBV). Only single antigen HepBVacc are licensed for use in children less than 6 weeks old.

Recommendations for infants born to a HBsAg-POSITIVE woman are different from those for household, sexual, and/or needle-sharing contacts of the same HBsAg-POSITIVE woman. HepBVacc recommendations vary based on:

- The HBsAg-status of the mother: whether POSITIVE, UNKNOWN, or NEGATIVE.
- The infant's birth weight: "Term" is defined as weighing  $\geq 2,000$  g while "preterm" means weighing  $< 2,000$  g.
- The use of only single antigen HepBVacc (either Recombivax HB<sup>®</sup> or Engerix-B<sup>®</sup>) for all doses of vaccine for an infant, or whether combination HepBVacc (Pediarix<sup>®</sup> or Comvax<sup>®</sup>) are also used.
- The age of the HepBVacc recipient.
- The type of HepBVacc formulation (pediatric, adult, dialysis, or Twinrix<sup>®</sup>).
- The age group for which a specific HepBVacc is licensed.

The following Tables give guidance for HepBVacc schedules and receipt of HBIG.

<b>Hepatitis B Vaccine (HepBVacc) Schedules and Hepatitis B Immune Globulin (HBIG) Use</b>	
<b>FOR INFANTS</b>	
<b>Table 4-1</b>	<b>Term Infant HepBVacc and HBIG Schedule, Based on Mother's HBsAg Status.</b>
<b>Table 4-2</b>	<b>Preterm Infant HepBVacc and HBIG Schedule, Based on Mother's HBsAg Status.</b>
<b>Table 4-3</b>	<b>Routine Infant HepBVacc Schedule.</b>
<b>Table 4-4</b>	<b>Infant Schedule for Use of Combination Vaccines Containing HepBVacc Following Single Antigen Vaccine at Birth.</b>
<b>FOR CHILDREN, ADOLESCENTS, AND ADULTS</b>	
<b>Table 4-5</b>	<b>HepBVacc Dosing for Children, Adolescents, and Adults, Based on Age, Medical Status, and Vaccine Type.</b>
<b>Table 4-6</b>	<b>Basic Three Dose HepBVacc Schedule for Previously Unimmunized Children, Adolescents, and Adults.</b>
<b>Table 4-7</b>	<b>Expanded Approved HepBVacc Schedules for Previously Unimmunized Children, Adolescents, and Adults.</b>
	These tables were compiled from CDC recommendations which can be found in documents in chapter 11 listed under "Core Documents for HBV and HepBVacc."

**Table 4-1**  
**Term\* Infant HepBVacc and HBIG Schedule**  
**Based on Mother's HBsAg Status**

<b>Term Infants born to HBsAg-POSITIVE Women</b>		
<b>Biologic</b>	<b>Age of Infant</b>	<b>IM Dose</b>
HBIG	Within 12 hours of birth <sup>§</sup>	0.5 mL
HepBVacc 1 <sup>#</sup>	Within 12 hours of birth <sup>§</sup>	0.5 mL
HepBVacc 2	1-2 months (6 weeks-2 months if using combination vaccines) <sup>Δ</sup>	0.5 mL
HepBVacc 3	6 months <sup>¶</sup>	0.5 mL
<b>Term Infants Born to Women Whose HBsAg Status is UNKNOWN</b>		
<b>Biologic</b>	<b>Age of Infant</b>	<b>IM Dose</b>
HepBVacc 1 <sup>#</sup>	Within 12 hours of birth	0.5 mL
HepBVacc 2	1-2 months (6 weeks-2 months if using combination vaccines) <sup>Δ</sup>	0.5 mL
HepBVacc 3	6 months <sup>¶</sup>	0.5 mL
HBIG	Defer giving HBIG pending result of mother's test for HBsAg. If mother found to be HBsAg-POSITIVE, give infant HBIG as soon as possible but within 7 days of birth.	0.5 mL
<b>Term Infants Born to HBsAg-NEGATIVE Women</b>		
<b>Biologic</b>	<b>Age of Infant</b>	<b>IM Dose</b>
HepBVacc 1 <sup>#</sup>	Birth (before discharge)	0.5 mL
HepBVacc 2	1-2 months (6 weeks-2 months if using combination vaccines) <sup>Δ</sup>	0.5 mL
HepBVacc 3	6-18 months <sup>¶</sup>	0.5 mL
<p>*Defined as birth weight <math>\geq</math> 2,000 g (4.4 pounds).</p> <p><sup>§</sup>Give HBIG and 1<sup>st</sup> dose of single antigen HepBVacc (either Recombivax HB<sup>®</sup> or Engerix-B<sup>®</sup>) at separate sites in the antero-lateral thigh muscle.</p> <p><sup>#</sup>Infants under 6 weeks old may only receive single antigen HepBVacc. Combination HepBVacc (Pediarix<sup>®</sup> and Comvax<sup>®</sup>) are only approved for <math>\geq</math> 6 weeks old.</p> <p><sup>Δ</sup>The minimum interval between 1<sup>st</sup> and 2<sup>nd</sup> dose of HepBVacc is 1 month.</p> <p><sup>¶</sup> The minimum interval between the 1<sup>st</sup> and 3<sup>rd</sup> dose of HepBVacc is 4 months. Infants should not receive the 3<sup>rd</sup> dose of HepBVacc before 24 weeks old (six months).</p>		

**Table 4-2**  
**Preterm\* Infant HepBVacc and HBIG Schedule**  
**Based on Mother's HBsAg Status**

<b>Preterm Infants born to HBsAg-POSITIVE Women</b>		
Biologic	Age of Infant	IM Dose
HepBVacc Birth Dose <sup>#</sup>	Within 12 hours of birth <sup>§</sup>	0.5 mL
HBIG	Within 12 hours of birth <sup>§</sup>	0.5 mL
HepBVacc 1 <sup>#</sup>	1 month	0.5 mL
HepBVacc 2	2 months <sup>Δ</sup>	0.5 mL
HepBVacc 3	6 months <sup>¶</sup>	0.5 mL
<b>Preterm Infants Born to Women Whose HBsAg Status Is UNKNOWN</b>		
Biologic	Age of Infant	IM Dose
HepBVacc <sup>#</sup>	Within 12 hours of birth <sup>§</sup>	0.5 mL
HBIG	Within 12 hours of birth <sup>§</sup> (unless mother can be shown to be HBsAg-NEGATIVE within 12 hours of birth)	0.5 mL
HepBVacc 1 <sup>#</sup>	1 month	0.5 mL
HepBVacc 2	2 months <sup>Δ</sup>	0.5 mL
HepBVacc 3	6 months <sup>¶</sup>	0.5 mL
<b>Preterm Infants Born to HBsAg-NEGATIVE Women</b>		
Biologic	Age of Infant	IM Dose
HepBVacc 1 <sup>#</sup>	1 month or upon hospital discharge	0.5 mL
HepBVacc 2	2 months <sup>Δ</sup>	0.5 mL
HepBVacc 3	6-18 months <sup>¶</sup>	0.5 mL
<p>*Defined as birth weight under 2,000 g (4.4 pounds).</p> <p><sup>§</sup>Give HBIG and 1<sup>st</sup> dose of single antigen HepBVacc (either Recombivax HB<sup>®</sup> or Engerix-B<sup>®</sup>) at separate sites in the antero-lateral thigh muscle.</p> <p><sup>#</sup> Disregard birth dose of HepBVacc in preterm infant when determining required total doses of HepBVacc. Infants may only receive single antigen HepBVacc (either Recombivax HB<sup>®</sup> or Engerix-B<sup>®</sup>). Combination HepBVacc (Pediarix<sup>®</sup> and Comvax<sup>®</sup>) are only approved for infants ≥ 6 weeks old.</p> <p><sup>Δ</sup>The minimum interval between 1<sup>st</sup> and 2<sup>nd</sup> dose of HepBVacc is 1 month.</p> <p><sup>¶</sup> The minimum interval between the 1<sup>st</sup> and 3<sup>rd</sup> dose of HepBVacc is 4 months. Infants should not receive the 3<sup>rd</sup> dose of HepBVacc series before 24 weeks old (6 months).</p>		

**Table 4-3**  
**Routine Infant Single Antigen HepBVacc Schedule**

Dose	Usual Age	Minimum Interval
1	Birth	---
2	1-2 months	4 weeks
3	6-18 months*	8 weeks <sup>#</sup>
	*Give the 3 <sup>rd</sup> HepBVacc dose at 6 months to infants whose mothers are HBsAg-POSITIVE or whose mother's HBsAg status is UNKNOWN.	<sup>#</sup> At least 16 weeks after the first dose. Third dose should not be before 24 weeks old (6 months).

**Table 4-4**  
**Infant Schedule for Use of Combination Vaccines\* Containing HepBVacc**  
**Following Single Antigen\*\* HepBVacc at Birth**

<p>Infants can receive all of their HepBVacc as single antigen vaccines. Alternately, combination vaccines can be substituted once the infant is at least 6 weeks of age. Combination vaccines require an additional HepBVacc dose for full vaccination.</p>		
<b>Combination Vaccine Schedule if Comvax<sup>®</sup> (HBVacc-Hib) Is Used</b>		
Biologic	Age of Infant	IM Dose
Single antigen—HepBVacc 1	Birth	0.5 mL
Comvax <sup>®</sup> —HepBVacc 2	2 months	0.5 mL
Comvax <sup>®</sup> —HepBVacc 3	4 months	0.5 mL
Comvax <sup>®</sup> —HepBVacc 4	12-15 months	0.5 mL
Note: Comvax <sup>®</sup> cannot be used at birth, before 6 weeks, or at $\geq 72$ months (6 years).		
<b>Combination Vaccine Schedule if Pediarix<sup>®</sup> (DTaP-HBVacc-IPV) Is Used</b>		
Biologic	Age of Infant	IM Dose
Single antigen—HepBVacc 1	Birth	0.5 mL
Pediarix <sup>®</sup> —HepBVacc 2	2 months	0.5 mL
Pediarix <sup>®</sup> —HepBVacc 3	4 months	0.5 mL
Pediarix <sup>®</sup> —HepBVacc 4	6 months	0.5 mL
Note: Pediarix <sup>®</sup> cannot be used at birth, before 6 weeks, or at $\geq 7$ years.		

\*Combination HepBVacc are Pediarix<sup>®</sup> and Comvax<sup>®</sup>.

\*\*Single antigen HepBVacc are Engerix-B<sup>®</sup> and Recombivax HB<sup>®</sup>.

**Table 4-5**  
**HepBVacc Dosing for Children, Adolescents, and Adults**  
**Based on Age, Medical Status, and Vaccine Type<sup>o</sup>**

Patients	Single Antigen HepBVacc				Dual Vaccine (HepBVacc and Hepatitis A)	
	<b>Recombivax HB<sup>®</sup></b> <b>(Merck)</b>		<b>Engerix-B<sup>®</sup></b> <b>(GSK)</b>		<b>Twinrix<sup>®</sup></b> <b>(GSK)</b>	
	Dose ( $\mu$ g)*	Volume (mL)	Dose ( $\mu$ g)*	Volume (mL)	Dose ( $\mu$ g)*	Volume (mL)
Children 1-10 years	5	0.5	10	0.5	N/A**	N/A
Adolescents 11-15 years	10 <sup>§</sup>	1.0 <sup>§</sup>	10	0.5	N/A	N/A
Adolescents 11-19 years	5	0.5	10	0.5	N/A	N/A
Adolescents (11-19 years) undergoing dialysis or otherwise immunocompromised <sup>#</sup>	5	0.5	10	0.5	N/A	N/A
Adults ( $\geq$ 20 years) undergoing dialysis or otherwise immunocompromised	40 <sup>¶</sup>	1.0	40 <sup>¶</sup>	2.0	N/A	N/A
Adults ( $\geq$ 20 years) <sup>Δ</sup>	10	1.0	20	1.0	20	1.0

<sup>o</sup>Vaccines made by different manufacturers are interchangeable as long as the manufacturers' dosing recommendations are followed (except for the two-dose HepBVacc schedule for adolescents aged 11 through 15 years; only the adult formulation Merck HepBVacc is approved for this two-dose schedule in this age group).

\*Recombinant Hepatitis B surface antigen protein dose.

\*\*N/A=Not applicable.

<sup>§</sup>Adult formulation administered in a 2-dose schedule.

<sup>#</sup>Higher doses might be more immunogenic, but no specific recommendations have been made.

<sup>Δ</sup>Twinrix<sup>®</sup> may be administered to persons aged  $\geq$  18 years in a three-dose schedule at 0, 1, and 6 months; alternatively, a four-dose Twinrix<sup>®</sup> schedule can be used on days 0, 7, and 21-30 followed by a dose at 12 months.

<sup>¶</sup>Dialysis formulation administered on a 3-dose schedule at 0, 1, and 6 months.

<sup>¶</sup>Two 1.0 mL doses administered at one site, on a 4-dose schedule at 0, 1, 2, and 6 months.

Table adapted from *Epidemiology and Prevention of Vaccine-Preventable Diseases*, 12<sup>th</sup> edition.

<http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/hepb.pdf>

**Table 4-6**  
**Basic Three Dose HepBVacc Schedule**  
**for Previously Unimmunized Children, Adolescents, and Adults**

HepBVacc Dose	Usual Interval from Previous Dose	Minimum Interval from Previous Dose
1	--	--
2	1 month	4 weeks
3	5 months	8 weeks*
*The 3 <sup>rd</sup> dose must be separated from the 1 <sup>st</sup> dose by at least 16 weeks.		

**Table 4-7**  
**Expanded Approved HepBVacc Schedules**  
**for Previously Unimmunized Children, Adolescents, and Adults\***

Age	HepBVacc Doses	Schedule	Formulations**
Children (1-10 years)	3	0, 1, and 6 months	P
	3	0, 2, and 4 months	P
	4	0, 1, 2, and 12 months	P <sup>§</sup>
Adolescents (11-19 years)	3	0, 1, and 6 months	P
	3	0, 1, and 4 months	P
	3	0, 2, and 4 months	P
	3	0, 12, and 24 months	P
	2	0 and 4-6 months	A <sup>#</sup>
	4	0, 1, 2, and 12 months	P <sup>§</sup>
Adults (≥20 years)	3	0, 1, and 6 months	A, T <sup>Δ</sup>
	3	0, 1, and 4 months	A
	3	0, 2, and 4 months	A
	4	0, 1, 2, and 12 months	A <sup>§</sup>
	4	0, 7 days, 21-30 days, 12 months	T <sup>Δ</sup>

\*Children, adolescents, and adults may be vaccinated according to any of the schedules indicated, except as noted. Selection of a schedule should consider the need to optimize compliance with vaccination.

\*\*Formulations: P=Pediatric/adolescent HepBVacc; A=Adult HepBVacc; T=Twinnrix<sup>®</sup> (GSK, Combined HepBVacc and Hepatitis A Vaccine). See Table 6 for more details about the various formulations.

<sup>§</sup>A 4-dose schedule of Engerix-B<sup>®</sup> (GSK) is licensed for all age groups.

<sup>#</sup>A 2-dose schedule for Recombivax HB<sup>®</sup> (Merck) is licensed for adolescents ages 11-15 years old, but the adult formulation (10μg, 1 mL) must be used. When it is time to receive the second dose, if adolescents are over 15 years old they should be switched to a 3-dose HepBVacc series, with doses 2 and 3 consisting of the pediatric formulation.

<sup>Δ</sup>Twinnrix<sup>®</sup> may be administered to persons aged ≥ 18 years.

Adapted from *Morbidity and Mortality Weekly Report*, December 23, 2005, p. 10.

<http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>



**Package Inserts for Hepatitis B Vaccines (HepBVacc)**

- Engerix-B® [http://us.gsk.com/products/assets/us\\_engerixb.pdf](http://us.gsk.com/products/assets/us_engerixb.pdf)
- Recombivax HB® [http://www.merck.com/product/usa/pi\\_circulars/r/recombivax\\_hb/recombivax\\_pi.pdf](http://www.merck.com/product/usa/pi_circulars/r/recombivax_hb/recombivax_pi.pdf)
- Pediarix® [http://us.gsk.com/products/assets/us\\_pediarix.pdf](http://us.gsk.com/products/assets/us_pediarix.pdf)
- Comvax® [http://www.merck.com/product/usa/pi\\_circulars/c/comvax/comvax\\_pi.pdf](http://www.merck.com/product/usa/pi_circulars/c/comvax/comvax_pi.pdf)
- Twinrix® [http://us.gsk.com/products/assets/us\\_twinrix.pdf](http://us.gsk.com/products/assets/us_twinrix.pdf)

Note: Hepatitis B vaccines do not contain thimerosal.

**Package Inserts for Hepatitis B Immune Globulin (HBIG)**

- HepaGam B® <http://www.hepagamb.com/pdf/HepaGamBPI.pdf>
- HyperHEP B® S/D <http://www.talecris-pi.info/inserts/hyperhepb.pdf>
- Nabi-HB® [http://www.biotestpharma.com/clientuploads/pdfs/Nabi-HB\\_PI\\_Apr\\_2008.pdf](http://www.biotestpharma.com/clientuploads/pdfs/Nabi-HB_PI_Apr_2008.pdf)

Note: HBIG does not contain thimerosal.

## CHAPTER 5

### OBSTETRICAL HEALTH CARE PROVIDERS' RESPONSIBILITIES FOR MATERNAL HEPATITIS B VIRUS INFECTION SCREENING, REPORTING, AND INTERVENTIONS

#### **Overview of the Arizona Perinatal Hepatitis B Prevention Program**

In the United States, an estimated 24,000 women with hepatitis B virus (HBV) infection give birth each year. Pregnant women who are infected with HBV have a high likelihood of passing HBV infection to their infant. Children who are perinatally infected with HBV have a 90% chance of developing chronic HBV infection, and a 25% chance of developing cirrhosis or liver cancer. The Centers for Disease Control and Prevention (CDC) has published their recommendations for preventing perinatal HBV infection in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States."

*Morbidity and Mortality Weekly Report*, December 23, 2005.

<http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>

These CDC recommendations state that there should be routine hepatitis B surface antigen (HBsAg) testing of all pregnant women during every pregnancy, followed by timely intervention in infants born to HBsAg-POSITIVE women. **The HBV exposed infants should be given Hepatitis B Vaccine (HBVacc) and Hepatitis B Immune Globulin (HBIG) within 12 hours of birth.** Subsequently, these infants born to HBsAg-POSITIVE mothers will need on-time completion of their HBVacc series, and eventual serological testing to document if HBV infection was prevented or not.

The CDC recommends HBsAg screening on all women during every pregnancy because the rate of seroconversion from chronic hepatitis to non-chronic hepatitis is estimated at 0.5% per year. Thus, a few women will convert to HBsAg-NEGATIVE between past follow-up and the current pregnancy. In addition, a routine process that tests all pregnant women regardless of their past HBsAg test can minimize misunderstandings of the screening process that might lead to some pregnant women not being screened and infants not getting HepB Vacc and HBIG in a timely manner.

#### **Responsibilities of Obstetrical Health Care Providers to Prevent Perinatal Hepatitis B Virus Infection**

1. Test the HBsAg status for all pregnant women on each pregnancy.
2. Report HBsAg-POSITIVE women to the county health department.
3. Provide delivery hospitals with the HBsAg status of all pregnant women for each pregnancy, both HBsAg-POSITIVE and HBsAg-NEGATIVE results.
4. If the delivery hospital does not have the pregnant woman's HBsAg status at the time of delivery, reorder HBsAg testing upon admission.

Midwives have the same responsibilities as other obstetrical care providers for HBsAg screening of all pregnant women during each pregnancy.

Health care providers must report their patients with acute or chronic HBV infection to their local health agency within five working days as per the Arizona Administrative Code

(AAC) R9-6-202. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm) The provider can report using the Communicable Disease Report form which is found at [http://www.azdhs.gov/phs/oids/pdf/forms/cdr\\_form.pdf](http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf), or through the Medical Electronic Disease Surveillance Electronic System (MEDSIS), Arizona's electronic reporting system, at <http://www.azdhs.gov/medsis/faq.htm>.

### **Assistance to Obstetrical Health Care Providers from the County and State Health Departments**

Obstetrical health care providers should contact their CHD as needed for assistance with the process to prevent perinatal HBV infections (<http://www.azdhs.gov/diro/LHliaison/countymap.htm>). In addition, providers can contact the Arizona Department of Health Services' Perinatal Hepatitis B Prevention Program at (602) 364-3630.

ADHS' Arizona Immunization Program Office has developed two checklists (see below) based on the recommendations of the Centers for Disease Control and Prevention (CDC) as found in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States," *Morbidity and Mortality Weekly Report*, December 23, 2005. <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>

Obstetrical health care providers may wish to use the following checklists to help them and their staff in carrying out CDC recommendations regarding the prevention of perinatal HBV infection.

**Checklist #1: Obstetrical Prenatal HBsAg Screening for ALL Pregnant Women during Every Pregnancy.**

**Checklist #2: Management of HBsAg-POSITIVE pregnant women.**

<b>CHECKLIST #1</b>	
<b>Obstetrical Prenatal HBsAg Screening for ALL Pregnant Women during Every Pregnancy</b>	<b>✓</b>
1. Test for hepatitis B surface antigen (HBsAg) on all pregnant women early in each pregnancy, even if they have previously been tested.	
2. Send to the hospital where the delivery is planned a copy of the actual laboratory report of the mother's most recent HBsAg test. <ul style="list-style-type: none"> <li>• Send <u>both</u> HBsAg-POSITIVE and HBsAg-NEGATIVE results.</li> <li>• Handwritten reporting of the HBsAg test result is not acceptable.</li> </ul>	
3. Give hepatitis B vaccine (HepBVacc) to unimmunized pregnant women at <b>high risk</b> for hepatitis B virus (HBV) infection if their HBsAg test comes back as HBsAg-NEGATIVE. High risk women are defined as: <ul style="list-style-type: none"> <li>• Currently using or recently using injection drugs.</li> <li>• Having had more than one sex partner in the previous 6 months.</li> <li>• Their sex partner is HBsAg-POSITIVE.</li> <li>• They have been evaluated or treated for a sexually transmitted disease.</li> <li>• They engage in behaviors that put them at risk for HBV infection.</li> </ul> <b>Hepatitis B vaccine is safe to give during pregnancy.</b>	
4. Repeat the HBsAg test on high risk pregnant women at the time of delivery, even if they were previously tested for HBsAg during pregnancy and found to be HBsAg-NEGATIVE.	
5. A woman should be tested or retested for HBsAg <u>at delivery</u> when: <ul style="list-style-type: none"> <li>• She was not screened prenatally for HBsAg.</li> <li>• She has had clinical hepatitis since previous HBsAg testing.</li> <li>• She has had recent exposure to HBV.</li> <li>• She engages in behaviors that put her at risk for HBV infection.</li> <li>• She currently uses or recently used injection drugs.</li> <li>• She has had more than one sex partner in the previous 6 months.</li> <li>• Her sex partner is HBsAg-POSITIVE.</li> <li>• She has been evaluated or treated for a sexually transmitted disease.</li> <li>• Her HBsAg test result is not available at time of delivery.</li> </ul>	
6. If the copy of the actual laboratory report of the mother's most recent HBsAg test is not available at delivery, order an HBsAg test on the pregnant woman <b>as soon as possible</b> .	

<b>CHECKLIST #2</b>	
<b>Obstetrical Management of HBsAg-POSITIVE Pregnant Women</b>	<b>✓</b>
1. Send to the delivery hospital a copy of the pregnant woman's actual laboratory report showing her to be HBsAg-POSITIVE. (Handwritten reporting is not acceptable).	
2. Tell the pregnant woman to inform the delivery staff of her HBsAg-POSITIVE status and that her infant will need hepatitis B vaccine (HepBVacc) and Hepatitis B Immune Globulin (HBIG) <b>within 12 hours of delivery.</b>	
3. Tell the HBsAg-POSITIVE pregnant woman that the CHD will be contacting her to help prevent hepatitis B virus (HBV) infection in the infant and household contacts.	
4. HBV education for HBsAg-POSITIVE pregnant women should include: <ul style="list-style-type: none"> <li>• HBV is spread by blood and body fluids, including sexual activity.</li> <li>• The need of HepBVacc and HBIG for the newborn.</li> <li>• Infants born to HBsAg-POSITIVE mothers may be breast-fed.</li> <li>• The need for serologic testing and giving HepBVacc to household, sexual, and needle-sharing contacts.</li> <li>• The need for substance abuse treatment, if appropriate.</li> <li>• The need for her to have medical evaluation for and possible treatment of chronic HBV infection.</li> </ul>	
5. Refer the HBsAg-positive woman to a physician skilled in treating HBV infections.	
6. Give the pregnant woman the HBV educational packet and Lifetime Immunization Record Booklet that will be sent to obstetrical health care providers <u>six weeks</u> before delivery by the Arizona Department of Health Services (ADHS). <ul style="list-style-type: none"> <li>• Tell her to take the Immunization Record Booklet with her to the hospital.</li> <li>• If the HBV educational packet has not arrived in a timely fashion, call ADHS at (602) 364-3630 to obtain the packet.</li> </ul>	
7. Report to the county health department (CHD) <b>for each pregnancy</b> if the pregnant woman's HBsAg test is HBsAg-POSITIVE. <ul style="list-style-type: none"> <li>• Use the Communicable Disease Report form at <a href="http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf">http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf</a> or the Medical Electronic Disease Surveillance Electronic System (MEDSIS) at <a href="http://www.azdhs.gov/medsis/faq.htm">http://www.azdhs.gov/medsis/faq.htm</a>.</li> </ul> CHDs' contact numbers can be found at <a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a> .	

## CHAPTER 6

### HOSPITALS' RESPONSIBILITIES FOR PERINATAL HEPATITIS B VIRUS INFECTION PREVENTION

#### Overview of the Arizona Perinatal Hepatitis B Prevention Program

In the United States, an estimated 24,000 women with hepatitis B virus (HBV) infection give birth each year. Pregnant women who are infected with HBV have a high likelihood of passing HBV infection to their infant. Children who are perinatally infected with HBV have a 90% chance of developing chronic HBV infection, and a 25% chance of developing cirrhosis or liver cancer. The Centers for Disease Control and Prevention (CDC) has published their recommendations for preventing perinatal HBV infection in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States."

*Morbidity and Mortality Weekly Report*, December 23, 2005.

<http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>

These CDC recommendations state that there should be routine hepatitis B surface antigen (HBsAg) testing of all pregnant women during every pregnancy, followed by timely intervention in infants born to HBsAg-POSITIVE women. **The HBV exposed infants should be given Hepatitis B Vaccine (HBVacc) and Hepatitis B Immune Globulin (HBIG) within 12 hours of birth.** Subsequently, these infants born to HBsAg-POSITIVE mothers will need on-time completion of their HBVacc series, and eventual serological testing to document if HBV infection was prevented or not.

The CDC recommends HBsAg screening on all women during every pregnancy because the rate of seroconversion from chronic hepatitis to non-chronic hepatitis is estimated at 0.5% per year. Thus, a few women will convert to HBsAg-NEGATIVE between past follow-up and the current pregnancy. In addition, a routine process that tests all pregnant women regardless of their past HBsAg test can minimize misunderstandings of the screening process that might lead to some pregnant women not being screened and infants not getting HepBVacc and HBIG in a timely manner.

#### Hospitals' Responsibilities to Prevent Perinatal Hepatitis B Virus Infection

All birthing hospitals in Arizona should have written protocols, standing orders, and admission orders to ensure that obstetrical and pediatric health care providers do the following:

1. Identify all infants born to pregnant women who are hepatitis B surface antigen (HBsAg)-POSITIVE, and give these infants **both** hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG) **within 12 hours of birth.**
2. Notify the county health department if the hospital HBV serology shows a positive HBsAg test in a pregnant woman.
3. Identify all infants born to women with an UNKNOWN HBsAg status and give them hepatitis B vaccine **within 12 hours of birth**, followed by HBIG if the woman turns out to be HBsAg-POSITIVE.
4. Administer hepatitis B vaccine to all newborns before they are discharged.

The strongest predictor of hepatitis B vaccine administration to infants born to HBsAg-POSITIVE women is having a written hospital policy for newborn hepatitis B vaccination. See Willis BC, Wortley P, Wang SA, et.al. *Pediatrics*, April 2010. <http://pediatrics.aappublications.org/cgi/reprint/125/4/704>

### **Assistance to Hospitals from the County and State Health Departments**

Hospitals should contact their county health department (CHD) as needed for assistance with the process to prevent perinatal HBV infections (<http://www.azdhs.gov/diro/LHliaison/countymap.htm>). In addition, hospitals can contact the Arizona Department of Health Services' Perinatal Hepatitis B Prevention Program at (602) 364-3630.


ADHS' Arizona Immunization Program Office has developed hospital checklists based on the recommendations of the Centers for Disease Control and Prevention (CDC) as found in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States," *Morbidity and Mortality Weekly Report*, December 23, 2005. <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>.

Hospitals may wish to use the following checklists to help in assisting obstetricians, hospital administration, hospital staff, and pediatric health care providers in carrying out CDC recommendations to prevent perinatal HBV infection.

#### **In Hospital Checklists**

- Hospital Preparations for Delivery.
- Obstetrical Admission Orders and Procedures for Birthing Mothers.
  1. Women who have known HBsAg results.
  2. Women with unknown HBsAg results (no copy of the actual HBsAg laboratory result on the chart).
- Pediatric Admission Orders and Procedures for Newborns
  1. Infants born to HBsAg-POSITIVE women.
  2. Infants born to HBsAg-UNKNOWN women.
  3. Infants born to HBsAg-NEGATIVE women.
- Sample text for admission orders for routine newborn hepatitis B vaccination.



<b>HOSPITAL PREPARATIONS FOR DELIVERY to Prevent Perinatal Hepatitis B Virus Infection</b>	
1. Have <u>written</u> hospital policies and procedures that coincide with the most recent CDC recommendations: <i>MMWR</i> Dec. 25, 2005. <a href="http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf">http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf</a> .	
2. Establish a mechanism to obtain a pregnant woman's prenatal HBsAg results from the woman's health care provider and have a copy of the actual laboratory result available in the hospital prior to delivery.	
3. Identify the person(s) responsible for checking the pregnant woman's HBsAg test status on admission to Labor & Delivery.	
4. Determine the location on the mother's and newborn infant's chart where the mother's HBsAg status (POSITIVE, NEGATIVE, or UNKNOWN) will be documented.	
5. Designate <u>in writing</u> who is responsible to make sure that a copy of the pregnant woman's actual prenatal HBsAg test (POSITIVE, UNKNOWN, or NEGATIVE) is placed in her Labor & Delivery chart <u>and</u> in her infant's chart.	
6. Establish a mechanism to notify the nursery staff and the infant's physician when a pregnant woman is HBsAg-POSITIVE or when her HBsAg status is UNKNOWN.	
7. If the delivering woman's HBsAg test has not been done or if the results are not available, determine the process to have her blood tested for HBsAg as soon as possible.	
8. Give Hepatitis B Immune Globulin (HBIG) [when indicated] and hepatitis B vaccine* (HepBVacc) <b>within 12 hours</b> of birth in the following instances: <ul style="list-style-type: none"> <li>• All infants born to <b>HBsAg-POSITIVE</b> women need HepBVacc and HBIG within 12 hours of birth.</li> <li>• All infants weighing less than 2,000 g who are born to women of <b>UNKNOWN</b> HBsAg status need both HepBVacc and HBIG within 12 hours of birth.</li> <li>• All infants weighing <math>\geq 2,000</math> g who are born to women of <b>UNKNOWN</b> HBsAg status need HepBVacc within 12 hours of birth.</li> </ul>	
9. When both HepBVacc and HBIG are given, they should each be given as soon as possible as they are available. They can be given at the same time or at different times, but each should be given as soon as possible, and each in a separate site.	
10. Establish a mechanism to notify an infant's physician if a parent refuses to have their infant receive HepBVacc and/or HBIG.	
11. Establish a process to notify the county health department of hospital serology showing a HBsAg-POSITIVE test in a pregnant woman. <a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a>	
12. Establish a process so that the hospital reports the dates of every infant's receipt of HepBVacc and HBIG to the Arizona State Immunization Information System (ASIIS). <a href="https://www.asiis.state.az.us">https://www.asiis.state.az.us</a>	
13. Have standing orders for all infants to receive HepBVacc before discharge.	
14. Enroll in Vaccines for Children (VFC) program to get free HepBVacc and HBIG for newborns. Call (602) 364-3642 and see <a href="http://www.azdhs.gov/phs/immun/act_aipo.htm">http://www.azdhs.gov/phs/immun/act_aipo.htm</a> .	
15. Contact your hospital pharmacy to make sure that HepBVacc and HBIG are readily available on a routine basis, or that there is a process to obtain them quickly when needed.	



<b>ADMISSION ORDERS and PROCEDURES FOR BIRTHING MOTHERS to Prevent Perinatal Hepatitis B Virus Infection</b>	
<b>Checklist #1 for Pregnant women who have a prenatal HBsAg lab report available at time of admission</b>	<b>7</b>
1. Examine a copy of the pregnant woman's prenatal HBsAg test result. <ul style="list-style-type: none"> <li>• Make sure that the correct test was performed. [The correct test is <b>HBsAg</b> (hepatitis B surface antigen). Do not confuse this with other hepatitis B virus (HBV) tests.]</li> <li>• Make sure it is a copy of the actual laboratory report. <i>Do not rely on a handwritten or transcribed HBsAg test result.</i></li> <li>• If the HBsAg test is <b>NEGATIVE</b>, make sure that the testing date was during <i>this</i> pregnancy, and not a previous one.</li> <li>➤ <b>If the HBsAg test is POSITIVE, make sure that the nursery staff and the infant's physician are aware of the test result and that the infant must receive both HepBVacc and HBIG within 12 hours of birth.</b></li> </ul>	
2. Place a copy of the actual HBsAg prenatal laboratory report into (1) the pregnant woman's Labor & Delivery record and (2) the infant's hospital record.	
3. Repeat the pregnant woman's HBsAg blood test on admission if she was HBsAg <b>NEGATIVE</b> during this pregnancy <u>but</u> is at risk for recently acquiring HBV because she engages in behaviors that put her at high risk for HBV, such as she: <ul style="list-style-type: none"> <li>• Is not in a long-term, mutually monogamous relationship.</li> <li>• Has had an HBsAg-positive sex partner or has had a recent exposure to HBV.</li> <li>• Has been evaluated or treated for a sexually transmitted disease.</li> <li>• Currently uses or recently used injection drugs.</li> <li>• Has had clinical hepatitis since previous HBsAg testing.</li> </ul>	
4. When HBsAg is ordered on admission, instruct the laboratory to call Labor & Delivery and the nursery staff with the delivering pregnant woman's newly obtained HBsAg test result <b>as soon as possible</b> .	

ADMISSION ORDERS and PROCEDURES FOR BIRTHING MOTHERS to Prevent Perinatal Hepatitis B Virus Infection (cont.)	
<b>Checklist #2 for</b> <b>Pregnant women who do <u>not</u> have a copy of their <i>actual</i> prenatal HBsAg laboratory report from this pregnancy available on admission</b>	✓
1. Order an HBsAg blood test on the woman, even if she had been previously tested. <ul style="list-style-type: none"> <li>• Order the woman's HBsAg test to be done <b>as soon as possible</b>, unless delivery is not imminent.</li> <li>• Make sure that the woman's HBsAg test is done in a timely manner so that the woman's HBsAg result is placed on her chart <b>and</b> placed on her infant's chart <b>and</b> communicated to the woman's physician, to the nursery staff, and to the infant's physician <b>before delivery</b>.</li> </ul>	
2. Instruct the laboratory to call Labor & Delivery and the nursery staff with the delivering pregnant woman's newly obtained HBsAg test result <b>as soon as possible</b> .	
3. Once the pregnant woman's HBsAg laboratory report is available: <ul style="list-style-type: none"> <li>• Make sure that the correct test was performed. [The correct test is <b>HBsAg</b> (hepatitis B surface antigen). Do not confuse this with other hepatitis B virus (HBV) tests.]</li> <li>• Place a copy of the HBsAg laboratory report into (1) the mother's Labor &amp; Delivery record <b>and</b> (2) the infant's hospital record.</li> <li>• <b>If the HBsAg test is POSITIVE, make sure that the nursery staff and the infant's physician are aware of the test result and that the infant must receive both hepatitis B vaccine (HepBVacc) and hepatitis B immune globulin (HBIG) within 12 hours of birth.</b></li> </ul>	

<b>HOSPITAL ADMISSION ORDERS AND PROCEDURES FOR NEWBORNS</b>	
<b>Checklist for infants born to HBsAg-POSITIVE women</b>	<b>✓</b>
1. Administer hepatitis B vaccine (HepBVacc) [0.5 mL, IM, either Recombivax HB <sup>®</sup> or Engerix-B <sup>®</sup> ] and Hepatitis B Immune Globulin (HBIG) [0.5 mL, IM] at separate injection sites <b>as soon as possible within 12 hours of birth.</b> <ul style="list-style-type: none"> <li>HepBVacc and HBIG can be given at the same time or at different times at separate injection sites. Do not wait for HBIG to be available before giving HepBVacc.</li> </ul>	
2. Obtain verbal consent from the parent prior to the HepBVacc and HBIG administration. Give the HepBVacc Vaccine Information Statement (VIS) to the parent.	
3. Document the HepBVacc and HBIG doses in the infant's medical record, including date, time, site of administration, manufacturer, and lot number.	
4. Give the mother a Lifetime Immunization Record that includes the receipt dates of the HepBVacc and HBIG. Explain the infant's need for the complete HepBVacc series. Remind her to bring the vaccine card with her each time her baby sees a provider.	
5. Report the date of the infant's HepBVacc and HBIG to the Arizona State Immunization Information System (ASIIS). <a href="https://www.asiis.state.az.us">https://www.asiis.state.az.us</a> .	
6. Notify the county health department of the birth, and the date and time of receiving HepBVacc and HBIG. <a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a>	
7. Notify the infant's primary care provider of the infant's birth, the date and time of when HepBVacc and HBIG were administered. Inform the provider of the importance of additional timely HepBVacc doses and postvaccination testing of the infant for HBsAg and for antibody to HBsAg after completion of the HepBVacc series.	
8. If an infant born to a HBsAg-POSITIVE woman weighs < 2,000 g, do not count the birth vaccine dose as part of the infant's HepBVacc series. Instead, start the regular HepBVacc series as soon as possible beginning at 4-6 weeks of age.	
9. Provide hepatitis B virus (HBV) education to the mother, which includes the following: <ul style="list-style-type: none"> <li>She may breast-feed even before HepBVacc and HBIG are given.</li> <li>In order to prevent HBV infection, her infant must complete the full HepBVacc series on the recommended schedule.</li> <li>Blood will need to be drawn from her infant after at least 3 doses of the HepBVacc series (usually at age 9 months) to determine if her infant developed a protective immune response to vaccination or needs additional management.</li> <li>How HBV is spread, that she is contagious, and the need for testing and HepBVacc of susceptible household, sexual, and needle-sharing contacts.</li> <li>The need for substance abuse treatment, if this is a problem.</li> <li>The need for her to have a medical evaluation for her own HBV infection.</li> </ul>	
10. If the parent is unwilling to give verbal consent to HepBVacc and HBIG, notify the infant's physician <b>as soon as possible</b> and prior to 12 hours of age.	

<b>HOSPITAL ADMISSION ORDERS and PROCEDURES FOR NEWBORNS</b>	
<b>Checklist for infants born to women with UNKNOWN HBsAg status</b>	<b>71</b>
1. Administer hepatitis B vaccine (HepBVacc) [0.5 mL, IM, either Recombivax HB <sup>®</sup> or Engerix-B <sup>®</sup> ] and Hepatitis B Immune Globulin (HBIG) [0.5 mL, IM] at separate injection sites as soon as possible within 12 hours of birth.	
2. An infant weighing < 2,000 g whose mother's HBsAg status is UNKNOWN should receive both HepBVacc and Hepatitis B Immune Globulin (HBIG) within 12 hours of birth. <ul style="list-style-type: none"> <li>HepBVacc and HBIG should each be given to the infant as soon as possible as they are available. Do not wait for HBIG to be available before giving HepBVacc.</li> </ul>	
3. Obtain verbal consent from the parent prior to HepBVacc administration. Give the HepBVacc Vaccine Information Statement (VIS) to the parent.	
4. Document the HepBVacc dose (and HBIG, if given) in the infant's medical record, including date, time, site of administration, manufacturer, and lot number.	
5. Report the date of the infant's HepBVacc (and HBIG if given) to the Arizona State Immunization Information System (ASIIS). <a href="https://www.asiis.state.az.us">https://www.asiis.state.az.us</a> .	
6. Give the mother an immunization record card that includes the date of her infant's HepBVacc (and HBIG if given). Explain the infant's need for the complete HepBVacc series. Remind her to bring the card with her each time her baby sees a provider.	
7. Confirm that the mother had a HBsAg test ordered on admission to rapidly clarify her HBsAg status..	
8. Make sure that the laboratory received the blood for testing the mother's HBsAg status.	
9. Verify when the mother's HBsAg result will be available and that it will be reported to Labor & Delivery and the nursery staff as soon as possible.	
10. If the nursery staff does not receive the report of the mother's HBsAg test at the expected time, call the laboratory for the result.	
11. If the test indicates that the mother's HBsAg test result is <b>POSITIVE</b> , do the following: <ul style="list-style-type: none"> <li>Administer HBIG (0.5 mL, IM) to the infant as soon as possible. (HepBVacc should have already been given within 12 hours of birth.)</li> <li>Follow the checklist "For infants born to HBsAg-POSITIVE women."</li> <li>Alert the mother's and infant's physician(s) of the POSITIVE HBsAg test result.</li> </ul>	
11. If the parent is unwilling to give verbal consent to HepBVacc, notify the infant's physician prior to 12 hours of age.	
12. If the infant must be discharged before the mother's HBsAg result is known: <ul style="list-style-type: none"> <li>Ensure that HepBVacc was given as above.</li> <li>Document contact information for the parents (e.g., addresses, telephone numbers, emergency contacts) in case the mother's HBsAg test is POSITIVE and the infant must receive HBIG within 7 days of birth.</li> <li>Notify the infant's primary care provider and the county health department that the mother's HBsAg result is pending. <a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a></li> </ul>	
13. Do not count the birth vaccine dose of an infant weighing < 2,000 g as part of the infant's hepatitis B vaccine series. Instead, start counting the total doses in the HepBVacc series starting with the dose at 4-6 weeks of age.	

<b>HOSPITAL ADMISSION ORDERS and PROCEDURES FOR NEWBORNS</b>	
<b>Checklist for infants born to HBsAg-NEGATIVE women</b>	<b>71</b>
1. Administer hepatitis B vaccine (HepBVacc) [0.5 mL, IM, either Recombivax HB <sup>®</sup> or Engerix-B <sup>®</sup> ] before hospital discharge to all infants weighing 2,000 g or more at birth.	
2. Obtain verbal consent from the parent prior to HepBVacc administration. Give the HepBVacc Vaccine Information Statement (VIS) to the parent.	
3. Document the HepBVacc dose in the infant's medical record, including date, time, site of administration, and lot number.	
4. Report the date of the infant's HepBVacc to the Arizona State Immunization Information System (ASIIS). <a href="https://www.asiis.state.az.us">https://www.asiis.state.az.us</a>	
5. Give the mother an immunization record card that includes the HepBVacc date. Explain the infant's need for the complete HepBVacc series to protect her baby. Remind her to bring the card with her each time her baby sees a health care provider.	
6. For infants weighing less than 2,000 g, defer the first dose of HepBVacc until one month after birth or at hospital discharge, whichever comes first. ➤ The mother's HBsAg test result showing that she is HBsAg-NEGATIVE must be part of the infant's medical record to defer the first dose of HepBVacc.	
7. If the parent is unwilling to give verbal consent to HepBVacc, notify the infant's physician.	
8. Although on a case-by-case basis and only in rare circumstances can the infant's first dose of HepBVacc be delayed until after discharge, if HepBVacc is not given, make sure that a copy of the mother's most recent HBsAg-NEGATIVE test is in the infant's chart.	

<b>SAMPLE TEXT for Admission Orders for Routine Newborn Hepatitis B Vaccination</b>
<b>Hepatitis B Vaccine (RECOMBIVAX HB<sup>®</sup> or Engerix-B<sup>®</sup>) IM</b>
ONE TIME, Intramuscular, Dose: 0.5 mL. Give within 12 hours of birth to all infants who weigh 2,000 grams (4.4 pounds) or more. Bathe the newborn, wash the site well with soap and water, and cleanse the injection site with alcohol prior to IM administration.
➤ The above sample text was adapted from the Immunization Action Coalition's document "Admission Orders for Labor & Delivery and Newborn Units to Prevent HBV Transmission." <a href="http://www.immunize.org/catg.d/p2130.pdf">http://www.immunize.org/catg.d/p2130.pdf</a>



## CHAPTER 7

### **PEDIATRIC HEALTH CARE PROVIDERS' RESPONSIBILITIES FOR PERINATAL HEPATITIS B VIRUS INFECTION PREVENTION**

#### **Overview of the Arizona Perinatal Hepatitis B Prevention Program:**

Pregnant women who are infected with hepatitis B virus (HBV) have a high likelihood of passing HBV infection to their infant. Infants infected with HBV perinatally have a 90% chance of developing chronic HBV infection, and a 25% chance of developing cirrhosis or liver cancer. Perinatal HBV infection can be prevented by routine testing of all pregnant women for hepatitis B surface antigen (HBsAg), and intervening in infants born to HBsAg-POSITIVE women. These infants are given hepatitis B vaccine (HepBVacc) and Hepatitis B Immune Globulin (HBIG) **within 12 hours of birth**. Subsequently, infants born to HBsAg-POSITIVE mothers will need on-time completion of their HBVacc series, and eventual serological testing to document if HBV infection was prevented or not.

Pediatric care providers play an essential role in preventing perinatal HBV infection by intervening at delivery, and by follow up vaccination and serological testing. Pediatricians need to identify infants born to HBsAg-POSITIVE pregnant women and ensure that they receive HepBVacc and HBIG **within 12 hours of birth**. Hospitals are encouraged to have standing orders to assist pediatricians in taking the necessary steps to prevent perinatal hepatitis B infection. In addition, the pediatrician must administer the remaining doses of HepBVacc in a timely manner. Finally, three months after the final dose of HBVaccine, infants need blood testing for HBsAg and antibody to HBsAg (anti-HBs) to see if HBV infection was prevented or not .

In order to successfully prevent perinatal HBV infection, there needs to be proper communication and coordinated efforts between pediatric care providers, hospital personnel, the county health department (CHD), the HBsAg-POSITIVE women, obstetrical providers, and the Arizona Department of Health Services (ADHS).

#### **Responsibilities of Pediatric Health Care Providers (in Hospital and Outpatient)**

The Centers for Disease Control and Prevention (CDC) as found in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States" (<http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>) recommend the following for Pediatric Health Care Providers:

##### **In Hospital Pediatric Care Responsibilities**

1. Know the HBsAg test result of the mother for each and every newborn infant.
2. Give HepBVacc and HBIG **within 12 hours** to infants born of **HBsAg-POSITIVE** women.
3. Give HepBVacc **within 12 hours** to full term infants born to women with **UNKNOWN HBsAg status**.

4. Give HepBVacc and HBIG **within 12 hours** to preterm infants (infants weighing less than 2,000 grams) born to women with UNKNOWN HBsAg status.
5. Give all infants HepBVacc before hospital discharge.
6. Inform the County Health Department (CHD) of the infant's name, contact information and vaccination history of HBIG and HepBVacc prior to discharge.

#### Outpatient Pediatric Care Responsibilities

1. For infants born to HBsAg-POSITIVE mothers:
  - a. Complete the full HepBVacc series as soon as possible.
  - b. Obtain post-vaccination serology for HBsAg and *antibody* to HBsAg (anti-HBs) three months after the last dose in the HepBVacc series.
  - c. Inform the CHD of the dates that the *infant* received follow-up HepBVacc and the results of the infant's post-vaccination HBV serologies.

#### **Reporting of HepBVacc and HBIG Administration to the Arizona State Immunization Information System (ASIIS)**

Arizona State law requires that health care providers who administer any vaccine to children (birth to 17 years old) must report the vaccine to the State electronic immunization registry (ASIIS). Therefore, hospitals and health care providers are required to report to ASIIS about each dose of HepBVacc given to a child. This can be accomplished by reporting the vaccination directly into ASIIS at <https://www.asiis.state.az.us> or by reporting the vaccination on the Electronic Birth Certificate. Both methods require ASIIS registration and guidance from ASIIS helpline staff at (602) 364-3899 or toll free at 1-877-491-5741. Additional information about ASIIS can be obtained by calling the above numbers or at <http://www.azdhs.gov/phs/asiis>.

State law does not require reporting of HBIG to ASIIS, but HBIG reporting is requested and the receipt date can be reported in the same manner as vaccines. Entering HBIG information into ASIIS will assist CHDs as they manage the cases of infants exposed to HBsAg-POSITIVE mothers.

#### **Assistance to Pediatric Health Care Providers from the County and State Health Departments**

ADHS' Arizona Immunization Program Office has developed checklists that that pediatric care providers may wish to use to help them and their staff in carrying out CDC recommendations regarding the prevention of perinatal hepatitis B virus infection. These checklists were developed based on recommendations of the Centers for Disease Control and Prevention (CDC) as found in "A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States." *Morbidity and Mortality Weekly Report*, December 23, 2005. <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>.

Pediatric health care providers should contact their County Health Department as needed for assistance with the process to prevent perinatal HBV infections (<http://www.azdhs.gov/diro/LHliaison/countymap.htm>). In addition, providers can contact the Arizona Department of Health Services' Perinatal Hepatitis B Prevention Program at (602) 364-3630.

## Checklists for Pediatric Health Care Providers

The checklists for pediatric care providers for in hospital care of the newborns can be found at the end of Chapter 6 (Hospitals' Responsibilities for Perinatal Hepatitis B Virus Infection Prevention). The checklist for outpatient management of infants born to HBsAg-POSITIVE mothers is found below at the end of Chapter 7.

OUTPATIENT Procedures for Infants Born to HBsAg-POSITIVE Women	
	<input checked="" type="checkbox"/>
1.	<p>Instruct office staff to work with the County Health Department (CHD) in order to:</p> <ul style="list-style-type: none"> <li>Recall the infant for on-time administration of the hepatitis B vaccine (HepBVacc) series.</li> <li>Order serological testing for hepatitis B virus (HBV) infection three months after the final HepBVacc dose.</li> <li>Complete the CHD forms to report dates of the infant's HepBVacc and results of the infant's HBV serological testing.</li> <li>Give the family HBV education as needed. HBV educational materials can be obtained from CHDs (<a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a>) and from the Arizona Department of Health Services at (602) 364-3630.</li> </ul>
2.	Schedule the 2 <sup>nd</sup> HepBVacc dose (the 1 <sup>st</sup> outpatient dose) as soon as possible. This would be at 4-6 weeks of age depending on which HepBVacc formulation will be used.
3.	<p>The total number of HepBVacc doses depends on which vaccine formulations are used and the infant's birth weight.</p> <p>For infants with birth weight <math>\geq 2,000</math> g (<math>\geq 4.4</math> lb.), give:</p> <ul style="list-style-type: none"> <li>3 doses if using all single antigen HepBVacc..</li> <li>4 doses if Pediarix<sup>®</sup> or Comvax<sup>®</sup> is used.</li> </ul> <p>For infants with birth weight <math>&lt; 2,000</math> g (<math>&lt; 4.4</math> lb.):</p> <ul style="list-style-type: none"> <li>the birth dose of HepBVacc dose should be disregarded in calculating the total number of vaccine doses.</li> <li>For more details refer to <a href="http://www.cdc.gov/hepatitis/hbv/pdfs/correctedtable4.pdf">http://www.cdc.gov/hepatitis/hbv/pdfs/correctedtable4.pdf</a></li> </ul>
4.	Instruct staff to do a <u>reminder recall</u> for all HepBVacc doses and serologic testing. Staff should investigate and follow-up if the infant misses any appointments for HepBVacc.
5.	Instruct staff to report to the CHD when the HepBVacc are administered and when HBV serologic testing is complete. <a href="http://www.azdhs.gov/diro/LHliaison/countymap.htm">http://www.azdhs.gov/diro/LHliaison/countymap.htm</a>
6.	Instruct staff to report each HepBVacc dose in a timely manner to the Arizona State Immunization Information System (ASIIS). <a href="http://www.azdhs.gov/phs/asiis">http://www.azdhs.gov/phs/asiis</a>
7.	Three months after the final HepBVacc dose, order serology for HBsAg (hepatitis B surface antigen) and antibody to HBsAg (anti-HBs).
8.	<p>Evaluate the results of the infant's HBsAg and anti-HBs.</p> <ul style="list-style-type: none"> <li>Infants who test NEGATIVE for HBsAg and POSITIVE for anti-HBs are <u>not infected</u> and are <u>immune</u>.</li> <li>Infants who test NEGATIVE for HBsAg and NEGATIVE for anti-HBs are <u>not infected</u> but they are <u>not immune</u>. They need to have 3 more doses of HepBVacc and to be retested for HBsAg and anti-HBs 1-2 months after the final HepBVacc.</li> <li>Infants who test POSITIVE for HBsAg have been <u>infected</u> with HBV and will need pediatric gastroenterology evaluation and management for chronic HBV infection.</li> </ul>
9.	Report infants who test POSITIVE for HBsAg to the CHD using the Communicable Disease Report form which can be found at <a href="http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf">http://www.azdhs.gov/phs/oids/pdf/forms/cdr_form.pdf</a> , or through MEDSIS at <a href="http://www.azdhs.gov/medsis/faq.htm">http://www.azdhs.gov/medsis/faq.htm</a> .



## **CHAPTER 8**

### **COUNTY HEALTH DEPARTMENTS' RESPONSIBILITIES FOR PERINATAL HEPATITIS B CASE MANAGEMENT SERVICES**

#### **Background**

Each County Health Department (CHD) should provide case management for hepatitis B surface antigen (HBsAg)-POSITIVE pregnant women, including home visits if necessary, to assure that:

1. All infants born to HBsAg-POSITIVE mothers are offered hepatitis B vaccine (HepBVacc) and Hepatitis B Immune Globulin (HBIG) within 12 hours of birth;
2. All HBsAg-exposed infants receive on-time HepBVacc and post vaccination serology;
3. The HBsAg-POSITIVE mother is educated about hepatitis B virus (HBV) infection;
4. The household, sexual, and needle-sharing contacts of the mother are evaluated to see if they are Hepatitis B Virus (HBV) infected, HBV immune, or in need of HepBVacc.

The Arizona Department of Health Services (ADHS) contracts with all fifteen Arizona counties to provide case management to prevent perinatal HBV transmission. Contract payment for case management for each perinatal HBV case is paid in two increments (one for prenatal services and one for postnatal services).

#### **County Health Departments' Prenatal Responsibilities**

##### **1. General Responsibilities**

- A. Be aware of the contents of the AHDS Perinatal Hepatitis B Prevention Program Manual.
- B. Make sure that ADHS is aware when an HBsAg-POSITIVE pregnant woman has been identified.
- C. Interview the HBsAg-POSITIVE pregnant woman to explain the Perinatal Hepatitis B Prevention Program and to identify household contacts, sexual contacts, needle-sharing contacts, and other biological children.
- D. Document any refusals for testing or vaccination on the part of the HBsAg-POSITIVE woman or her contacts.
- E. Until case management is completed, submit reports about the HBsAg-POSITIVE pregnant woman, her infant, and her contacts to the Arizona Perinatal Hepatitis B Prevention Program using the "Line Listing Report" (Appendix 8C) according to the ADHS Immunization Program Intergovernmental Agreement.

##### **2. Prenatal Interventions**

- A. Give verbal and written educational material to the HBsAg-POSITIVE pregnant woman to explain that her HBsAg-POSITIVE test results means that she has HBV infection and that she can pass the HBV infection to her infant.
- B. Explain that unless babies are vaccinated soon after birth, most of the babies who are born to

HBsAg-POSITIVE mothers will develop chronic HBV infection which means that the child will always be infectious to other people for the rest of their lives, and can develop liver damage which leads to liver cancer, liver failure, and death.

- C. Describe how giving her infant HepBVacc and HBIG within 12 hours of birth, followed by on-time additional HepBVacc will usually prevent HBV infection in her infant.
- D. Explain that even after HepBVacc, follow-up serologic testing will be needed to see if the infant is HBV infected or HBV immune.
- E. Stress the importance of her infant receiving the 2<sup>nd</sup> dose of HepBVacc at 1-2 months of age, and completing the HepBVacc series within six months of age (12-15 months of age if Comvax<sup>®</sup> is used).
- F. Explain that her infant may encounter long-term health problems if her infant does not complete the HepBVacc series on time.
- G. Tell her to bring the written documentation of HepBVacc when taking her infant for medical care.
- H. Instruct her where to call if she changes her address or telephone number.
- I. Explain that since HBV is spread by close contact with blood and body fluids, household contacts, sexual contacts, needle-sharing contacts, and her other biological children will need evaluation, serologic testing, and possibly vaccination.
- J. Educate the HBsAg-POSITIVE pregnant woman that HBV is **not** spread by breastfeeding, kissing, hugging, coughing, ingesting food or water, sharing eating utensils, sharing drinking glasses, or casual contact.
- K. Explain that, in general, persons should not be excluded from work, school, play, child care, or other settings on the basis of their HBsAg-POSITIVE status, unless they are prone to biting or other activities that would expose others to their blood.
- L. Educate the HBsAg-POSITIVE pregnant woman that she needs to:
  - 1) Notify any sexual partner of her HBsAg-POSITIVE status.
  - 2) Use condoms (latex or polyurethane) to protect non-immune sex partners from acquiring HBV infection from sexual activity until the sex partners can be vaccinated and their immunity documented.
  - 3) Cover cuts and skin lesions to prevent the spread of HBV through body fluids or blood.
  - 4) Not donate blood, plasma, or tissue.
  - 5) Refrain from sharing household articles (e.g., toothbrushes, razors, or personal injection equipment) that could become contaminated with blood.
  - 6) Inform all medical or dental health care providers of her HBsAg-POSITIVE status.
- M. Explain to the HBsAg-POSITIVE pregnant woman that in order to protect her liver from further harm, she should:
  - 1) Avoid or limit alcohol consumption.
  - 2) Refrain from taking any new medicines, including over-the-counter and herbal medicines, without consulting with her health-care provider.
  - 3) Obtain vaccination against hepatitis A.
- N. Offer the HBsAg-POSITIVE pregnant woman information on support groups to help cope with chronic HBV infection. Information about support groups is available at [http://www.hepb.org/patients/support\\_groups.htm](http://www.hepb.org/patients/support_groups.htm).

### 3. Contact Interventions

- A. For each household contact, sexual contact, needle-sharing contact, and other biological children, obtain their name, date of birth, HepBVacc history, and HBV serologic testing history.
- B. Provide HBV education in verbal and written form to household contacts, sexual contacts, and needle-sharing contacts.
- C. Test previously vaccinated, but not serologically-tested for proof of immunity, biological children of HBsAg-POSITIVE women for hepatitis B surface antigen (HBsAg) and antibody to hepatitis B surface antigen (anti-HBs).
- D. Test previously unvaccinated household contacts, sexual contacts, needle-sharing contacts, and biological children of a HBsAg-POSITIVE pregnant woman to determine immunity to, infection by, or susceptibility to HBV by ordering HBsAg and anti-HBs.
- E. To provide protection against HBV in a timely manner, previously unvaccinated household contacts, sexual contacts, needle-sharing contacts, and biological children of a HBsAg-POSITIVE pregnant woman should receive their first dose of HepBVacc immediately after collection of blood for serologic testing.
- F. Household contacts, sexual contacts, and needle-sharing contacts who are found to be HBV susceptible (NEGATIVE for both HBsAg and anti-HBs) should complete the full HBVacc series using an age-appropriate vaccine dose and schedule. This even applies to children who have a history of previous vaccination.
- G. Contacts who test HBsAg-POSITIVE, should be told that they are infected with HBV, and should be educated again about HBV infection and transmission in order to prevent spread to others and to maintain their own health. The education should include:
  - 1) What the HBsAg-POSITIVE test results means.
  - 2) Complications of HBV infection (liver damage, liver cancer, and death).
  - 3) HBV is spread by close contact with blood and body fluids so that sexual partners, needle-sharing contacts, household contacts, and infants born to HBsAg-POSITIVE mothers are at risk of HBV infection.
  - 4) HBV is not spread by breastfeeding, kissing, hugging, coughing, ingesting food or water, sharing eating utensils, sharing drinking glasses, or casual contact.
  - 5) In general persons should not be excluded from work, school, play, child care, or other settings on the basis of their HBsAg-POSITIVE status, unless they are prone to biting or other activities that would expose others to their blood.
- H. All HBsAg-POSITIVE contacts should be referred for medical evaluation and management of HBV infection.
- I. Educate the contacts who are found to be HBsAg-POSITIVE that they need to:
  - 1) Notify any sexual partner of their HBsAg-POSITIVE status.
  - 2) Use condoms (latex or polyurethane) to protect non-immune sex partners from acquiring HBV infection from sexual activity until the sex partners can be vaccinated and shown to be immune to HBV.
  - 3) Cover cuts and skin lesions to prevent spread of HBV through body fluids or blood.
  - 4) Do not donate blood, plasma, tissue, or semen.
  - 5) Refrain from sharing household articles (e.g., toothbrushes, razors, or personal injection equipment) that could become contaminated with blood.
  - 6) Inform all medical or dental health care providers of their HBsAg-POSITIVE status.

- J. Explain to the contacts who are found to be HBsAg-POSITIVE that in order to protect their liver from further harm, they should:
  - 1) Avoid or limit alcohol consumption.
  - 2) Refrain from taking any new medicines, including over-the-counter and herbal medicines, without consulting with their health-care provider.
  - 3) Obtain vaccination against hepatitis A.
- K. Offer the contacts that are found to be HBsAg-POSITIVE information on support groups to help cope with chronic HBV infection. Information about support groups is available at [http://www.hepb.org/patients/support\\_groups.htm](http://www.hepb.org/patients/support_groups.htm).
- L. Testing for anti-HBs is not routinely indicated in most people who get hepatitis B vaccination. However, post-vaccination serology is recommended for persons whose management depends on knowledge of their immune status.
  - 1) These persons includes other biological children of HBsAg-POSITIVE women who have not been previously tested for immunity, sexual partners of a HBsAg-POSITIVE person, health care workers at high risk for continued percutaneous or mucosal exposure to blood or body fluids, chronic hemodialysis patients, HIV-infected people, and immune-compromised people.
  - 2) In these people, obtain post-vaccination testing 1-2 months after the last dose of the HBVacc series.

#### **4. Hospital Prenatal Interventions**

- A. Work with delivery hospitals so that each hospital is aware of Centers for Disease Control and Prevention (CDC) recommendations regarding perinatal HBV prevention and each has appropriate protocols to carry out the recommendations.
- B. Work with the delivery hospitals so that there can be HBV educational material available as needed for HBsAg-POSITIVE mothers.
- C. Arrange to have the delivery hospitals notify the CHD when an HBsAg-POSITIVE woman delivers, as well as the date and time that her HBsAg-exposed infant was given HBIG and HepBVacc.

### **County Health Departments' Postnatal Responsibilities**

#### **Infant Interventions**

- 1. Document the infant's name, birth date, date of birth, time of birth, and birth hospital.
- 2. Obtain the date and time of administration of HBIG and the HepBVacc birth dose.
- 3. Identify the name and phone number of the infant's pediatric health care provider.
- 4. Submit the above information to AIPO within 15 days of birth so AIPO can send a "birth exposure letter" to the infant's pediatric health care provider explaining the need of follow up hepatitis B vaccine doses and post-vaccination serologic testing. The CHD may wish to use the form in Appendix 8A: Birth Follow-Up Worksheet.
- 5. Send the pediatric health care provider a letter requesting timely reporting to the CHD of the infant's HepBVacc doses and results of HBV serology. The CHD may wish to use the template of the letter in Appendix 8B: Template of County Health Department Letter to Pediatric Health Care Provider to Document Hepatitis B Vaccination and Serology for

Infants Born to HBsAg-POSITIVE Women.

6. Track the infant throughout the HepBVacc series and post-vaccination serology to ensure proper hepatitis B vaccination scheduling and HBV serologic testing.
7. Obtain the dates of the follow up HepBVacc, document the date and results of post-vaccination serologies, and provide this information to ADHS according to the ADHS Immunization Program Intergovernmental Agreement. Consider using the reporting form in Appendix 8C: "Line Listing Report".
8. For the infants who were born to women who were HBsAg-POSITIVE, and completed the full HBVacc series but subsequently tested NEGATIVE for **antibody to HBsAg** (anti-HBs) **and** tested NEGATIVE for **HBsAg**, repeat another full HBVacc series with three doses of monovalent HepBVacc and obtain repeat HBV serologic testing (HBsAg and anti-HBs).
9. Notify ADHS if an HBsAg-exposed infant tests positive for HBsAg.
10. Report to the ADHS Perinatal Hepatitis B Prevention Program if an HBsAg-POSITIVE pregnant woman, an exposed infant, or a contact has moved to a new jurisdiction so that ADHS can send a transfer form to the new jurisdiction.

**APPENDIX 8A.**

**BIRTH FOLLOW UP WORKSHEET  
FOR PERINATAL HEPATITIS B PREVENTION PROGRAM**

*To be sent by County Health Department within 15 DAYS of birth to:*

Arizona Department of Health Services

Perinatal Hepatitis B Program

150 N. 18<sup>th</sup> Avenue, Suite 120

Phoenix, AZ 85007

(602) 364-3630

Fax (602) 364-3274

County: \_\_\_\_\_

HBsAg-POSITIVE Mother's Name: \_\_\_\_\_

Delivery Hospital: \_\_\_\_\_

Infant's Name: \_\_\_\_\_

Male: \_\_\_\_\_ Female: \_\_\_\_\_

Birthdate: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ Birth weight: \_\_\_\_\_ kg/lb.  
(AM/PM) (circle)

Birth dose hepatitis B vaccine: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_  
(AM/PM) (circle)

HBIG: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_  
(AM/PM) (circle)

Pediatric Health Care Provider: \_\_\_\_\_

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

Phone: \_\_\_\_\_

APPENDIX 8B.

Template of County Health Department Letter to Pediatric Health Care Providers  
to Document Hepatitis B Vaccination and Serology for Infants Born to HBsAg-POSITIVE Women.

Pediatric Health Care Provider:  
Address

Date: \_\_\_\_\_

Dear Pediatric Health Care Provider:

You have been identified as the provider for the following infant who was exposed at birth to hepatitis B virus (HBV). This infant received his/her birth dose of hepatitis B vaccine (HepBVacc) and Hepatitis B Immune Globulin (HBIG) as indicated below.

To minimize the infant's risk of perinatal HBV infection, it is **essential** that the infant receive the appropriate number of HepBVacc as soon as indicated. Then, postvaccination serology must be done to see if the vaccination was successful or not in preventing HBV infection.

- **As you vaccinate and obtain serology, please send these results to us at the County Health Department.** Contact us with any questions you may have. (See below for contact information)

Infant's Name: \_\_\_\_\_ Birth weight: \_\_\_\_\_ kg/lb.  
(circle)

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time of birth: \_\_\_\_\_ am/pm  
(circle)

Mother's name \_\_\_\_\_

**Birth Hepatitis B Vaccine and Hepatitis B Immune Globulin (HBIG)**

Birth Hepatitis B Vaccine: \_\_\_\_/\_\_\_\_/\_\_\_\_ @ \_\_\_\_\_ Birth HBIG given: \_\_\_\_/\_\_\_\_/\_\_\_\_ @ \_\_\_\_\_  
(date) (time am/pm) (date) (time am/pm)  
(circle) (circle)

**Dates of Infant's Hepatitis B Vaccination**

(Hepatitis B vaccine #1 is the same as the birth hepatitis B vaccine dose, unless birth weight was < 2 kg/4.4 lb. If birth weight was < 2kg, the birth dose of vaccine is disregarded in counting the total number of doses needed).

Hepatitis B #1: \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) Engerix\_\_\_\_ Recombivax\_\_\_\_ Pediarix\_\_\_\_ Comvax\_\_\_\_ Unknown brand\_\_\_\_

Hepatitis B #2: \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) Engerix\_\_\_\_ Recombivax\_\_\_\_ Pediarix\_\_\_\_ Comvax\_\_\_\_ Unknown brand\_\_\_\_

Hepatitis B #3: \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) Engerix\_\_\_\_ Recombivax\_\_\_\_ Pediarix\_\_\_\_ Comvax\_\_\_\_ Unknown brand\_\_\_\_

Hepatitis B #4\*: \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) Engerix\_\_\_\_ Recombivax\_\_\_\_ Pediarix\_\_\_\_ Comvax\_\_\_\_ Unknown brand\_\_\_\_

\*Engerix® and Recombivax® are single antigen vaccines.

Pediarix® and Comvax® are combination vaccines.

Four hepatitis B vaccine doses are needed when combination vaccines are used.

**Postvaccination serology**

Order hepatitis B serology **3 months** after the final HepBVacc dose. Serology should be scheduled at 9 months old (if Engerix®, Recombivax®, or Pediarix® are used and the final vaccine dose is given at 6 months old), or at 15-18 months old (if Comvax® is used and the final dose is given at 12-15 months).

**Hepatitis B surface antigen (HBsAg)**

Test date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Result<sup>†</sup>: \_\_\_\_ Positive \_\_\_\_ Negative

**Antibody to hepatitis B surface antigen (anti-HBs)**

Test date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Result<sup>†</sup>: \_\_\_\_ Positive \_\_\_\_ Negative

<sup>†</sup>Please attach a copy of the actual laboratory results.

As vaccines are given and serologies are done, please send the updated information to:

\_\_\_\_\_  
COUNTY HEALTH DEPARTMENT, PERINATAL HEPATITIS B PREVENTION PROGRAM  
(Add address, telephone number, and fax)

County \_\_\_\_\_  
Date \_\_\_\_\_

(Please highlight, bold, or circle NEW activities). FAX or mail to Arizona Department of Health Services, 150 N. 18<sup>th</sup> Ave, Suite 120, Phoenix, AZ 85007-3233, Telephone (602) 364-3630, FAX (602) 364-3274.

[illegible]

\*Type of vaccine: R=Recombinant, E=Engerix-B, P=Pediarix, C=Comvax, UNK=Unknown  
 \*\*Relation: M=Mother, I=Infant, HHC= Household contact, sexual contact, needle-sharing contact, or other biologic child of HBsAg-POSITIVE mother  
 ‡ Indicate NG=Not Given, UNK=Unknown if given, or provide date [and time if infant]

**F/U=**Final Dispositions (Any that apply): **I=**Inmate/Case closed, **RS=**Refused Screening, **RV=**Refused Vaccine, **D=**Death **L=**Lost to follow up, **MS=**Moved out of state, **MC=**Moved out of country  
**relat10n**, **M=**mother, **relatC=**household contact, or other biologic child of **HBSAg+POSITIVE** mother  
**Prenatal Activities:** Mother interview and education, identification of HHCs, document previous services, document refusal of services

Prenatal Activities: Mother interview and education, identification of HHCs, initiate testing/immunization of HHCs, document previous services, document refusal of services  
 Postnatal Activities: Document infant birth & treatment; name of well child provider; doses #2 & #3 (also #4 if combination vaccines); postvaccination serology date/results; document if refusal  
 Additional Comments:



## **CHAPTER 9**

### **ARIZONA DEPARTMENT OF HEALTH SERVICES' RESPONSIBILITIES FOR THE ARIZONA PERINATAL HEPATITIS B PREVENTION PROGRAM**

The Arizona Immunization Program Office (AIPO) of the Arizona Department of Health Services (ADHS) is responsible to implement Arizona's Perinatal Hepatitis B Prevention Program which supports appropriate policies, procedures, laws, regulations, and case management in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC) to prevent transmission of maternal hepatitis B virus (HBV) infection to their newborn infants. AIPO works with ADHS' Office of Infectious Disease Services (OIDS) regarding program issues that involve HBV surveillance and HBV serologic testing.

#### **Goals of the Arizona Perinatal Hepatitis B Vaccine Prevention Program**

1. Identify hepatitis B surface antigen (HBsAg)-POSITIVE pregnant women and prevent transmission of HBV to their newborn infants.
2. Evaluate the household contacts, sexual contacts, and/or needle-sharing contacts of HBsAg-POSITIVE pregnant women for HBV and give HepBVacc to susceptible contacts.
3. Promote policies and procedures to ensure identification of HBsAg-POSITIVE pregnant women, and timely interventions and case management for the infant and other contacts.
4. Provide education about perinatal HBV prevention to county health departments (CHDs), health care providers, patients, and the community.
5. Promote universal infant hepatitis B vaccination.

#### **Objectives of the Arizona Perinatal Hepatitis B Vaccine Program**

AIPO's responsibilities for the Arizona Perinatal Hepatitis B Prevention Program involve:

1. Promote the testing of all pregnant women for HBsAg during each pregnancy.
2. Require doctors and laboratories to report all positive HBsAg serology results to their CHDs.
3. Contract with CHDs for prenatal and postnatal hepatitis B case management services..
4. Educate and support CHDs in the case management of HBsAg-POSITIVE pregnant women, their newborn infants, and their household, sexual, and/or needle-sharing contacts.
5. Educate and support obstetrical health care providers, hospitals, and pediatric health care providers about their responsibilities to prevent perinatal HBV infection.
6. Identify which HBsAg-POSITIVE women ages 12-50 years are pregnant using HBV surveillance data provided by OIDS, identifying the expected dates of the delivery of these HBsAg-POSITIVE women, and providing this information to the CHDs.
7. Inform OIDS if AIPO becomes aware of discrepant HBsAg test results involving pregnant women, infants, or contacts.
8. Provide HepBVacc and Hepatitis B Immune Globulin (HBIG) to hospitals for infants born to HBsAg-POSITIVE women as well as providing a birth dose of HepBVacc for all infants. However, in 2013 AIPO may need to change this policy to limit funding for HepBVacc and HBIG to only Vaccine for Children (VFC)-eligible children. AIPO will stay in contact with hospitals regarding any policy change.
9. Ensure that infants born to HBsAg-POSITIVE women receive HepBVacc and HBIG within 12 hours of delivery.

10. Ensure infants born to women of UNKNOWN HBsAg status receive HepBVacc within 12 hours of delivery, with rapid testing of the mother for HBsAg so that HBIG can be given to the infant within 12 hours of birth, if the mother is HBsAg-POSITIVE.
11. Promote the implementation of hospital policies that support all infants receiving HepBVacc before discharge from the hospital, including infants born to HBsAg-NEGATIVE mothers.
12. Promote HepBVacc of all infants in the community.
13. Ensure that infants born to HBsAg-POSITIVE women who have received HepBVacc and HBIG then subsequently receive the remaining HepBVacc as soon as recommended.
14. Ensure that infants born to HBsAg-POSITIVE women are tested for **both HBsAg and antibody to HBsAg** (anti-HBs) by 9 months of age (or 15-18 months if Comvax® is used for vaccination).
15. Review delivery hospitals patient records to assess hospital compliance with the CDC recommendations for the identification of HBsAg-POSITIVE pregnant women and appropriate use of HepBVacc and HBIG in their newborn infants.
16. Compile and evaluate program performance measures, providing the results to the CDC, and sharing the results with the CHDs.
17. Consult with CDC on the expected number of HBsAg-POSITIVE women in Arizona.
18. Maintain an up-to-date Perinatal Hepatitis B Prevention Program Manual.

#### **Components of AIPO Perinatal Hepatitis B Prevention Program**

1. Identify HBsAg-POSITIVE pregnant women
  - A. ADHS uses an electronic reporting and surveillance system for reporting of communicable diseases in Arizona. The system is known as MEDSIS (Medical Electronic Disease Surveillance Intelligence System). <http://www.azdhs.gov/medsis>
  - B. ADHS receives HBsAg-POSITIVE reports from the CHDs, laboratories, and health care providers by means of MEDSIS, by hard copy fax results, or by mail.
  - C. OIDS provides AIPO with the list of HBsAg-POSITIVE women who are between the ages of 12-50 years old so that AIPO can determine which are pregnant.
  - D. AIPO informs OIDS if it becomes aware of discrepant HBsAg test results involving pregnant women.
2. Provide HepBVacc and HBIG to delivery hospitals
  - A. AIPO provides HepBVacc and HBIG to all delivery hospitals who participate in the Vaccines for Children's Program (VFC) for all infants born to a HBsAg-POSITIVE woman or to a woman with UNKNOWN HBsAg status.
  - B. AIPO provides HepBVacc to all delivery hospitals who participate in VFC for all infants, free of charge.
  - C. However, in 2013 AIPO may need to change this policy to limit funding for HepBVacc and HBIG to only Vaccine for Children (VFC)-eligible children. AIPO will stay in contact with hospitals regarding any policy change.

3. Notify County Health Departments of HBsAg-POSITIVE pregnant women
  - A. AIPO determines which HBsAg-POSITIVE women are pregnant and obtains demographic information including the expected delivery date.
  - B. AIPO fills out the maternal information part of the Worksheet for Perinatal Hepatitis B Case Management Report, and sends this to the appropriate CHD.
4. Educate Obstetrical Providers to Ensure Proper Infant HepBVacc and HBIG Receipt
  - A. AIPO sends a letter and a “New Mother Packet” to each obstetrical health care provider of a HBsAg-POSITIVE pregnant woman four to six weeks before her expected due date, giving guidance based on the CDC perinatal hepatitis B prevention recommendations.
  - B. The “New Mother Packet” from AIPO contains education and guidance for both the provider and the pregnant woman about HBV and the need to have the newborn infant receive HepBVacc and HBIG within 12 hours after birth.
  - C. AIPO provides checklists that obstetrical health care providers may wish to use to help them and their staff in carrying out CDC recommendations to prevent perinatal HBV infections. See Chapter 5: Obstetrical Health Care Providers’ Responsibilities for Maternal Hepatitis B Virus Infection Screening, Reporting, and Interventions.
5. Educate Hospitals of Proper HepBVacc Birth Dose and HBIG Receipt
  - A. AIPO provides hospitals with guidance and educational materials to help them fully implement CDC recommendations for preventing perinatal HBV infection.
  - B. AIPO provides checklists that hospitals may wish to use to help them and their staff in carrying out CDC recommendations to prevent perinatal HBV infections. See Chapter 6: Hospital Responsibilities for Perinatal HBV Infection Prevention.
  - C. AIPO performs hospital record reviews and hospital surveys every 3 years to assess hospital compliance with CDC perinatal HBV prevention recommendations.  
<http://www.cdc.gov/hepatitis/Partners/PeriHepBCoord.htm>
    - a. Proper receipt of HepBVacc and HBIG is evaluated using the CDC’s “Medical Record—Abstraction Form.”
    - b. The status of policies and procedures to prevent perinatal hepatitis B infection in the hospitals is evaluated by using CDC’s “Perinatal Hepatitis B Hospital Policy and Practices Survey” as found at  
<http://www.cdc.gov/hepatitis/Partners/DOCs/PerinatalHepBPolicySurvey12-30-08.doc>.
6. Educate Pediatric Health Care Providers of Proper Administration of HepBVacc and HBIG
  - A. AIPO provides pediatric health care providers with guidance for both in hospital care and outpatient management of infants born to women who are HBsAg-POSITIVE in order to help the providers carry out CDC recommendations for preventing perinatal HBV infections.
  - B. AIPO educates pediatric health care providers about the importance of timely receipt of HepBVacc and HBIG within 12 hours of birth, how to properly complete the HepBVacc

series, and how to perform HBV serologic testing to determine if the child is infected with HBV or immune to HBV.

- C. AIPO provides checklists that pediatric health care providers may choose to use to help them and their staff to carry out the CDC recommendations to prevent perinatal HBV infection. See Chapter 7: Pediatric Health Care Providers' Responsibilities for Perinatal Hepatitis B Virus Infection Prevention. AIPO obtains contact information from the CHDs for the outpatient pediatric health care provider of the infant born to an HBsAg-POSITIVE woman. AIPO then sends the pediatric health care provider a letter explaining that the infant was born to a HBsAg-POSITIVE woman, outlining the needed HepBVacc and HBV serologic testing, and requesting that the provider coordinate vaccination and serologic testing with their CHDs.

7. Support County Health Department Case Management.

- A. ADHS contracts with Arizona CHDs to conduct prenatal and postnatal case management to prevent perinatal HBV infection, and to investigate and offer HepBVacc for close contacts of the HBsAg-POSITIVE pregnant woman.
- B. AIPO educates and supports CHDs in performing perinatal hepatitis B case management.
- C. AIPO maintains an Arizona Perinatal Hepatitis B Prevention Program manual to assist in perinatal hepatitis B case management.
- D. AIPO informs the CHDs of results of hospital evaluations, surveys, and data collection for their respective counties.
- E. AIPO provides yearly reports to the CHDs regarding the Arizona Perinatal Hepatitis B Prevention Program.
- F. AIPO sends a CDC Perinatal Hepatitis B Prevention Program Case Transfer form to the new jurisdiction for any HBsAg-POSITIVE pregnant woman, an exposed infant, or a contact that is moving or has moved to a new jurisdiction.  
[http://www.cdc.gov/hepatitis/Partners/Perinatal/docs/CDC\\_Case\\_Transfer\\_Form.doc](http://www.cdc.gov/hepatitis/Partners/Perinatal/docs/CDC_Case_Transfer_Form.doc)

8. Maintain a Statewide Immunization Reporting System

- A. AIPO maintains a statewide electronic immunization registry called the Arizona State Immunization Information System (ASIIS). <http://www.azdhs.gov/phs/asiis>.
- B. ASIIS was authorized by Arizona Revised Statute 36-135 and requires health care providers who give immunizations to children from birth to 17 years old to report the vaccines to ASIIS.  
<http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/36/00135.htm&Title=36&DocType=ARS>.
- C. AIPO links ASIIS with Arizona's program for Electronic Birth Certificates (EBC) to capture immunization-related data submitted on the EBC.

9. Evaluate Discrepant HBsAg Test Results

- A. AIPO informs OIDS if AIPO becomes aware of discrepant HBsAg test results involving pregnant women, infants, or contacts.

- B. OIDS submits a report about the discrepant HBsAg tests to the CDC using the “Evaluation of Discrepant HBsAg Test Results” form:  
[http://www.cdc.gov/hepatitis/Partners/Perinatal/docs/Discrepant\\_HBsAg\\_ProjectForm\\_9-3-09.doc](http://www.cdc.gov/hepatitis/Partners/Perinatal/docs/Discrepant_HBsAg_ProjectForm_9-3-09.doc)

#### 10. Analyze Data

- A. AIPO uses an ORACLE data base to annually track the following as recommended by the CDC (*Morbidity and Mortality Weekly Report* (MMWR), December 23, 2005, p. 16. <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>):
- 1) Number of HBsAg-POSITIVE pregnant women.
  - 2) Proportion of infants born to HBsAg-POSITIVE women receiving HepBVacc and HBIG within 12 hours of birth (Full term defined as weighing  $\geq 2,000$ g or 4.4 pounds).
  - 3) Proportion of preterm infants (Preterm defined as  $< 2,000$  g or 4.4 pounds) born to mothers with UNKNOWN HBsAg status who received HepBVacc and HBIG within 12 hours of birth.
  - 4) Proportion of infants born to HBsAg-POSITIVE women receiving 3<sup>rd</sup> vaccine dose by 6-8 months (if monovalent vaccines are given), 4<sup>th</sup> vaccine dose by 6-8 months if Pediarix<sup>®</sup> (DTaP-HBV-IPV) combination vaccines are used, or 4<sup>th</sup> vaccine dose by 15 months if Comvax<sup>®</sup> combination vaccines are used.
  - 5) Proportion of infants born to HBsAg-POSITIVE women receiving post vaccination serologic testing for HBsAg and anti-HBsAg.
  - 6) Number of delivering women with UNKNOWN HBsAg status.
- B. AIPO annually determines the reasons for the following, as recommended by the CDC (MMWR, December 23, 2005, p. 16, <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>):
- 1)  $>10\%$  difference between expected and identified number of HBsAg-POSITIVE pregnant women.
  - 2)  $<90\%$  completion rates for HBIG and HepBVacc within 12 hours of birth in infants born to HBsAg-POSITIVE mothers.
  - 3)  $<90\%$  completion rates for HepBVacc within 12 hours of birth in preterm infants born to mothers with UNKNOWN HBsAg status (Preterm defined as weighing  $<2,000$ g or  $< 4.4$  pounds).
  - 4)  $<90\%$  completion rates for 3<sup>rd</sup> vaccine dose by 6-8 months (if monovalent vaccines are given), 4<sup>th</sup> vaccine dose by 6-8 months if Pediarix<sup>®</sup> (DTaP-HBV-IPV) combination vaccines are used, or 4<sup>th</sup> vaccine dose by 15 months if Comvax<sup>®</sup> combination vaccines are used.
  - 5)  $<90\%$  completion rates for post vaccination serologic testing for HBsAg and anti-HBsAg.

11. AIPO completes the CDC Annual Assessment of Progress Reports.

12. OIDS reports all HBsAg-POSITIVE infants to CDC through the National Notifiable Disease Surveillance System.



**CHAPTER 10**  
**LEGAL ASPECTS**  
**OF ARIZONA PERINATAL HEPATITIS B PREVENTION PROGRAM**

The Arizona Department of Health Services (ADHS) ensures that statutes and rules are carried out regarding control and prevention of hepatitis B virus (HBV). The following list addresses HBV- related statutes and rules as they apply to the Arizona Perinatal Hepatitis B Prevention Program.

**HBV-Related Statutes and Rules**

1. ADHS is authorized by Arizona Revised Statute (ARS) 36-104 to conduct epidemiology and disease control activities.  
<http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/36/00104.htm&Title=36&DocType=ARS>
2. ARS 36-132 describes ADHS' function to collect information, educate, administer programs, and assist local health departments in controlling preventable diseases.  
<http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/36/00132.htm&Title=36&DocType=ARS>
3. ARS 36-135 established an immunization reporting system (Arizona State Immunization Information System--ASIIS) and required providers giving vaccines to children from birth through 17 years old to report the vaccines to ADHS.  
<http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/36/00135.htm&Title=36&DocType=ARS>
4. Arizona Administrative Code (AAC) R9-6-706 and 707 specify how a health care provider is to report to ASIIS when childhood immunizations are administered and who can have access to the information. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)  
Additional information on reporting to ASIIS can be obtained at by calling (602) 364-3899 or toll free at 1-877-491-5741 or at <http://www.azdhs.gov/phs/asiis>.
5. Arizona Administrative Code (AAC) R9-6-202 requires health care providers to report communicable diseases (including acute and chronic HBV infections) to the local health agency within five working days.  
The communicable disease reporting form can be obtained at <http://www.azdhs.gov/phs/oids/investigations/forms.htm> or reporting can be done through the Medical Electronic Disease Surveillance Electronic System (MEDSIS), Arizona's electronic reporting system at <http://www.azdhs.gov/medsis/faq.htm>.
6. AAC 9-6-204 requires clinical laboratory directors to report communicable diseases (including a serology result for hepatitis B surface antigen [HBsAg] that is positive) within five working days to the local health agency.  
[http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)

The ADHS Communicable Disease Weekly Laboratory Report form can be found at <http://www.azdhs.gov/phs/oids/pdf/forms/labform.pdf>

7. AAC R9-6-206 describes local health agencies' responsibilities for reporting communicable diseases (including HBV) to ADHS and to conduct an epidemiologic investigation. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)  
The ADHS forms for HBV reporting and case investigation ("Acute Hepatitis B & D Case Report" and "Chronic Hepatitis B and D Case Report") can be obtained at <http://www.azdhs.gov/phs/oids/investigations/forms.htm>, or reporting can be done through MEDSIS (Medical Electronic Disease Surveillance Intelligence System). <http://www.azdhs.gov/medsis>
8. AAC R9-6-338 describes control measures for HBV including epidemiologic investigations of cases, education and vaccination of contacts, and reporting of perinatal HBV infections. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)
9. AAC R9-6-702 lists hepatitis B vaccine as a required vaccine for child care or school entry. [http://www.azsos.gov/public\\_services/Title\\_09/9-06.htm](http://www.azsos.gov/public_services/Title_09/9-06.htm)
10. Although Arizona law does not specify that all pregnant women must be screened for HBsAg, it is important to do so. Screening all pregnant women for HBsAg represents the appropriate standard of care in the community. All serology results for HBsAg that are positive should be reported the local health agency (<http://www.azdhs.gov/diro/LHliaison/countymap.htm>).
11. The Code of Federal Regulations (CFR) Title 45, § 164.512(b)(i) allows medical information disclosures for public health activities under the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 dealing. This permits health care providers, hospitals, and laboratories to provide patient information to state and local health departments for public health purposes. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=bd5ade39ad9853c596714bb25779b358&rgn=div8&view=text&node=45:1.0.1.3.75.5.27.8&idno=45>
12. The National Childhood Vaccine Injury Act of 1986 requires that Vaccine Information Statements (VISs) be given to a child's parent or legal representative each time vaccine is given. Hepatitis B vaccine is one of the vaccinations that require a VIS. [http://www.cdc.gov/vaccinesafety/Vaccine\\_Monitoring/history.html#NCVIA](http://www.cdc.gov/vaccinesafety/Vaccine_Monitoring/history.html#NCVIA)
13. In 2009, ARS 32-1974 was amended to authorize pharmacies to give most vaccines to adults without a prescription (including hepatitis B vaccine) but pharmacists must report the vaccination to the Arizona State Immunization Information system (ASIIIS). See ARS 32-1974 at <http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/32/01974.htm&Title=32&DocType=ARS>.
14. In 2011, ARS 32-1974 was amended to allow pharmacists to give most vaccines to children 6

years and older with a prescription (including hepatitis B vaccine). See ARS 32-1974 (C) at <http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/32/01974.htm&Title=32&DocType=ARS>.

15. In 2011, ARS 32-1401 was amended to allow physicians to administer immunizations to a household member of a patient. See ARS 32-1401 (27) (ss) (vi) at <http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/32/01401.htm&Title=32&DocType=ARS>.

#### **Additional Legal Information Links**

1. Arizona Revised Statutes. <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>
2. Arizona Administrative Code. [http://www.azsos.gov/public\\_services/Table\\_of\\_Contents.htm](http://www.azsos.gov/public_services/Table_of_Contents.htm)
3. The Code of Federal Regulations CFR Title 45, § 164.512(b)(i) dealing with the HIPAA privacy rule. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=bd5ade39ad9853c596714bb25779b358&rgn=div8&view=text&node=45:1.0.1.3.75.5.27.8&idno=45>
4. CDC explanation of Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules as relating to public health activities. *Morbidity and Mortality Weekly Report* (MMWR). May 2, 2003. <http://www.cdc.gov/mmwr/pdf/wk/mmSU5201.pdf>
5. CDC Answers to Frequently Asked Questions about HIPAA and Perinatal Hepatitis B Prevention <http://www.cdc.gov/vaccines/vac-gen/laws/HIPAA/faqs-patient-recs-perinatal-hepb.htm>
6. Department of Health and Human Services letter (6/21/2005) regarding public health implications of the HIPAA privacy rule. [http://www.immunize.org/birthdose/hepb\\_hipaa.pdf](http://www.immunize.org/birthdose/hepb_hipaa.pdf)
7. Laws in the US regarding maternal hepatitis B screening and reporting. <http://www2a.cdc.gov/nip/StateVaccApp/statevaccsApp/HepatitisScreenandReport.asp>
8. Legal requirements for providing Vaccine Information Statements (VISs) to patients. <http://www.cdc.gov/vaccines/pubs/vis/vis-facts.htm>



## CHAPTER 11

### MISCELLANEOUS EDUCATIONAL DOCUMENTS FOR HEPATITIS B VIRUS (HBV) INFECTION PREVENTION

#### Core Documents for Hepatitis B Virus (HBV) and Hepatitis B Vaccine (HepBVacc)

1. Centers for Disease Control and Prevention (CDC). A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States, Part 1: Immunization of Infants, Children, and Adolescents. *Morbidity and Mortality Weekly Report* (MMWR), December 23, 2005; Vol. 54, No. RR-16. <http://www.cdc.gov/mmwr/PDF/rr/rr5416.pdf>
2. CDC. A Comprehensive Immunization Strategy to Eliminate Transmission of Hepatitis B Virus Infection in the United States, Part 2: Immunization of Adults. MMWR, December 8, 2006; Vol. 55, No. RR-16. <http://www.cdc.gov/mmwr/PDF/rr/rr5516.pdf>
3. CDC. Recommendations for Identification and Public Health Management of Persons with Chronic Hepatitis B Virus Infection. MMWR, September 19, 2008; Vol. 57, No. RR-8. <http://www.cdc.gov/mmwr/PDF/rr/rr5708.pdf>
4. CDC. *Epidemiology and Prevention of Vaccine-Preventable Diseases*, 12<sup>th</sup> edition, Chapter 9: Hepatitis B. <http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/hepb.pdf>
5. CDC. Immunization Schedules for Children, Adolescents, and Adults. <http://www.cdc.gov/vaccines/recs/schedules/default.htm>
6. Willis BC, Wortley P, Wang SA, et al. Gaps in Hospital Policies and Practices to Prevent Perinatal Transmission of Hepatitis B Virus. *Pediatrics*. April 2010. Vol. 125, No. 4: 704-711. <http://pediatrics.aappublications.org/cgi/reprint/peds.2009-1831v1>

#### Education for Health Care Professionals about HBV and HepBVacc

1. CDC. Hepatitis B Information for Health Professionals. <http://www.cdc.gov/hepatitis/ChooseB.htm>
2. IAC. Give the Birth Dose...Hepatitis B Vaccine at Birth Saves Lives. <http://www.immunize.org/catg.d/p2125.pdf>
3. IAC. What the Physician Can Do to Help the Child with Chronic Hepatitis B. <http://www.immunize.org/catg.d/p2170.pdf>
4. IAC. Hepatitis A & B Vaccines. Make Sure Your Patient Get the Correct Dose! <http://www.immunize.org/catg.d/p2081.pdf>

5. IAC. Hepatitis B Facts: Testing and Vaccination.  
<http://www.immunize.org/catg.d/p2110.pdf>

### **Standing Orders for HBV Prevention**

1. Immunization Action Coalition (IAC). Admission Orders for Labor & Delivery and Newborn Units to Prevent Hepatitis B Virus (HBV) Transmission.  
<http://www.immunize.org/catg.d/p2130.pdf>
2. IAC. Standing Orders for Administering Hepatitis B Vaccine to Children & Teens.  
<http://www.immunize.org/catg.d/p3076a.pdf>
3. IAC. Standing Orders for Administering Hepatitis B Vaccine to Adults.  
<http://www.immunize.org/catg.d/p3076.pdf>
4. IAC. Standing orders for administering vaccines. <http://www.immunize.org/standing-orders>

### **Package Inserts for Hepatitis B Vaccines**

1. Engerix-B® [http://us.gsk.com/products/assets/us\\_engerixb.pdf](http://us.gsk.com/products/assets/us_engerixb.pdf)
2. Recombivax HB®  
[http://www.merck.com/product/usa/pi\\_circulars/r/recombivax\\_hb/recombivax\\_pi.pdf](http://www.merck.com/product/usa/pi_circulars/r/recombivax_hb/recombivax_pi.pdf)
3. Pediarix® [http://us.gsk.com/products/assets/us\\_pediarix.pdf](http://us.gsk.com/products/assets/us_pediarix.pdf)
4. Comvax® [http://www.merck.com/product/usa/pi\\_circulars/c/comvax/comvax\\_pi.pdf](http://www.merck.com/product/usa/pi_circulars/c/comvax/comvax_pi.pdf)
5. Twinrix® [http://us.gsk.com/products/assets/us\\_twinrix.pdf](http://us.gsk.com/products/assets/us_twinrix.pdf)

### **Package Inserts for Hepatitis B Immune Globulin (HBIG)**

1. HepaGam B® <http://www.hepagamb.com/pdf/HepaGamBPI.pdf>
2. HyperHEP B® S/D <http://www.talecris-pi.info/inserts/hyperhepb.pdf>
3. Nabi-HB® [http://www.biotestpharma.com/clientuploads/pdfs/Nabi-HB\\_PI\\_Apr\\_2008.pdf](http://www.biotestpharma.com/clientuploads/pdfs/Nabi-HB_PI_Apr_2008.pdf)

### **Vaccine Information Statement (VIS) for HepBVacc in English and Other Languages.**

1. CDC site for VIS for hepatitis B vaccine (single antigen and combination).  
<http://www.cdc.gov/vaccines/pubs/vis/default.htm#hepa>
2. IAC site for VIS for hepatitis B vaccine. [http://www.immunize.org/vis/vis\\_hepatitis\\_b.asp](http://www.immunize.org/vis/vis_hepatitis_b.asp)

### **CDC HBV and HepBVacc Patient Education Brochures**

CDC Hepatitis B Virus patient Education Resources. Includes handouts in Burmese, Chinese, French, Hmong, Khmer, Korean, Lao, Russian, Spanish, Tagalog, and Vietnamese.  
<http://www.cdc.gov/hepatitis/B/PatientEduB.htm#->

### **Immunization Action Coalition (IAC) Resources for HBV and HepBVacc**

IAC hepatitis B website. <http://www.immunize.org/hepatitis-b>

## **IAC Patient Education about HBV and HepBVacc**

1. *Hepatitis B: Questions and Answers. Information about the disease and vaccines for patients and parents.* <http://www.immunize.org/catg.d/p4205.pdf>
2. *Questions Frequently Asked about Hepatitis B.* <http://www.immunize.org/catg.d/p4090.pdf>
3. *Preguntas frecuentes acerca de la hepatitis B* (Spanish for “Questions Frequently Asked about Hepatitis B”). <http://www.immunize.org/catg.d/p4090-01.pdf>
4. *If You Have Chronic Hepatitis B Virus (HBV) Infection....*  
<http://www.immunize.org/catg.d/p4120.pdf>
5. *Hepatitis B Shots Are Recommended for All New Babies.*
  - a. Arabic <http://www.immunize.org/catg.d/p4110-20.pdf>
  - b. Chinese <http://www.immunize.org/catg.d/p4110-08.pdf>
  - c. English <http://www.immunize.org/catg.d/p4110.pdf>
  - d. French <http://www.immunize.org/catg.d/p4110-10.pdf>
  - e. Hmong <http://www.immunize.org/catg.d/p4055-02.pdf>
  - f. Korean <http://www.immunize.org/catg.d/p4110-09.pdf>
  - g. Spanish <http://www.immunize.org/catg.d/p4110-01.pdf>
  - h. Tagalog <http://www.immunize.org/catg.d/p4055-06.pdf>
  - i. Turkish <http://www.immunize.org/catg.d/p4110-21.pdf>
  - j. Vietnamese <http://www.immunize.org/catg.d/p4110-05.pdf>

## **Additional Patient Education about HBV and HepBVacc**

Asian Liver Center at Stanford University. *Hepatitis B and Moms-to-Be.*  
<http://liver.stanford.edu/Media/publications/Pregnancy/English.pdf>

## **CHAPTER 12**

### **PUBLIC HEALTH CONTACT NUMBERS AND LINKS**

- Arizona Department of Health Services, Arizona Perinatal Hepatitis B Prevention Program. (602) 364-3630, FAX (602) 364-3285.
- Arizona Vaccine for Children (VFC) program enrollment. Call (602) 364-3642 or see [http://www.azdhs.gov/phs/immun/act\\_aipo.htm](http://www.azdhs.gov/phs/immun/act_aipo.htm).
- Arizona State Immunization Information System (ASIIS). Call (602) 364-3899 or toll free at 1-(877) 491-5741 or on line at <http://www.azdhs.gov/phs/asiis>.
- Arizona State Immunization Information System (ASIIS) website for immunization data reporting. <https://www.asiis.state.az.us>.
- Arizona Department of Health Services, Office of Infectious Disease Services for hepatitis B virus surveillance. (602) 364-4562, FAX (602) 364-3199.
- County Health Departments in Arizona. <http://www.azdhs.gov/diro/LHliaison/countymap.htm>.
- Centers for Disease Control and Prevention (CDC) Perinatal Hepatitis B Prevention Coordinators website. <http://www.cdc.gov/hepatitis/Partners/PeriHepBCoord.htm>.

## Home



Enrollment Packet -  
Enroll with the ASIIS  
program



Training - New ASIIS  
User Training modules



Technical Support is  
available, Monday -  
Friday from 8 AM to 5  
PM.



Frequently Asked  
Questions

The Arizona State Immunization Information System (ASIIS) is an immunization registry designed to capture immunization data on individuals within the state. Providers are mandated under Arizona Revised Statute (ARS) §36-135 to report all immunizations administered to children 18 years of age and younger to the state's health department. The registry serves as a receptacle for accommodating these reported data. In this capacity, the registry then provides a valuable tool for the management and reporting of immunization information to public health professionals, private and public healthcare providers, parents, guardians and other child care personnel.

## Philosophy

To provide a system for the electronic capture, secure storage and confidential management of immunization data and information. To operate a system, which conforms to the minimum standards, established for registries, as recommended by the Center for Disease Control and Prevention (CDC). The data captured and stored will include all National Vaccine Advisory Committee (NVAC) approved core data elements and will enable authorized providers to retrieve and remit immunization data. The system will serve as a tool to assist public and private healthcare professionals, parents, guardians, schools and childcare personnel to effectively manage the immunization of children within the state.

Under Arizona Revised Statute (ARS) §36-135 and Arizona Administrative Code (AAC) R9-6-706 and 707, children 18 years of age and younger are required to receive certain vaccines to enter childcare facilities and/or schools, and all healthcare professionals administering immunizations to children must report those immunization to the registry.

## Goals and Objectives

- To capture 100% of the vaccinations provided to children within the State.
- To promote efforts to ensure that 95% of all children within the state who are under six years of age are participating in the registry and have at least one immunization event on record.

- To provide all registered ASIIS providers with access to data stored in the registry, thus allowing them to query the registry for current and historical patient immunization records.
- To maintain the confidentiality of all patient information received in the registry.
- To ensure that healthcare professionals administering immunizations are reporting to the ASIIS registry in a regular and timely manner.
- To maintain the security of patient information stored in the registry.
- To provide a means for improved monitoring of immunization levels.

**ARF-4663**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Samantha Jerome, Nutrition Manager

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2017 Budgeted?: Yes

Contract Dates 10/01/17 to 3/31/18 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

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Information

Request/Subject

Approval of an Intergovernmental Agreement with the Arizona Department of Economic Security to continue the Commodity Supplemental Foods Program (CSFP) for six months.

Background Information

The Board of Supervisors originally adopted an Intergovernmental Agreement (IGA) with the Arizona Department of Health Services on October 18, 2011. In October 2017, the CSFP was transferred to the Department of Economic Security (DES) and Gila County WIC (Women, Infants and Children) was asked to continue to provide services to approximately 200 low-income individuals, mostly seniors, with a box of commodities each month that provides vital nutrients that participants might not otherwise receive for approximately six months. This extension of services is to give DES adequate time to take over the program without delaying services to the clients.

Evaluation

This contract replaces the previous contract to continue CSFP services. CSFP funding will remain the same at \$2,724.00 for six months only.

Conclusion

This IGA provides funding of \$2,724 for the continuation of the CSFP from October 1, 2017, to March 31, 2018.

Recommendation

The Health & Emergency Management Division Director recommends that the Board of Supervisors approve this IGA between the DES and Gila County Health & Emergency Management to continue CSFP services to the residents of Gila County. The contract has been issued from the Arizona Department of Economic Security from October 1, 2017 through March 31, 2018 for \$2724.00.

Suggested Motion

Approval of an Intergovernmental Agreement between Gila County Health and Emergency Management and the Arizona Department of Economic Security for the Commodity Supplemental Foods Program for the period of October 1, 2017, through March 31, 2018.

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Attachments

Contract

Budget

Policies and Procedures

Rights and Obligations

Narrative Report

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**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Agreement between the Arizona Department of Economic Security ("ADES") and Gila County Health Department ("Contractor").**

**WHEREAS** ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Contractor is duly authorized to execute and administer contracts under                     A.R.S. 11-201                     and,

ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on October 1, 2017 and shall end on March 31, 2018, unless otherwise amended.

**THEREFORE**, ADES and Contractor (each, a "Party" or collectively the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

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**BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.**

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**FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:**

**FOR AND ON BEHALF OF THE GILA COUNTY  
HEALTH DEPARTMENT:**

Procurement Officer Signature	Signature
Printed Name	Tommie Martin Printed Name
Title	Chairman, Board of Supervisors Title
Date	Date
ADES Contract Number	Contract Number

**IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

ARIZONA ATTORNEY GENERAL'S OFFICE

By: \_\_\_\_\_  
*Assistant Attorney General*

By: \_\_\_\_\_  
*Public Agency Legal Counsel*     Jefferson R. Dalton  
Deputy County Attorney, Civil Bureau Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **1.0 ADES VISION AND MISSION STATEMENTS**

**1.1** ADES Vision: Opportunity, assistance and care for Arizonans in need

**1.2** ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

## **2.0 PURPOSE OF AGREEMENT**

**2.1** The purpose of this agreement is to maximize the coordination and provision of regional food bank warehouse operational activities for storage and distribution of Commodity Supplemental Food Program (CSFP) to serve income and age eligible individuals and Recipient Agencies.

## **3.0 DEFINITIONS**

**3.1** **Arizona Regional Food Bank Network:** a coordinated partnership of food bank warehouses, food banks, and food bank pantries that strive to meet supplemental and emergency food needs in every Arizona County for the distribution of essential food related service.

**3.2** **Automatic Eligible Program Participant:** Persons sixty (60) years of age or older, who are currently receiving SNAP/Nutrition Assistance (food stamps) and who reside in the service area of the Contractor.

**3.3** **Capacity:** the ability of a work group, program, or organization to carry out the essential services, and in particular, to provide specific services; for example, food distribution, storage, community education, or preparation of congregate meals. This ability is made possible by specific program resources and maintenance of the basic infrastructure of the organization. Having sufficient staff, training, facilities, and finances to carry out essential services.

**3.4** **Commodity Senior Food Program:** Arizona's name for the USDA Food and Nutrition Services Commodity Supplemental Food Program (CSFP) works to improve the health of low-income elderly persons at least 60 years of age by supplementing their diets with nutritious USDA Foods. Through CSFP, USDA distributes both food and administrative funds to participating States and Indian Tribal Organizations.

**3.5** **Eligible Program Participant:** Persons sixty (60) years of age or older whose household income does not exceed one hundred and thirty percent (130%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor.

**3.6** **Recipient Agencies:** Community food banks, food pantries, and senior centers.

**3.7** **Regional Food Bank:** an organization that is a "nonprofit" (per 7 U.S.C. 7501(3)) and an emergency feeding organization that provides food in bulk quantities to agencies with programs that provide food directly to recipients in a Hunger Relief Program (HRP) defined region. It has the ability to store large amounts of dry, cold, and frozen food and has the equipment necessary to support it. It may also provide food directly to eligible individuals.

**3.8** **Satellite Facility:** a food distribution site that is staffed by a Regional Food Bank and located somewhere other than at the Regional Food Bank.

**3.9** Additional definitions are available in the CSFP Policy and Procedure Manual, as may be amended, located at: <https://des.az.gov/documents-center?qt-content-tab=0>.

## **4.0 SERVICE DESCRIPTION**

**4.1** Coordination, storage, handling, and distribution of emergency food including CSFP commodities and donated produce.

## **5.0 RESPONSIBILITIES – THE CONTRACTOR SHALL:**

**5.1** Utilize backup and recovery procedures for computer systems to ensure no data is lost, and no disruption or degradation of services occurs.

**5.2** Notify Division of Aging and Adult Services (DAAS) Contract Specialist in writing within seven (7) calendar days of any changes in key staff to this IGA.

**5.3** Maintain and utilize a policy and procedure manual related to the service that includes a description of population served, how the service is delivered, inventory management, policies and practices related to Recipient Agencies, and recipient eligibility determination.

**5.4** Comply with all municipal, county, state and federal licensure and food storage requirements related to shipping and handling, food safety and methods of distribution.

- 5.5 Comply with all USDA regulations contained in 7 CFR Parts 247, 250,251,253 and 254 and all Final Rules, Instructions and Policy Memorandums for the USDA Food Distribution Programs.
- 5.6 Solicit, receive, warehouse and distribute CSFP products within the region.
- 5.7 Provide services in accordance with the Arizona State CSFP Plan, located at: <https://des.az.gov/documents-center?qt-content-tab=0>, as may be amended.
- 5.8 Provide services in accordance with the Arizona CSFP Policy and Procedure Manual, located at: <https://des.az.gov/documents-center?qt-content-tab=0>, as may be amended.
- 5.9 Identify, recruit and/or establish local community Recipient Agencies sufficient to provide CSFP distribution throughout the region.
- 5.10 Participate and facilitate communication within the Hunger Relief Network to reduce hunger throughout the state.
- 5.11 Screen program applicants to determine eligibility for program participation in accordance with procedures outlined in the Arizona CSFP State Plan and Arizona CSFP Policy and Procedure Manual.
- 5.12 Conduct public relation activities and information exchanges with Recipient Agencies, as well as organizations, businesses and individuals related to hunger issues.
- 5.13 Provide each program participant with information about available health and social services which the participant may be eligible to and make referrals as necessary.
- 5.14 Provide each program participant with one (1) nutrition education contact per six (6) month and document such action in the participant's database file.
- 5.15 Provide leadership and technical assistance to the Recipient Agencies as needed.
- 5.16 Provide training to Recipient Agency's program staff and volunteers as instructed in the CSFP Policy and Procedure Manual.
- 5.17 Collect and maintain program and participant demographic information by means of the electronic database system as outlined in the Arizona CSFP Policy and Procedure Manual.
- 5.18 Share current and essential information about various hunger-related topics with all Recipient Agencies in the region.
- 5.19 Record and track inventory received and disbursed by product type, units, and destination.
- 5.20 Maintain eligible participant files (active and inactive), ineligible participant files and reason for ineligibility and waiting lists if applicable.
- 5.21 Collect and maintain program participant demographic information and complete all data elements required by CSFP regulations.
- 5.22 Maintain office and warehouse space, including dry, refrigerated, and freezer storage to handle normal distribution and receiving needs identified for the region.
- 5.23 Utilize other tracking systems and/or software as identified by ADES.

## **6.0 Performance Measure**

- 6.1 At least 98% of caseload participation will be met monthly.
- 6.1.1 ADES will monitor performance by means of Monthly Narrative Reports submitted by the Contractor in accordance with section 10.1.3 below.

## **6.0 EXTENSION**

- 6.1 This agreement may be extended through a written amendment by mutual agreement of the parties.
- 6.2 Pursuant to 7 C.F.R. 251.2(c)(2), this contract is considered permanent.

## **7.0 TERMINATION**

- 7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 7.2 Each party shall have the right to terminate this agreement with written notice of termination at least thirty (30) days prior to the effective date of said termination.

## **8.0 AMENDMENTS**

- 8.1 This Agreement may be amended at any time by mutual written agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

- 8.2** Either Party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
- 8.2.1 Change of telephone number;
  - 8.2.2 Change in authorized signatory; and/or
  - 8.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.0 MANNER OF FINANCING**
- 9.1** It is estimated that \$2,724.00 will be available for the first contract period (October 1, 2017 – March 31, 2018)
- 9.1 Contractor shall be reimbursed actual expenses on a Fixed Price with Price Adjustment basis within the contract reimbursement ceiling.
- 10.0 REPORTING REQUIREMENTS**
- 10.1** Submit the following items electronically to: [coordinatedhungerreliefprogram@azdes.gov](mailto:coordinatedhungerreliefprogram@azdes.gov) or as directed in writing by the Hunger Relief Program Administrator.
- 10.1.1 Monthly FNS 153, as may be amended, is located at: <https://des.az.gov/documents-center?qt-content-tab=0>.
  - 10.1.2 A Quarterly Recipient Agency List (Exhibit A), as may be amended, due in October, and January.
  - 10.1.3 Monthly Narrative Report (Exhibit B) to include progress towards performance measure as outlined in Section 6.0.
- 11.0 PAYMENT REQUIREMENTS**
- 11.1** Invoices and supporting documentation shall be submitted by the 15<sup>th</sup> day of the month following the month services were provided.
- 12.0 NOTICES**
- 12.1** All notices to the Contractor regarding this agreement shall be sent to the following address:  
Gila County Health Department  
WIC Director  
5515 S. Apache Ave, Suite 700  
Globe, Arizona 85501
- 12.2** All notices to ADES regarding this agreement shall be sent to the following address:  
Department of Economic Security  
DAAS Contracts Unit – Mail Drop 6271  
P.O. Box 6123  
Phoenix, AZ 85005
- 13.0 DISPOSITION OF PROPERTY**
- 13.1** Upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.
- 14.0 OTHER MATTERS**
- 14.1** None
- 15.0 APPLICABLE LAW**
- 15.1** This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 16.0 ARBITRATION**
- 16.1** The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.
- 17.0 AUDIT**
- 17.1** In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five (5) years after the completion of the Agreement except if subject to Health Insurance Portability &

Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**18.0 CONFLICT OF INTEREST**

**18.1** This contract is terminable for conflict of interest under A.R.S. § 38-511.

**19.0 E-VERIFY**

**19.1** In accordance with A.R.S. § 41-4401, Each Party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**19.2** 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). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

**20.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

**20.1** By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

**20.2** The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**21.0 INDEMNIFICATION:**

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, ADES is self-insured per A.R.S. 41-621.

In addition, should Gila County Health Department utilize a contractor(s) and subcontractor(s) the indemnification clause between Gila County Health Department and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Gila County Health Department and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the

failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

**21.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO ANIGA**

- None

**21.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or 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 and the governmental entity are free to purchase additional insurance.

**21.3 MINIMUM SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage with limits of liability not less than those stated below.

**21.3.1 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 |
| • Damage to Rented Premises                 | \$ 50,000   |
| • Each Occurrence                           | \$1,000,000 |

- The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

**21.4 BUSINESS AUTOMOBILE LIABILITY**

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

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

- Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

#### 21.4.1 Workers' Compensation and Employers' Liability

<input type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employers' Liability	
<input type="checkbox"/> Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

- c. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- d. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

#### 21.5 ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 21.5.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary 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).
- 21.5.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

#### 21.6 NOTICE OF CANCELLATION

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

#### 21.7 ACCEPTABILITY OF INSURERS

Contractor's 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.

#### 21.8 VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 21.8.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 21.8.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 21.8.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

#### 21.9 SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**21.10 APPROVAL AND MODIFICATIONS**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment, but may be made by administrative action.

**21.11 EXCEPTIONS**

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**22.0 IT 508 COMPLIANCE**

**22.1** Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**23.0 NON-AVAILABILITY OF FUNDS**

**23.1** In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**24.0 NON-DISCRIMINATION**

**24.1** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

**25.1** 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 the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

**26.0 PARTICIPATION IN BOYCOTT OF ISRAEL**

**26.1** Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

**27.0 RIGHT OF OFFSET**

**27.1** ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**28.0 THIRD- PARTY ANTITRUST VIOLATIONS**

**28.1** The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.



**29.0 ATTACHMENTS**

**29.1** The following list of attachments constitutes an integral part of subject agreement:

29.1.1 Attachment A – Itemized Service Budget

**30.0 EXHIBITS**

**30.1** The following list of exhibits constitutes an integral part of subject agreement:

30.1.1 Exhibit A - Quarterly Recipient Agency List

30.1.2 Exhibit B - Monthly Narrative Report

**31.0 DATA SHARING AGREEMENT**

**31.1** When determined by ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete ADES Data Sharing Request Agreement and submit the completed Agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:**   Commodity Supplemental Food Program  
**Contract Period:** 10/1/2017 - 03/31/2018

**NAME:** Agency Name

1.       **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	% Allocated Service *A + D = Total	TOTAL SERVICE COST	ADES COST
4	1.00	Community Health Sp	\$62,100	00% + 01% = 01%	\$621	
	1.00			20% + 40% = 60%	\$0	
	1.00			10% + 33% = 43%	\$0	
	1.00			0% + 30% = 30%	\$0	
	1.00			0% + 30% = 30%	\$0	
	1.00			0% + 20% = 20%	\$0	
	1.00			0% + 40% = 40%	\$0	
<b>TOTAL PERSONNEL</b>				<b>TOTAL:</b>	<b>\$621</b>	<b>\$0</b>

\*A = % Administrative Functions                      D = % Direct Service Functions

2.       **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	ADES COST
ERE		\$278	

**TOTAL EMPLOYEE RELATED EXPENSES                      TOTAL:                      \$278                      \$0**

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	ADES COST
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<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>	<b>TOTAL:</b>	<b>\$0</b>	<b>\$0</b>
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4. **TRAVEL**

ITEM	BASIS	TOTAL COST	ADES COST
Employee Travel		\$500	
Fleet		\$100	

<b>TOTAL TRAVEL</b>	<b>TOTAL:</b>	<b>\$600</b>	<b>\$0</b>
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5. **SPACE**

ITEM	BASIS	TOTAL COST	ADES COST
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<b>TOTAL SPACE</b>	<b>TOTAL:</b>	<b>\$0</b>	<b>\$0</b>
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6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	ADES COST
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<b>TOTAL EQUIPMENT</b>	<b>TOTAL:</b>	<b>\$0</b>	<b>\$0</b>
------------------------	---------------	------------	------------

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	ADES COST
Office Supplies		\$250	

DE71039-001  
Amendment # 6

SFY09 12/01/08

Attachment B

TOTAL MATERIALS AND SUPPLIES	TOTAL:	\$250	\$0
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8. **OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	ADES COST
Postage		\$25	
Printing		\$825	
Copier Maintenance		\$125	

<b>TOTAL OPERATING EXPENSES</b>	<b>TOTAL:</b>	<b>\$975</b>	<b>\$0</b>
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9 **INDIRECT COSTS**

ITEM	BASIS	TOTAL COST	ADES COST
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<b>TOTAL INDIRECT COSTS</b>	<b>TOTAL:</b>	<b>\$0</b>	<b>\$0</b>
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<b>10</b>	<b>SUBTOTAL ADMIN COST</b>	<b>\$2,724</b>	<b>\$0</b>
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<b>12.</b>	<b>TOTAL SERVICE COST/ADES TOTAL COST:</b>	<b>\$2,724</b>	<b>\$0</b>
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**REVENUE SOURCES:**  
DES (proposed)

**TOTAL REVENUE:** \_\_\_\_\_

**Exhibit B**

**Gila County Monthly Narrative Report  
CSFP**

<b>Regional Food Bank</b>	
<b>Reporting Month</b>	

<b>Monthly Participant Caseload Allocation</b>	
<b>Monthly Cumulative Participation</b>	

<b>Monthly % of Participant Caseload Goal</b>	<b>98%</b>
<b>Actual Monthly % of Participant Caseload</b>	

**Activities:**

- 1. What types of activities were done to ensure goal was met or what will you do to meet the goal - if goal was not met?**
- 2. What activity do you attribute your success at meeting the goal?**

**ARF-4691**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant

Department: Elections Department

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Information

Request/Subject

Acknowledgement of Certification of the canvass of the November 7, 2017 Hellsgate Special Election.

Background Information

The Hellsgate Fire District Governing Board called for a Special Election to held November 7, 2017, in order to seek voter approval for a tax rate increase. In accordance with Arizona Revised Statute §16-642 (B), the governing board of the Hellsgate Fire District has submitted a certification of the returns for the canvass of the Special Election held on November 7, 2017.

Evaluation

On December 13, 2017, the governing board of the Hellsgate Fire District canvassed the results of the November 7, 2017 Special Election. In accordance with Arizona Revised Statute §16-642 (B) they have submitted a letter of certification to the Board of Supervisors.

Conclusion

The Hellsgate Fire District Governing Board has submitted a letter of certification in compliance with Arizona Revised Statute §16-642 (B) for acknowledgement by the Board of Supervisors.

Recommendation

The Gila County Elections Director recommends that the Gila County Board of Supervisors acknowledge the letter of certification, for the November 7, 2017 Special Election, as submitted by the Hellsgate Fire District Governing Board.

Suggested Motion

Acknowledgement of the letter of certification for the November 7, 2017  
Special Election as submitted by the Hellsgate Fire District Governing  
Board.

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Attachments

Hellsgate Fire District Letter Certifying Election Results

Hellsgate Fire District 11-7-17 Election Results

Arizona Revised Statute 16-462

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December 13<sup>th</sup>, 2017

Gila County Board of Supervisors  
1400 East Ash Street  
Globe, AZ 85501

Dear Supervisors:

I, the undersigned, being the Chairman of the Hellsgate Fire District Governing Board do hereby certify that on 13<sup>th</sup> day of December 2017, the Hellsgate Fire District Governing Board did canvass the returns of the November 7<sup>th</sup>, 2017 Special Election held within Gila County, Arizona and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature at Star Valley, Arizona, on this 13<sup>th</sup> day of December 2017.

Hellsgate Fire District Governing Board

  
\_\_\_\_\_  
(Name of Chairman), Chairman

Attest:

  
\_\_\_\_\_  
(Name of Clerk), Title

## SUMMARY REPORT

HellsGate Fire District  
Special Election  
November 7, 2017

UNOFFICIAL RESULTS

Run Date:11/08/17 09:20 AM

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	0	
REGISTERED VOTERS - TOTAL	1,677	
BALLOTS CAST - TOTAL	683	
BALLOTS CAST - BLANK	0	
VOTER TURNOUT - TOTAL		40.73
VOTER TURNOUT - BLANK		

## Question

(VOTE FOR) 1

YES	336	49.19
NO.	347	50.81

16-642. Canvass of election; postponements

- A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.
- B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.
- C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

**ARF-4717**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 01/23/2018

**Reporting Period:** January 9, 2018 Meeting Notes

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

January 9, 2018, Board of Supervisors' Meeting Minutes.

**Suggested Motion**

Approval of the January 9, 2018, Board of Supervisors' meeting minutes.

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**Attachments**

01-09-18 Meeting Notes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: January 9, 2018

**TOMMIE C. MARTIN**  
Chairman

**MARIAN SHEPPARD**  
Clerk of the Board

**TIM R. HUMPHREY**  
Vice-Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; W. James Menlove, County Manager (via ITV); Jacque Sanders, Assistant County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

Chairman Martin called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jacque Sanders led the Pledge of Allegiance and Pastor Mason D. Cassons of the Church of the Nazarene in Globe delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of three employees for January's "Spotlight on Employees" Program, as follows: Anna Rippy, Kimberly Rust and John Gonzales.**

Erica Raymond, Human Resources Assistant Senior, presented this agenda item and she proceeded to read aloud a nomination letter for Anna Rippy. Ms. Rippy works at the Payson Regional Justice of the Peace's Office and she has been employed with Gila County for 2½ years. She read aloud a nomination letter for Kimberly Rust of the Globe Regional Constable's Office. Ms. Rust has been employed with Gila County for 12 years. Ms. Raymond requested to present an award to John Gonzales at a future Board meeting as Mr. Gonzales was unable to attend the meeting, to which the Board agreed. At the conclusion of the presentation, each Supervisor thanked and complimented the efforts of these employees.

### **Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Ordinance No. 2018-01 which repeals Ordinance No. 05-01-Hearing Officer Rules of Procedure; and allows the Gila County Board of Supervisors to hire independent contractors as hearing officers and establish separate hearing officer rules of procedures for animal control, bear contact, barking dogs, building and zoning, flood control districts, onsite wastewater, and public health nuisance programs.**

Michael O'Driscoll, Health and Emergency Management Division Director, advised that he and Scott Buzan, Community Development Division Director, have been working with Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, for quite some time on this proposed ordinance. He requested that the Board table any action on this item as Mr. Dalton needs additional time to review the various rules of procedure. Since this public notice has been published in the newspaper, Mr. O'Driscoll asked the Board to proceed with the public hearing. Chairman Martin opened the public hearing; there were no comments, so she closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously tabled agenda item 3A to a future Board meeting.

### **Item 4 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve the submittal of the Gila County Superior Court's "Fill the Gap" application in the amount of \$3,750 to the Court Services Division, Administrative Office of the Courts, to assist Gila County courts prepare for a new document imaging case management system.**

Jonathan Bearup, Superior Court Administrator, advised that the Administrative Office of the Courts will upgrade the current case management system employed in Limited Jurisdiction Courts (Justice of the Peace, Magistrate, and Municipal courts) from "AZTEC" (Arizona (AZ) Transaction & Electronic Case Management System) to a new system called "AJACS" (Arizona Judicial Automated Case System) This substantial change will affect all Gila County Limited Jurisdiction Courts: Globe Regional Justice Court; Miami Magistrate Court; Winkelman Magistrate Court; Hayden Magistrate Court; Payson Justice Court; Payson Municipal Court; and Star Valley Magistrate Court. He explained that the new system, AJACS, varies from previous case management systems in that it is not merely a case database, but also a document imaging application. In short, all pleadings, motions, and other materials constituting the case record will be "scanned in" and available for instant digital viewing and/or retrieval. The conversion of existing, open case files to a digital format will require that each Limited Jurisdiction Court

implement scanning processes; the AOC offers a program for that very purpose: "Disconnected Scanning. The only cost associated with the "Disconnected Scanning Program" is the annual \$750 device fee for each scanner system. As some courts are consolidated into one office, the total number of scanners needed will be five (5) for a total annual cost of \$3,750 and that is the amount requested in the "State Fill the Gap" application before the Board. This is year four for this program in Gila. To date, over twenty (20) clerks have been trained and the above-referenced courts have been scanning for over three years. Some courts are advancing towards paperless business processes. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved the submittal of the Gila County Superior Court's "Fill the Gap" application in the amount of \$3,750 to the Court Services Division, Administrative Office of the Courts.

**B. Information/Discussion/Action to authorize the Chairman's signature on a Customer Purchase Agreement in the amount of \$106,654.32 between Gila County and Empire CAT for the purchase of one 2017 D5K2 CAT Track Dozer.**

Steve Sanders, Public Works Division Director, advised that the County disposed of an older and worn-out dozer and this request is to purchase a newer 2017 D5K2 CAT Track Dozer. Mr. Sanders stated that the dozer is needed to plow snow on County roads when a blade can't do the job. This dozer is small enough that it can be placed on a trailer and pulled to any area of the County by a dump truck. Vice-Chairman Humphrey stated, "It's a great decision to work smarter, not harder and I think we will get a lot more use out of it." Both Supervisors Cline and Martin agreed. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously authorized the Chairman's signature on a Customer Purchase Agreement in the amount of \$106,654.32 between Gila County and Empire CAT for the purchase of one 2017 D5K2 CAT Track Dozer.

**C. Information/Discussion/Action to review all bids submitted for Call for Bids No. 112017 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2018; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for award.**

Amber Warden, Interim Finance Director, advised that the Board of Supervisors is statutorily required to enter into an annual newspaper contract. On November 20, 2017, Call for Bids No. 112017 was sent by certified mail to the two qualifying newspapers in Gila County; the Arizona Silver Belt and the Payson Roundup. The bid responses were opened and reviewed on December 1<sup>st</sup>. Both newspapers met all bid specifications. The Payson Roundup was the lowest bidder at a per column inch rate of \$4.50 and Ms. Warden recommended that company be awarded the contract. Upon motion by

Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously awarded a contract to the Payson Roundup newspaper for calendar year 2018 at a rate of \$4.50 per column inch for all publications.

**D. Information/Discussion/Action to approve Contract No. 304-18 between the Gila County Community Services Division, Housing Services, and the Arizona Department of Housing for HOME Investment Partnership Program Funds and State Housing Fund Funds in the amount of \$275,000 to be utilized for housing rehabilitation from January 1, 2018, to May 1, 2019.**

Malissa Buzan, Community Services Division Director, advised that the requested funding is slated to be used to rehabilitate 5 homes; however, by leveraging other dollars with this money, she is hoping to rehabilitate 7-8 homes. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Contract No. 304-18.

**E. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 102-22-008A and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.**

Marian Sheppard, Clerk of the Board, advised that the subject property is a small vacant piece of land that is located on Ice House Canyon Road in Globe. She stated that an adjoining land owner has submitted a bid for the Board's consideration which is less than the lien amount of \$479.16 with a message that the property will be cleaned up. Chairman Martin asked Ms. Sheppard to open the sealed bid, which was done. Ms. Sheppard announced that Jack Williams Jr. and Teresa A. Williams submitted a bid in the amount of \$50 for parcel number 102-22-008A. Vice-Chairman Humphrey commented that with the high number of blighted properties in the County, he is hopeful that this property will be cleaned up. Chairman Martin commented that even though the bid is less than the lien amount, it is good that the property will go back on the County's tax rolls. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously accepted a bid of \$50 for the sale of Assessor's tax parcel number 102-22-008A to Mr. and Mrs. Williams and authorized the Chairman's signature on the Quit Claim Deed.

**F. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Preliminary Proposed Land and Resource Management Plan.**

Jacque Sanders, Assistant County Manager, District Librarian, advised that Gila County is a member of the Eastern Arizona Counties Organization (EACO) along with Graham, Greenlee, Navajo and Apache Counties. She stated that Pascal Berlioux, Executive Director of EACO, has prepared a letter for the Board of Supervisors' consideration to submit to the Tonto National Forest.



Chairman Martin commented that the advantage of being a member of EACO is to have assistance from Mr. Berlioux in writing the letter and it also ensures that all involved counties are sending the Tonto National Forest a consistent message. She added that the same united approach is taken for the Apache-Sitgreaves Forest and the Coconino Forest Land and Resource Management Plans. Supervisor Cline commented that he read the letter, which is very thorough albeit long. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board authorized issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Preliminary Proposed Land and Resource Management Plan.

**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 Amendment No. 15 to an Agreement for Energy Wise Low-Income Weatherization Program Implementation between the Gila County Community Services Division and Arizona Public Service Company extending the term of the agreement to December 31, 2018, with a not to exceed amount of \$27,508 for calendar year 2018 and to make some other minor changes.**

**B. Approval of Funding Agreement No. 123-18 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant funds in the amount of \$139,112 for the period of December 15, 2017, through January 1, 2019, in order to rehabilitate at least two homes.**

**C. Approval of the reappointment of Judge Gary V. Scales as Judge *Pro Tempore* for the Superior Court in Gila County for the period of July 1, 2018, until June 30, 2019.**

**D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-21-049 to Steven L. Rodgers.**

**E. Acknowledgment of the Human Resources reports for the weeks of December 5, 2017, December 12, 2017, December 19, 2017, and December 26, 2017.**

## **DECEMBER 5, 2017**

### **DEPARTURES:**

1. Craig Humphrey – Health and Emergency Services – PHEP Coordinator – 12/22/17 – Public Health Emergency Preparedness Fund – DOH 02/29/16
2. Deverae Escobedo – Community Development – Summer Youth Participant – 08/16/17 – General Fund – DOH 06/19/17
3. Jennifer Navarro – County Attorney's Office – Legal Secretary – 11/29/17 – Cost of Prosecution Reimbursement Fund – DOH 07/11/16

### **NEW HIRES:**

4. Khristina Knox – Public Works – Administrative Clerk Specialist – 12/11/17 – Facilities Management Fund – Replacing Kelly Jones

### **END PROBATIONARY PERIOD:**

5. Andrea Hamm – Payson Justice Court – Justice Court Operations Manager – 12/14/17 – General Fund
6. P. Denise Cox – Treasurer's Office – Treasurer's Services Specialist – 11/02/17 – General Fund

### **DEPARTMENTAL TRANSFERS:**

7. Michael Sellars – From Globe Justice Court – To Globe Constable's Office – From Justice Court Clerk – To Constable Clerk – 12/11/17 – General Fund – Replacing Rose Holiday
8. Rusty Merchant – Public Works – From Vehicle and Equipment Mechanic – To Automotive Mechanic – 12/11/17 – From Public Works Fund – To Fleet Management Fund – Replacing Earl LaForge

### **OTHER ACTIONS:**

9. Elliana Cabrera – Sheriff's Office – Deputy Sheriff – 01/17/18 – General Fund – Extending probationary period an additional six months

### **REQUEST TO POST:**

10. Health and Emergency Services – Hearing Officer – Vacated by Paul Larkin
11. County Attorney's Office – Legal Secretary – Vacated by Jennifer Navarro

## **DECEMBER 12, 2017**

### **DEPARTURES:**

1. Suzette Allinson – Human Resources – Temporary Human Resources Administrative Assistant – 11/22/17 – General Fund – DOH 11/06/17

NEW HIRES:

2. Colleen Lacy – Probation – Deputy Probation Officer 1 – 12/18/17 – State Aid Enhancement Fund – Replacing Amy Farley
3. Tammie Loya – Board of Supervisors – Administrative Assistant – 12/18/17 – General Fund – Replacing Christine Lopez

END PROBATIONARY PERIOD:

4. Glen Farnham – Public Works – General Services Manager – 12/11/17 – Public Works Fund
5. Cynthia Castaneda – County Attorney’s Office – Child Support Services Supervisor – 12/18/17 - IV-D Child Support Fund
6. Kathy Browne – Sheriff’s Office – Detention Officer – 12/19/17 – General Fund
7. Nora Palmer – Sheriff’s Office – Detention Officer – 12/19/17 – General Fund

OTHER ACTIONS:

8. Michael Ybarra – Public Works – Road Maintenance Worker – 12/21/17 – Public Works Fund – Changing resignation date from 01/01/18 to 12/21/17
9. Eric Butler – Community Services – Temporary Mobile Crew – 01/01/18 – GEST Fund – Arizona minimum wage increase
10. David Falquez – Community Services – Temporary Mobile Crew – 01/01/18 – GEST Fund – Arizona minimum wage increase
11. Ricky Cayouette Jr. – Community Services – Temporary Mobile Crew – 01/01/18 – GEST Fund – Arizona minimum wage increase

REQUEST TO POST:

12. Globe Justice Court – Justice Court Clerk – Vacated by Michael Sellars and Destiny Rocha

**DECEMBER 19, 2017**

DEPARTURES:

1. Ronald Escobedo – Sheriff’s Office – Deputy Sheriff – 12/21/17 – General Fund – DOH 02/26/07
2. Jessie Perez – Sheriff’s Office – 911 Dispatcher – 12/22/17 – General Fund – DOH 09/15/14
3. Bree’na York – Community Services – Fiscal Services Manager – 12/29/17 – Various Funds – DOH 06/30/17
4. Charles Leftwich Jr – County Attorney’s Office – Deputy County Attorney – 12/11/17 – General Fund – DOH 07/24/17

NEW HIRES:

5. Joseph Castaneda – Sheriff's Office – Detention Officer – 12/26/17 – General Fund – Replacing Danniel Shephard
6. Buffie Pearson – Sheriff's Office – 911 Dispatcher – 12/26/17 – General Fund – Replacing Dylan Richardson

END PROBATIONARY PERIOD:

7. Christina Hext – Assessor's Office – Property Appraiser 1 – 12/25/17 – General Fund

OTHER ACTIONS:

8. Beverly Hawkins – Elections – Temporary Administrative Clerk – 01/01/18 – General Fund – Arizona minimum wage increase

REQUEST TO POST:

9. Community Services – Community Services Worker – Vacated by Amanda Robles
10. County Attorney's Office – Deputy County Attorney – Vacated by Charles Leftwich Jr.

**DECEMBER 26, 2017**

DEPARTURES:

1. Destiny Rocha – Globe Justice Court – Justice Court Clerk – 12/08/17 – General Fund – DOH 05/22/17
2. Amanda Robles – Community Services – Community Services Worker – 12/22/17 – GEST Fund – DOH 06/07/12

NEW HIRES:

3. Kenneth Dillman – Probation – Juvenile Detention Officer(.48) – 01/08/18 – General Fund – Replacing Michael Lorka

END PROBATIONARY PERIOD:

4. Phillip Smith – Sheriff's Office – Deputy Sheriff – 01/02/18 – General Fund
5. Janice Cook – Board of Supervisors – Executive Administrative Assistant – 01/03/18 – General Fund
6. Seymour Gruber – County Attorney's Office – Deputy County Attorney Senior – 01/03/18 – General Fund
7. Danielle Toumberlin – County Attorney's Office – Child Support Services Lead – 01/17/18 – IV-D Child Support Fund

DEPARTMENTAL TRANSFERS:

8. Esther Canez – Clerk of Superior Court – From Court Services Business Manager – To Chief Deputy – 12/25/17 – General Fund – Replacing Vicki Aguilar

9. Keith Thompson – Sheriff's Office – From Patrol Commander Lt. – To Deputy Sheriff Sgt. – 12/25/17 – General Fund – Replacing Rodney Cronk

OTHER ACTIONS:

10. Michael Lorka – Payson Justice Court – Part-Time Bailiff – 09/11/17 – From Payson Justice Court Surcharge Fund – To General Fund – Change in fund code

11. Amber Warden – Finance – From Accounting Manager – To Interim Finance Director – 12/25/17 – General Fund – Temporary assignment

12. Echo Fulton – Superior Court – Bailiff – 01/09/18 – General Fund – Extending probationary period an additional six months

13. Rahil Abou Saleh – Health and Emergency Services – Environmental Health Specialist – 12/18/17 – From Health Service Fund – To Health Service (.70)/PHEP (.30) Funds – Change in fund code

REQUEST TO POST:

14. Clerk of Superior Court – Court Services Business Manager – Vacated by Esther Canez

**F. Approval of the December 14, 2017, and December 19, 2017, Board of Supervisors' meeting minutes.**

**G. Acknowledgment of the November 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**H. Acknowledgment of the November 2017 monthly activity report submitted by the Recorder's Office.**

**I. Acknowledgement of the November 2017 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**J. Approval of finance reports/demands/transfers for the reporting period of November 29, 2017, through December 25, 2017.**

Approve demands and budget amendments for operating transfers. Warrant numbers 287078 through 287085, 287087 through 287222, 287224 through 287355, 287357 through 287435, and 287437 through 287520, totaling \$3,520,496.09 for the period 11-29-17 through 12-25-17.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants are permanently attached to these minutes.)**

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Consent Agenda action items 5A-5J.

**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.**

The following individuals spoke in favor of the Board of Supervisors moving forward to approve Planning and Zoning (P&Z) Department Case No. S-17-01, a Final Plat for Elk Rim, that was submitted by Terry Gorton on behalf of Javalina Sky, LLC to subdivide parcel numbers 301-69-196 and 301-69-197 into 18 lots of the proposed Elk Rim Subdivision:

1. Rick Vesce of Pine, Arizona – Partner and co-developer of the proposed Elk Rim Subdivision.
2. Darwin Huber of Pine, Arizona – Spokesperson for the Pine-Strawberry Future Visioning Project Committee.
3. Ralph Bossert of Payson, Arizona – Engineer for Verde Engineering Group, who has been working with the developer on the Final Plat for the proposed Elk Rim Subdivision.
4. Harry Jones of Payson, Arizona – Manager of Pine Creek Domestic Water Improvement District, who has been working with the applicants and Mr. Bossert for the proposed Elk Rim Subdivision.

Deborah Hughes, Gila County Assessor and a resident of Payson, Arizona, commented that if the issue holding up the approval of this proposed subdivision is to prove there is a 100-year water supply, she said that should not be an issue. She stated that when she was working in the real estate field, it was very common to receive public reports that came through without proof

of a 100-year water supply, so she does not feel that should hold up this project.

Patricia Palmer of Pine, Arizona, asked the Board to consider adopting an ordinance to charge sales tax on Airbnb rentals to help the local economy, and to also address a lack of fire restrictions in the County.

**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 information presented.**

Each Board member and the County Manager presented a summary of current events.

Chairman Martin asked for a motion to go into executive session to address agenda item 8. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously voted to go into executive session at 11:04 a.m.

**Item 8 - EXECUTIVE SESSION ITEMS:**

**A. Information/Discussion/Action: Vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3)-(4) to discuss and consult with the attorneys for the Board of Supervisors regarding *J. Noland Franz, and Kathleen Deegan vs. Gila County, TX2017-001652*, consider its position, and receive legal advice from and instruct its attorneys regarding the public body's position in the case or in settlement discussions to be conducted to avoid or resolve the litigation, and after the regular meeting has been reconvened, move to direct its attorneys to proceed as directed in the executive session regarding this agenda item.**

Chairman Martin reconvened the regular meeting at 11:42 a.m. and asked for a motion on agenda item 8. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously directed the County Attorney's Office to proceed as instructed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:43 a.m.

APPROVED:

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Tommie C. Martin, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board



**ARF-4699**

**Consent Agenda Item 5. G.**

**Regular BOS Meeting**

**Meeting Date:** 01/23/2018

**Reporting Period:** Monthly Report for December 2017

**Submitted For:** Jesse Bolinger, Justice of the Peace-Globe Region

**Submitted By:** Mary Navarro, Justice Court Operations Mgr.

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**Information**

**Subject**

Globe Regional Justice of the Peace Court's Office Monthly Report for December 2017

**Suggested Motion**

Acknowledgment of the December 2017 monthly activity report submitted by the Globe Regional Justice of the Peace Court's Office.

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**Attachments**

Monthly report for December 2017

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December, 2017	AZTEC	ACCOUNT	ACCOUNT	TOTAL	5% FILL THE	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
State Merchandise Civil Penalty	ZDRLE		STATE	\$	\$	
Civil Passenger Railroad	ZDRPF		STATE	\$	\$	
Drug and Gang Enforcement Fund	ZDECA		STATE	\$ 113.68	\$ 5.69	\$ 107.99
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 154.01	\$ 7.71	\$ 146.30
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 62.00	\$ 4.80	\$ 57.20
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,698.22	\$	\$ 2,698.22
Game and Fish - Wildlife	ZGF		STATE	\$ 1,793.28	\$	\$ 1,793.28
Extra DUI Assessment \$500	ZGFDU		STATE	\$	\$	\$
HURF 128-5433 2-33G	ZHRF1		STATE	\$ 378.78	\$ 18.94	\$ 359.84
HURF 328-5433C 413G	ZHRF3		STATE	\$	\$	\$
HURF - to DPS	ZHRFD		STATE	\$	\$	\$
Registrar of Contractors	ZRCA		STATE	\$	\$	\$
Display Suspended Plates (DPS)	ZSLPD		STATE	\$	\$	\$
State Photo Enforcement Base Fund	ZSPBF		STATE	\$ 50.56	\$ 2.53	\$ 48.03
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$	\$	\$
Public Safety Equipment Fund	ZPSEF		STATE	\$	\$	\$
State Treasurer General Fund	ZSTAT		STATE	\$ 778.21	\$ 38.67	\$ 739.54
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 50.36	\$ 2.52	\$ 47.84
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$	\$	\$
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 87.41	\$ 4.38	\$ 83.03
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 4.58	\$ 0.23	\$ 4.36
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,087.25	\$	\$ 1,087.25
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 5,155.65	\$ 257.79	\$ 4,897.86
Defensive Driving Diversion Fee	ZDDF	1005-311-3510-10	X105-4831	\$ 2,100.00	\$ 105.00	\$ 1,995.00
DNA State Surcharge 3% 12-116-01C	ZDNAS	872-2061	T872-2061	\$ 617.74	\$ 30.89	\$ 586.85
DUI Abatement	ZDUIA	889-2061	T889-2061	\$	\$	\$
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 374.77	\$ 18.74	\$ 356.03
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483	\$ 11.69	\$ 0.59	\$ 11.10
Base Fees (General Fund)	ZFEE	1005-311-3400.15	X105-4615	\$ 989.60	\$ 49.48	\$ 940.12
Forensic Investigation Fund	ZFIF			\$	\$	\$
Base Fines (General Fund)	ZFINE	1005-311-3510.10	X105-4831	\$ 10,240.74	\$ 512.04	\$ 9,728.70
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	\$ 756.86	\$ 37.85	\$ 719.01
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005-311.3400.17	X10501311-486	\$ 1,109.23	\$ 55.47	\$ 1,053.76
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	\$ 433.06	\$	\$ 433.06
Judicial Collection Enhancement Local %	ZJOLF	1005-311-3400.15	X105-4615	\$ 167.67	\$	\$ 167.67
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 811.00	\$	\$ 811.00
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 433.18	\$ 21.66	\$ 411.52
Jail (Incarceration) Fees	ZJF	1005-300-3405.40	X10502442-485	\$ 767.70	\$	\$ 767.70
Local Costs	ZLCL1-5	1005-311-3400.10	X105-4450	\$ 45.00	\$ 2.25	\$ 42.75
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$	\$	\$
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	\$	\$	\$
County Attorney Bad Check Program	ZLCL7	3545-301-3400.11	X183-4620	\$ 9.00	\$ 0.45	\$ 8.55
Law Enforcement Boating Safety Fund	ZLEAB			\$	\$	\$
Miscellaneous Fees - Local	ZMISC	1005-311-3400.15	X105-4615	\$ 481.92	\$ 24.60	\$ 457.32
Medical Services Enhancement 13%	ZMSEF	813-2061	T873-2061	\$ 1,425.98	\$ 71.30	\$ 1,354.68
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,173.41	\$ 58.68	\$ 1,114.73
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 146.58	\$ 7.33	\$ 139.25
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 31.87	\$ 1.60	\$ 30.27
Officer Safety Equipment - Sheriff (SHF)	ZOS4	963-2061	T933-2061	\$ 62.04	\$ 3.11	\$ 58.93
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 472.74	\$ 23.64	\$ 449.10
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$	\$	\$
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$	\$	\$
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$	\$	\$
Officer Safety Equipment-Animal Control	ZOS10	937-2061	T942-2061	\$	\$	\$
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 (ADOL)	ZOS15	939-2061	T939-2061	\$	\$	\$
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS18	940-2061	T940-2061	\$ 6.83	\$ 0.35	\$ 6.48
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$	\$	\$
Gile County Animal Control (R)	ZOS18	942-2061	T942-2061	\$	\$	\$
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 12.33	\$ 0.62	\$ 11.71
TriCity Fire Department (TRIFD)	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	\$ 0.81	\$ 0.05	\$ 0.76
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$	\$	\$
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 48.67	\$ 2.44	\$ 46.23
Over Payment Refund	ZOVR			\$	\$	\$
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-483	\$ 138.63	\$ 6.94	\$ 131.69
Prison Construction Fund	ZPCOF	909-2061	T909-2061	\$ 2,188.83	\$ 109.44	\$ 2,079.39
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 63.49	\$ 3.17	\$ 60.32
Probation Surcharge 2008 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 3,045.48	\$ 152.27	\$ 2,893.21
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 18.01	\$ 0.91	\$ 17.10
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 122.68	\$	\$ 122.68
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 1,194.38	\$	\$ 1,194.38
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-486	\$ 796.25	\$	\$ 796.25
Security Enhancement Fee	ZSECE			\$	\$	\$
State Highway Fund	ZSHWY			\$	\$	\$
State Highway Work Zone Fund	ZSHWZ			\$	\$	\$
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 9.89	\$ 0.50	\$ 9.39
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0883-2061		\$	\$	\$
Victims Assistance Fund	ZVAF			\$	\$	\$
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 268.46	\$ 13.43	\$ 255.03
Local Warrant Fee	ZWAR			\$	\$	\$
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	\$	\$	\$
HURF - to City Police	ZHRFC		CITY POLICE	\$	\$	\$
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ 7.07	\$ 0.36	\$ 6.71
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$ 6.27	\$ 0.32	\$ 5.95
<b>TOTALS</b>				\$ 42,948.63	\$ 1,658.54	\$ 41,290.09
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 41,290.09
				TOTAL RESTITUTION RECEIVED		\$ 364.62
				TOTAL RECEIPTS THIS MONTH		\$ 43,313.25

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/2/2018	9729	\$ 5,885.57	ARIZONA STATE TREASURER
1/2/2018	9730	\$ 37,050.40	GILA COUNTY TREASURER
1/2/2018		\$ -	GILA COUNTY SHERIFF D.A.R.E.
1/2/2018	9731	\$ 5.95	GPD SUSPENDED PLATES
1/2/2018	9732	\$ 6.71	MPD SUSPENDED PLATES
		\$ 42,948.63	TOTAL DISTRIBUTIONS THIS MONTH
		\$ -	Over Payment Refunded

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 December, 2017.

Justice of the Peace

# **GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT**

**For the Month of: December, 2017**

## **BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 0.00</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 1,688.14</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 190.00</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 1,498.14</b>

  
\_\_\_\_\_  
**Financial Clerk/Court Manager**

  
\_\_\_\_\_  
**Justice of the Peace**

\*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-4702**

**Consent Agenda Item 5. H.**

**Regular BOS Meeting**

**Meeting Date:** 01/23/2018

**Reporting Period:** Clerk's Report for the Month of December 2017

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Esther Canez, Court Services Business Mgr

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for December 2017

**Suggested Motion**

Acknowledgment of the December 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerks Report for December 2017

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

**- - - - -**

**CLERK'S REPORT  
FOR  
DECEMBER 2017**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**


A handwritten signature in cursive script, reading "Anita Escobedo", is written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**of Gila County, Arizona**

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 December 2017.**

  
**ANITA ESCOBEDO**  
Clerk of the Superior Court  
Of Gila County, Arizona

**SUBSCRIBED AND SWORN to before me this 4th day of January, 2018.**

  
**ESTHER CANEZ**  
Chief Deputy



# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 1/3/2018 10:50:37 AM

Criteria : From Date : 12/1/2017 To Date :12/29/2017

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$2584.48		(\$1944.48)		\$640.00	\$0.00
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$29689.85			(\$250.00)	\$29439.85	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$1781.84		\$8.40		\$1790.24	\$89.51
<b>Agency Name : GILA COUNTY TREASURER</b>									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$10.92		\$1.00		\$11.92	\$0.60
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$87.38		\$8.00		\$95.38	\$4.77
		ZVAPB	30% INTERSTATE COMPACT	\$123.00				\$123.00	\$6.15
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$260.00		\$55.00		\$315.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$40.83		\$0.20		\$41.03	\$2.05
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1667.41				\$1667.41	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$390.00				\$390.00	\$19.50
		ZFEE	BASE FEES (GENERAL FUND)	\$3725.22		\$17.62		\$3742.84	\$187.14
		ZFINE	BASE FINES	\$3223.30				\$3223.30	\$161.17

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	ZFORF	BOND FORFEITURES				\$250.00	\$250.00	\$12.50
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$200.00				\$200.00	\$10.00
		ZCEF	CLEAN ELECTIONS FUND	\$230.35				\$230.35	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$56.51				\$56.51	\$2.83
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.99				\$2.99	\$0.15
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$27.90		\$0.10		\$28.00	\$1.40
		ZCLLF	COUNTY LAW LIBRARY FUND	\$1782.25		\$8.40		\$1790.65	\$89.53
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1201.45				\$1201.45	\$60.07
		ZDNAS	DNA STATE SURCHARGE	\$137.12				\$137.12	\$6.86
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$729.64				\$729.64	\$36.48
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$224.79		\$1.06		\$225.85	\$11.29
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$90.00				\$90.00	\$4.50
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1045.26		\$4.88		\$1050.14	\$52.51
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$31.75				\$31.75	\$1.59

# 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	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$249.84				\$249.84	\$12.49
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$2.84				\$2.84	\$0.14
		ZDUIA	DUI ABATEMENT FUND	\$440.00				\$440.00	\$22.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$315.00				\$315.00	\$15.75
		ZWITN	EXPERT WITNESS FUND	\$300.00				\$300.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$71.64		\$2.31		\$73.95	\$3.70
		ZFAR2	FARE DELINQUENCY FEE	\$74.20				\$74.20	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$711.04				\$711.04	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$161.19				\$161.19	\$8.06
		ZCC	GEN JURIS CONCILIATION COURT	\$463.57				\$463.57	\$23.18
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$1793.39		\$453.00		\$2246.39	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$298.90		\$75.50		\$374.40	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$896.70		\$226.50		\$1123.20	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$874.90		\$4.12		\$879.02	\$43.95

# 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	\$2222.36		\$10.50		\$2232.86	\$111.64
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$74.90		\$14.00		\$88.90	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$139.10		\$26.00		\$165.10	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$50.00		\$150.00		\$200.00	\$10.00
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$332.60				\$332.60	\$16.63
		ZMISC	MISCELLANEOUS FEES	\$14.49				\$14.49	\$0.72
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$19.70				\$19.70	\$0.99
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$24.00		\$4.00		\$28.00	\$1.40
		ZOVF	OVERPAYMENT FORFEITED	\$0.20				\$0.20	\$0.01
		ZPP	PASSPORT APPLICATION FEES	\$825.00				\$825.00	\$41.25
		ZPCOF	PRISON CONSTRUCTION AND	\$1627.28				\$1627.28	\$81.36
		ZPRS6	PROB SURCH 2006	\$0.11				\$0.11	\$0.01
		ZPBA	PROBATION FEE ADULT	\$9516.18		\$88.69		\$9604.87	\$480.24
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$238.00				\$238.00	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$149.56		\$0.72		\$150.28	\$7.51

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZSMEN	SPOUSAL MAINTENANCE FUND	\$35.25				\$35.25	\$1.76
		ZSTAT	STATE TREASURER - GENERAL FUND	\$671.81				\$671.81	\$33.59
		ZTECH	TECHNICAL REGISTRATION FUND	\$30.00				\$30.00	\$1.50
		ZVAF	VICTIMS ASSISTANCE FUND	\$287.00				\$287.00	\$14.35
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$3.09				\$3.09	\$0.15
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION			\$25.00		\$25.00	\$1.25
		ZPRS9	ZPRS9	\$250.91		\$20.00		\$270.91	\$13.55
<b>Agency Name : MISCELLANEOUS - TRUST</b>									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$29.00				\$29.00	\$0.00
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$4068.05		\$739.48		\$4807.53	\$0.00
<b>Total:</b>				<b>\$76650.04</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$76650.04</b>	<b>\$1707.78</b>
Less Shaded Areas:								\$34320.38	
								-\$42329.66	
Hold:								-\$ 640.00	
								\$41689.66	

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**ARF-4705**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 01/23/2018

**Reporting Period:** Recorder's Office Monthly Report for December 2017

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

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**Information**

**Subject**

Recorder's Office Monthly Report for December 2017

**Suggested Motion**

Acknowledgment of the December 2017 monthly activity report submitted by the Recorder's Office.

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**Attachments**

Recorder's December 2017 Monthly Report

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# Gila County Recorder

REPORT FOR THE MONTH OF DECEMBER 2017

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.



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Sadie Jo Bingham, Gila County Recorder





118118

GRANT #

REMITTING AGENCY Recorder (120)

BILLING PERIOD December 1-31, 2017

*[Handwritten signature]*

### Title

Title

Currency	
Coins	
Checks	22779.81
Total	22779.8

Date \_\_\_\_\_

127476





# Bank Deposit

From 12/01/2017 To 12/31/2017

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,275.00	
Check	\$9,897.61	
Electronic Transfer	\$6,894.00	
<b>Total Deposit</b>	<b>\$18,066.61</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
5539	Dec 1, 2017	15_Payson_Fri / 5424	\$203.00	\$203.00		Bank Account
5540	Dec 1, 2017	5_ReceiptStation1_Fri / 5423	\$900.00	\$900.00		Bank Account
5541	Dec 4, 2017	11_Payson_Mon / 5427	\$448.00	\$448.00		Bank Account
5542	Dec 4, 2017	1_ReceiptStation1_Mon / 5426	\$822.00	\$822.00		Bank Account
5543	Dec 5, 2017	12_Payson_Tue / 5429	\$289.00	\$289.00		Bank Account
5544	Dec 5, 2017	2_ReceiptStation1_Tue / 5428	\$274.00	\$274.00		Bank Account
5545	Dec 6, 2017	13_Payson_Wed / 5431	\$234.00	\$234.00		Bank Account
5546	Dec 6, 2017	3_ReceiptStation1_Wed / 5430	\$778.00	\$778.00		Bank Account
5547	Dec 7, 2017	4_ReceiptStation1_Thu / 5433	\$362.00	\$362.00		Bank Account
5548	Dec 7, 2017	14_Payson_Thu / 5432	\$531.00	\$531.00		Bank Account
5549	Dec 8, 2017	5_ReceiptStation1_Fri / 5434	\$695.00	\$695.00		Bank Account
5550	Dec 8, 2017	15_Payson_Fri / 5435	\$488.00	\$488.00		Bank Account
5552	Dec 11, 2017	1_ReceiptStation1_Mon / 5436	\$6,739.11	\$6,739.11		Bank Account
5553	Dec 11, 2017	11_Payson_Mon / 5437	\$559.00	\$559.00		Bank Account
5554	Dec 12, 2017	2_ReceiptStation1_Tue / 5438	\$216.00	\$216.00		Bank Account
5555	Dec 12, 2017	12_Payson_Tue / 5439	\$434.00	\$434.00		Bank Account
5556	Dec 13, 2017	3_ReceiptStation1_Wed / 5440	\$1,696.00	\$1,696.00		Bank Account
5557	Dec 14, 2017	4_ReceiptStation1_Thu / 5441	\$489.00	\$489.00		Bank Account
5558	Dec 14, 2017	14_Payson_Thu / 5442	\$506.00	\$506.00		Bank Account
5559	Dec 15, 2017	15_Payson_Fri / 5444	\$690.50	\$690.50		Bank Account
5560	Dec 15, 2017	5_ReceiptStation1_Fri / 5443	\$371.00	\$371.00		Bank Account
5561	Dec 18, 2017	1_ReceiptStation1_Mon / 5445	\$1,038.00	\$1,038.00		Bank Account
5562	Dec 18, 2017	11_Payson_Mon / 5446	\$571.00	\$571.00		Bank Account
5564	Dec 19, 2017	12_Payson_Tue / 5448	\$511.00	\$511.00		Bank Account
5565	Dec 20, 2017	3_ReceiptStation1_Wed / 5449	\$1,625.00	\$1,625.00		Bank Account
5566	Dec 21, 2017	4_ReceiptStation1_Thu / 5450	\$911.00	\$911.00		Bank Account
5567	Dec 22, 2017	5_ReceiptStation1_Fri / 5451	\$945.00	\$945.00		Bank Account
5568	Dec 26, 2017	2_ReceiptStation1_Tue / 5453	\$969.00	\$969.00		Bank Account
5569	Dec 26, 2017	12_Payson_Tue / 5452	\$284.00	\$284.00		Bank Account
5570	Dec 27, 2017	3_ReceiptStation1_Wed / 5454	\$758.00	\$758.00		Bank Account
5571	Dec 27, 2017	13_Payson_Wed / 5455	\$528.00	\$528.00		Bank Account
5572	Dec 19, 2017	2_ReceiptStation1_Tue / 5447	\$465.00	\$465.00		Bank Account
5573	Dec 28, 2017	4_ReceiptStation1_Thu / 5456	\$778.00	\$778.00		Bank Account
5574	Dec 28, 2017	14_Payson_Thu / 5457	\$604.00	\$604.00		Bank Account
5575	Dec 29, 2017	15_Payson_Fri / 5459	\$882.00	\$882.00		Bank Account
5576	Dec 29, 2017	5_ReceiptStation1_Fri / 5458	\$651.00	\$651.00		Bank Account
5579	Dec 29, 2017	previousday / 5463	\$563.00	\$563.00		Bank Account
5584	Dec 29, 2017	previousday / 5467	\$53.00	\$53.00		Bank Account

Total	\$29,860.61	\$29,860.61
Non-Deposit Total	(\$11,794.00)	(\$11,794.00)
<b>Deposit Total</b>	<b>\$18,066.61</b>	<b>\$18,066.61</b>
Total Till Over/Short		\$0.00

# Bank Deposit

From 12/01/2017 To 12/31/2017

## Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$4,900.00	(\$150.00)	\$4,750.00
Cash	Cash/Check	\$11,172.61	\$0.00	\$11,172.61
D-1005-120-01-4612-023	Recording Fee (deferred)	\$24.00	(\$24.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$24.00	(\$24.00)	\$0.00
ETransfer	Electronic Transfers	\$6,894.00	\$0.00	\$6,894.00
	<b>Total</b>	<b>\$23,014.61</b>	<b>(\$198.00)</b>	<b>\$22,816.61</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$48.00	(\$48.00)	\$0.00
	<b>Total</b>	<b>\$48.00</b>	<b>(\$48.00)</b>	<b>\$0.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$461.00)	(\$461.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$45.00)	(\$45.00)
1005-120-01-4612-003	Postage	\$0.00	(\$70.00)	(\$70.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$274.00)	(\$274.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$75.00)	(\$75.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$37.00)	(\$37.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$35.00)	(\$35.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$10,592.50)	(\$10,592.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$23.00)	(\$23.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,986.00)	(\$3,986.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$5.00)	(\$5.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$20.00)	(\$20.00)
7147-120-01-4612-018	Voter	\$0.00	(\$6,203.11)	(\$6,203.11)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$990.00)	(\$990.00)
eRecording	eRecording	\$6,846.00	(\$6,846.00)	\$0.00
	<b>Total</b>	<b>\$6,846.00</b>	<b>(\$29,662.61)</b>	<b>(\$22,816.61)</b>
	<b>Total</b>	<b>\$29,908.61</b>	<b>(\$29,908.61)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
<b>Cash/Check</b>				
	Cash Cash/Check	\$11,172.61	\$0.00	\$11,172.61
	<b>Range Total</b>	<b>\$11,172.61</b>	<b>\$0.00</b>	<b>\$11,172.61</b>



# House Account Summary

Gila County AZ Recorder

For the Period of 12/01/2017 - 12/31/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(35.00)	0.00	0.00	(35.00)
ADOT	AZ DEPT OF TRANS	(240.00)	0.00	0.00	(240.00)
APS	APS/COPIES	(143.00)	0.00	0.00	(143.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(42.00)	12.00	0.00	(30.00)
AWC	ARIZONA WATER COMPANY	(99.00)	0.00	0.00	(99.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
CRSI	Colorado Records Sooner Inc	(79.00)	6.00	0.00	(73.00)
CTS	COMPLETE TITLE SOLUTIONS	(51.00)	18.00	0.00	(33.00)
D2	D2 SURVEYING LLC	(237.00)	68.00	0.00	(169.00)
DS	DATA SERVICES	(1,000.00)	2,333.00	(2,333.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	460.00	(460.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(66.00)	0.00	0.00	(66.00)
FARES	CORELOGIC	(921.40)	190.00	0.00	(731.40)
FATM	FIRST AMERICAN MICROFICHE	(3,208.20)	245.00	0.00	(2,963.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(533.20)	190.00	0.00	(343.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(102.00)	0.00	0.00	(102.00)
IMAPP	IMAPP, INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	50.00	(50.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(111.00)	0.00	0.00	(111.00)
Ingeo	Ingeo - eRecording	(1,127.00)	735.00	(735.00)	(1,127.00)



# House Account Summary

Gila County AZ Recorder

For the Period of 12/01/2017 - 12/31/2017

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
IRS	INTERNAL REVENUE SERVICE	(82.00)	48.00	(48.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(169.00)	0.00	0.00	(169.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(871.00)	175.00	0.00	(696.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS	(6,769.00)	3,777.00	0.00	(2,992.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(4.00)	27.00	(150.00)	(127.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,268.00	(3,268.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,004.20)	0.00	0.00	(1,004.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
<b>Totals</b>		<b>(24,219.20)</b>	<b>11,602.00</b>	<b>(7,044.00)</b>	<b>(19,661.20)</b>





Column1	Column2	Column3	Column4	Column5	Column6	Column610	Column7	Column8	Column10
Sadie Bingham	Gila County Recorder								
FY	2018-2019								
	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining Fee 7146	State mining	Interest	Refunds	Recorder Check to Treasurer
July	1022 \$	3,742.00	\$ 11,897.50	\$ 1,060.00	\$ 2.00	\$ 8.00	\$ 0.24	\$ (32.00)	\$ 16,677.74
Aug	1290 \$	4,878.00	\$ 21,465.50	\$ 800.00	\$ 84.00	\$ 21.00	\$ 0.14	\$ (25.00)	\$ 27,223.64
Sept	1034 \$	3,864.00	\$ 14,224.50	\$ 800.00	\$ 4.00	\$ 16.00	\$ 0.13	\$ (29.00)	\$ 18,879.63
Oct	1131 \$	4,179.00	\$ 13,228.00	\$ 800.00	\$ 3.00	\$ 12.00	\$ 0.11	\$ (111.00)	\$ 18,111.11
Nov	1056 \$	3,768.00	\$ 11,338.00	\$ 1,070.00	\$ 3.00	\$ 12.00	\$ 0.22	\$ (9.00)	\$ 16,182.22
Dec	1050 \$	3,986.00	\$ 11,612.50	\$ 7,193.11	\$ 5.00	\$ 20.00	\$ 0.20	\$ (37.00)	\$ 22,779.81
Jan									-
Feb									-
Mar									-
Apr									-
May									-
June									-
Total	6583 \$	24,417.00	\$ 83,766.00	#####	\$ 101.00	\$ 89.00	\$ 1.04	\$ (243.00)	\$ 119,854.15
Fiscal Year All Monies		\$ 119,854.15							



**ARF-4703**

**Consent Agenda Item 5. J.**

**Regular BOS Meeting**

**Meeting Date:** 01/23/2018

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 12-08, and 12-15-17

**Submitted For:** James Menlove, County Manager

**Submitted By:** Betty Hurst, Contracts Administrator

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 12-08, and 12-15-17

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of December 04, 2017, through December 08, 2017; and December 11, 2017 through December 15, 2017.

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**Attachments**

Approved Contracts \$50K Spreadsheet

Contract No. 111617-2 with McSpadden Ford

City of Avondale Contract No. 13412 with Stanley Security Solutions

Amendment No. 4 to Service Agreement No. 120514

Amendment No. 1 to Service Agreement No. 082317

Service Agreement No. 120417-1 with Mountain Retreat Builders

Service Agreement No. 112017-1 with D & R Management, LLC

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

*December 04, 2017 to December 08, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	McSpadden Ford	Contract No. 111617-2  One New 2017 Ford Explorer 4WD	\$32,308.34	12-04-17 to 06-30-18	12-06-17	Expires	Gila County Child Support is in need of a new vehicle.
3	Stanley Security Solutions	Using Avondale Cooperative Agreement 13412  Access Control to Public Works Building	\$6,053.80	12-06-17 to 03-31-18	12-06-17	Expires	This will help employees access Public Works Building when the door is locked.  . .
4	Service Plus, Inc.	Amendment No. 4 to Service Agreement No. 120514  Access Control to Public Works Building	\$5,000.00	01-01-18 to 12-31-18	12-06-17	Option to Renew	<b>Amendment No. 4</b> will serve to extend the term of the contract from January 1, 2018 to December 31, 2018. Contractor will provide the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes <b>but is not limited to:</b> ice maker, commercial & convention ovens, commercial washers, dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap. cooler, walk-in cooler and sinks.

*December 04, 2017 to December 08, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	Traffic Safety, Inc.	Amendment No. 1 to Service Agreement No. 082317  Gila County Striping Project Fiscal Year 2018	\$2,500.00 new contract amount \$34,155.00	12-06-17 to 06-30-18	12-06-17	Expires	Amendment No. 1 will serve to increase the contract amount by \$2,500. Contractor to provide safety to public following the MUTCD (Manual on Uniform Traffic Control Devices) standards. Contractor to professionally install pavement marking on various roadways throughout Gila County.

*December 10, 2017 to December 15, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
6	Mountain Retreat Builders	Service Agreement No. 120417-2  Weatherization Project 8048	\$14,375.00	12-13-17 to 02-16-18	12-13-17	Expires	The purpose of this contract is, but not limited weather-strip doors, replace glass, air seal windows, repair wood siding, seal fire place, air seal ductwork, insulate floor.
7	D & R Management, LLC	Service Agreement No. 112017-1  Rehabilitation Project 11129	\$2,500.00	12-13-17 to 12-20-17	12-13-17	Expires	The purpose of this weatherization project is, but not limited to ADA access, remove rear door and replace with 40" steel door, move light switch to accommodate new door space, remove rear deck replace with 4'x6' deck with railing. Install 32' ramp with handrail both sides, modify fencing to accommodate length of ramp to front of house. Install four-foot gate at entrance of ramp. Provide 12"x12" pavers to extend pavers.



## **GILA COUNTY**

Tommie C. Martin, District I Supervisor  
Timothy Humphrey, District II Supervisor  
Woody Cline, District III Supervisor

James Menlove, County Manager

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### **INFORMAL BID REQUEST NO. 111617-2 One New 2017 or 2018 Ford Explorer 4WD**

It is the intent of Gila County to purchase "One New 2017 or 2018 Ford Explorer 4WD" as specified for the County Attorney-Child Support Services.

Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Copper Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Copper building.

**BID SUBMITTAL DUE DATE: 11:00 AM/MST (AZ Local Time), Wednesday, November 27, 2017.**

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**One New 2017 or 2018 Ford Explorer 4WD**", Bid No. "**111617-2**", date "**November 27, 2017**", and time "**11:00 AM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

**MAIL ADDRESS:**

**GILA COUNTY FINANCE DEPARTMENT  
COPPER BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501**

**DELIVERY ADDRESS:**

**GILA COUNTY FINANCE  
COPPER BUILDING  
1350 E. MONROE  
GLOBE, AZ 85501**

**Proposals shall be considered irregular for the following reasons: 1.** If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; **2.** If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Ms. Cyndi Castaneda, County Attorney-Child Support Supervisor, Ph #928-402-8857.

**The Board of Supervisors reserves the right to reject all bids proposals, or any bid which are non-compliant, or to waive any informality in the bid proposals, or to withhold the award if deemed in the best interest of Gila County.**

**BID NO. 111617-2**

**DESCRIPTION: New 2017 or 2018 Ford Explorer 4WD**  
(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS		MEETS MINIMUM SPECIFICATIONS	
One (1) New 2017 Mid-Size, 4-WD, 4-Door, SUV		<small>(REQUIRED)</small> YES	<small>(OPTIONAL)</small> NO
Exterior:	Light Color	X	
Interior:	Cloth Seats	X	
Power Features:	Door Locks	X	
	Windows	X	
	Steering	X	
	Mirrors	X	
	Keyless Entry	X	
AM/FM (CD) Radio		X	
Automatic Transmission		X	
Tilt Steering Wheel		X	
Cruise Control		X	
6-Cylinder Gas Engine		X	
Air Conditioning		X	
<b>SUB – TOTAL AMOUNT</b>		\$	29,984.37
<b>OTHER COSTS</b>		\$	-0-
<b>SALES TAX</b>		\$	2,323.97
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$	32,308.34

Date of Delivery: 1 week or less

Vendor Name: McSpadden Ford.

Vendor Phone Number: (928) 425-4491



Depending on Availability



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Print window sticker

**Vehicle Description**

**EXPLORER** 2017 4DR 4WD BASE  
**4-DOOR** 3.5L TI-VCT V6 ENGINE  
 6-SPEED AUTO TRANSMISSION

**Exterior**

OXFORD WHITE

**Interior**

MEDIUM LIGHT CAMEL  
 INTERIOR CLOTH BUCKET

**Standard Equipment INCLUDED AT NO EXTRA CHARGE****EXTERIOR**

. EASY FUEL CAPLESS FILLER  
 . HEADLAMPS - AUTOMATIC  
 . LED TAILLAMPS  
 . MINI SPARE TIRE/WHEEL  
 . REAR SPOILER, BODY COLOR  
 . ROOF RACK SIDE RAILS  
 . VARIABLE INTERVAL WIPERS

**INTERIOR**

. 2ND ROW 60/40 FOLD FLAT  
 . CARPETED FLOOR MATS  
 . CLOTH SEATING SURFACES  
 . DUAL ILLUM VANITY MIRRORS  
 . MANUAL A/C, SINGLE ZONE  
 . POWER DRIV SEAT - 8-WAY  
 . STR WHEEL W/SPEED & AUDIO

**FUNCTIONAL**

. AM/FM SINGLE CD/MP3/6SPKR  
 . CURVE CONTROL  
 . MYKEY  
 . POWER STEERING W/EPAS  
 . SYNC®

**SAFETY/SECURITY**

. AIRBAGS - DUAL STAGE FRONT  
 MOUNTED SIDE IMPACT  
 . FRONT PASS. KNEE AIRBAG  
 . INDIV TIRE PRESS MONIT SYS  
 . SECURILOCK® ANTI-THEFT SYS

**WARRANTY**

. 5YR/60,000 POWERTRAIN

. DOOR HANDLES - BLACK  
 . EXHAUST TIPS - CHROME  
 . INTEGRATED BLIND SPOT MIRR  
 . MANUAL FOLD POWER MIRRORS  
 . PRIVACY GLASS 2ND/3RD ROW  
 . REAR WIPER/WASHER/DEFROST  
 . TRAILER SWAY CONTROL  
 . 1TOUCH UP/DOWN DR/PASS WIN  
 . 3RD ROW - 50/50 FOLD FLAT  
 . CENTER CONSOLE W/ARMREST  
 . CRUISE CONTROL  
 . LEATHER SHIFT KNOB  
 . OVERHEAD CONSOLE  
 . POWERPOINTS  
 . TILT/TELESCOPE STR COLUMN  
 . 4.2" LCD CTR STACK SCREEN  
 . BRAKES, 4-WHEEL DISC/ABS  
 . HILL START ASSIST  
 . POWER LOCKS AND WINDOWS  
 . REAR VIEW CAMERA  
 . ADVANCETRAC WITH RSC  
 . AIRBAGS - FRONT SEAT  
 . AIRBAGS - SAFETY CANOPY  
 . FRT-PASS SENSING SYSTEM  
 . LATCH CHILD SAFETY SYSTEM  
 . SOS POST CRASH ALERT SYS  
 . 3YR/36,000 BUMPER / BUMPER  
 . 5YR/60,000 ROADSIDE ASSIST

**Price Information**  
**STANDARD VEHICLE**  
**PRICE**
**MSRP**  
**\$33,810**
**Included on this Vehicle**  
**EQUIPMENT GROUP 100A**
**Optional Equipment**

2017 MODEL YEAR  
 OXFORD WHITE  
 MEDIUM LT CAMEL CLOTH SEATS  
 .18" PAINTED ALUMINUM WHEELS  
 .3.5L TI-VCT V6 ENGINE  
 6-SPEED AUTO TRANSMISSION  
 .P245/60R18 A/S BSW TIRES  
 FLOOR LINERS, FRONT AND REAR 120  
 CALIFORNIA EMISSIONS SYSTEM  
 CLASS III TRAILER TOW PACKAGE 570  
 SIRIUSXM RADIO 195  
 SELECTSHIFT TRANSMISSION

TOTAL VEHICLE & OPTIONS 34,695  
 DESTINATION & DELIVERY 945

**TOTAL MSRP** **\$35,640**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual  
 Fuel Cost: \$

**Vehicle Engine Information**

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between \_ and \_ mpg in the city and between \_ and \_ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from \_ to \_ mpg city and \_ to \_ mpg highway.


**EXTENDED  
 SERVICE  
 PLAN**

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at [www.Ford-ESP.com](http://www.Ford-ESP.com).



**INFORMAL BID REQUEST #111617-2**  
**One New 2017 or 2018 Ford Explorer 4WD**

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**PROPOSAL SIGNATURE**

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

PRICE BEING QUOTED: \$32,308.34

CONTRACT NO.: 111617-2

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

**Vendor Submitting Proposal:**

McSpadden Ford Inc  
Company Name

[Signature]  
Signature of Authorized Individual

1001 D Broad.  
Address

Lisa Wielengc  
Print Name

Globe      AZ      85501  
City                      State                      Zip

General Mgr -  
Title

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

For clarification of this offer, contact: Name: Lisa Wielengc Phone #: 928-425-4491

The offer is hereby accepted

[Signature]  
James Menlove, County Manager

12-6-17  
Date

The Vendor is now bound to provide the material or service listed in IBR No.: 111617, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.
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# DEPARTMENT OF ECONOMIC SECURITY

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*Your Partner For A Stronger Arizona*

Governor  
Doug Ducey

Director  
Mike Traylor

Delaney Brown  
Division of Child Support  
1789 W. Jefferson St  
Phoenix, AZ 85007

Cyndi Castaneda  
Gila County Child Support  
1400 E Ash Street  
Globe, AZ 85501

Ms. Cyndi Castenda,

As the budget and accounting manager for the Arizona Division of Child Support Services, I approve the purchase of a Gila County vehicle for the Child Support program. This purchase is approved to be paid for with incentive funds.

Thank you,

Delaney Brown

## CONTRACT AGREEMENT FORM

Contract Name: Access Control to the Public Works Building Contract No.: City of Avondale  
Contract No. 13412

Statement of Purpose and Need (3-5 Sentences) Contractor will install access to control the front door entry of the Public Works Building. This will help employees access the Public Works Building when the door is locked.

Contract End Date: 03-31-2018

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: \$5,503.46 + 10% Contingency =  
\$6,053.80

### Contract Information

Firm Name: Stanley Security Contact Person: Matt Alvey

Address: Dept CH 14210 Phone No: 480-216-9273

City: Palentine State: IL Fax: \_\_\_\_\_ Email: Matt.alvey@gmail.com

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 Arizona State Contract, 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 6th day of December, 2017.

GILA COUNTY MANAGER

  
James Menlove



Stanley Convergent Security Solutions, Inc.

# Equipment & Labor Summary

Quote: Q-00884453

Gila County - Facilities  
725 N Rose Mofford Way  
Globe, AZ 85501

Remit to:  
Stanley Security Solutions  
Dept Ch 14210  
Palentine, IL 60055-4210

Proposal Generated: 11/29/2017

Qty	Description	Part Number	Unit Price	Total Price
1	BW106 WITH BACK PLATES 10 X 10	BW-BW106BP	\$53.20	\$53.20
1	DUAL READER INTERFACE MODULE (SERIES 2 -SUPPORTS OSDP READERS) - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 (5A) FORM C RELAYS ; ROHS; CE; C-TICK AND UL294 CERTIFIED	LNL-1320	\$899.45	\$899.45
1	RDR, RP40, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	920PTNNEK00000	\$270.00	\$270.00
1	1IN WIDE GAP STEEL DR CTNT BRN	SR-1078WBR	\$9.90	\$9.90
1	18(4)+22(2+4+6)4S CMP OAJ 5C Y	WG-32965002	\$490.00	\$490.00
1	8800 RIM EXIT DEVICE 36 628   ALUMINUM DOORS   36 INCH   EL LATCH RET 24VDC/.6 AMPS   SATIN ALUMINUM	8801EL-36-24	\$824.50	\$824.50
1	Door Cord	TSBC	\$35.00	\$35.00
1	Door Hardware: Single Request To Exit switch for Adams Rite bar	91-0897-01	\$136.23	\$136.23
<b>Equipment Total</b>				<b>\$2,718.28</b>

	Total Price
Labor, Wiring, and Firestop	\$1,287.00
Final Testing, Adjust, and Programming	\$680.00
Engineering	\$280.00
Project Management, Drawings, and Documentation	\$0.00
Account Administration	\$30.16
Panel Fabrication & Assembly	\$240.00

**Labor & Additional Total** **\$2,277.16**

**Extended Warranty per SLA** **\$140.00**

<b>Actual Install Sale Price</b>	<b>\$5,135.44</b>
<b>Loyalty Discount</b>	<b>-\$592.00</b>
<b>Tax</b>	<b>\$368.02</b>
<b>Final Total</b>	<b>\$5,503.46</b>

\*TAX PROVIDED AS A BUDGETARY ESTIMATE ONLY. PLEASE ALLOW FOR A 5% DIFFERENTIAL UPON RECEIPT OF FINAL INVOICE!

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One): Monthly ☐ Quarterly ☐ Biannually ☐ Annually ☐

**Stanley:**

Approved By: \_\_\_\_\_

**Gila County:**

Approved By: County Manager



Signature: \_\_\_\_\_


Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Special Billing Instructions:


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:  \_\_\_\_\_  
Date: 12-6-17

# Gila County - Facilities

Yellow Line represents: 60.58 feet

## Legend

 725 Rose Mofford Way

 725 Rose Mofford Way

CR 1

Rose Mofford Way

Google Earth

© 2017 Google



100 ft





**AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 120514**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**SHERIFF'S OFFICE APPLIANCE SERVICE AND REPAIR**

**SHERIFF'S OFFICE**

**Effective** January 01, 2015, Gila County and Service Plus, Inc. entered into a contract whereby Service Plus, Inc. agreed to provide miscellaneous appliance service and repair to the Gila County Sheriff's Office.

**Amendment No. 1 to Service Agreement No. 120514**, was executed on January 13, 2016 extending the term of the contract from January 01, 2016 to December 31, 2016.

**Amendment No. 2 to Service Agreement No. 120514** was executed on June 15, 2016 to increase the contract amount by Two Thousand, Five Hundred dollars and 00/100's (\$2,500.00).

**Amendment No. 3 to Service Agreement No. 120514**, was executed on February 23, 2017 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from January 01, 2017 to December 31, 2017.

**Service Agreement No. 120514** will expire on December 31, 2017. **Per Article 13-Term**, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

**Amendment No. 4 to Service Agreement No. 120514**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from January 01, 2018 to December 31, 2018, for a contract amount of not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 01, 2018 to December 31, 2018 renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies 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 6<sup>th</sup> day of December, 2017.

GILA COUNTY:

  
James Menlove, County Manager

Date: 12-6-17

SERVICE PLUS, INC.

  
Signature

DAVE KEENEY  
Print Name



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 082317**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**GILA COUNTY STRIPING PROJECT 2018**

**PUBLIC WORKS**

Effective September 29, 2017, Gila County and Traffic Safety, Inc. entered into a contract whereby Traffic Safety, Inc. agreed to provide Striping for various Gila County roadways.

The Public Works Department would like to increase the original contract amount of Thirty-One Thousand Six Hundred Fifty-Five dollars and 00/100's (\$31,655.00) by an additional Two Thousand Five Hundred dollars and 00/100's (\$2,500.00) due to the need of an additional 4" of white fog line.

**Amendment No. 1 to Service Agreement No. 082317** will serve to increase the contract amount by an amount of Two Thousand Five Hundred dollars and 00/100's (\$2,500.00).

Consequently, the contract is amended to increase the contract amount by \$2,500.00 for an amended total contract amount of Thirty-Four Thousand One Hundred Fifty-five dollars and 00/100's (\$34,155.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 29, 2017 to June 30, 2018 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 6th day of December, 2017.

GILA COUNTY

James Menlove, County Manager

Date: 12-6-17

TRAFFIC SAFETY, INC.

Signature

Russel Hardy

Print Name



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF THE HISTORY OF ARTS  
AND ARCHITECTURE

THE UNIVERSITY OF CHICAGO PRESS, 54 EAST LAKE STREET, CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO PRESS

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO PRESS, 54 EAST LAKE STREET, CHICAGO, ILL. 60607  
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THE UNIVERSITY OF CHICAGO PRESS

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO PRESS

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO PRESS, 54 EAST LAKE STREET, CHICAGO, ILL. 60607  
THE UNIVERSITY OF CHICAGO PRESS, 54 EAST LAKE STREET, CHICAGO, ILL. 60607

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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

James Menlove, County Manager  
Phone (928) 425-3231 Ext. 8761

Betty Hurst, Contracts Administrator  
Phone (928) 425-3231 Ext. 4355

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 120417-2**  
**WEATHERIZATION PROJECT #8048**  
**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of December, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, 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 **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 No. 120417-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 120417-2** 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 No. 120417-2**, 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 "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 Street, Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – 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 8 – 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 9 – 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 10 – 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 11 - 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 12 - 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 13 - 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 14 - 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 15- TERM:** The Contract commences on the date signed by the County Manager and remains in effect through February 16, 2018.

**ARTICLE 16 - 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. 120417-2 is for a total flat fee of \$14,375.00 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. 120417-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



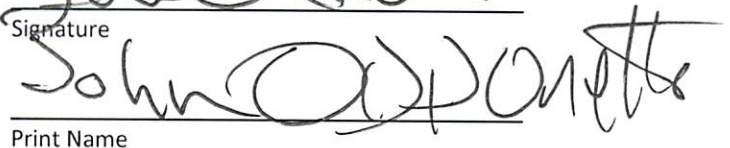
James Menlove, County Manager

Date: 12.13.17

MOUNTAIN RETREAT BUILDERS, LLC



Signature



Print Name



Gila County Housing Services  
5515 South Apache Ave.  
P.O. Box 1254  
Globe, AZ 85502  
(928) 425 - 7613



Weatherization  
Assistance  
Program

# Scope of Work

**Client Information:**

Household # 8048

WAP #19732

Globe, AZ

**General Contractor Information:**

Company Name: M. R. S. LLC

Representative Name: John O'Donoghue

Representative Title: Owner

Company License # 170186-13

Contact the Rehab Specialist to schedule a walkthrough of the property. All walkthroughs will be conducted in a 1 on 1 basis at a convenient time for the contractor and the client. All client specific information will be provided to each contractor when a walkthrough is scheduled. Each bid is due 2 weeks after the e-mail timestamp.

In addition to 'Job Total Cost', all quotes must have a break out to include line item amounts and a Manual-J to be accepted as an official bid. **Quotes without line item amounts and/or a Manual-J will not be considered by Gila County Housing Services.** Gila County Housing Services does not hold the responsibility to inform any potential bidding candidate if their quote is or is not complete.

Job Total Cost: \$14,375<sup>00</sup> Fourteen thousand three hundred seventy five

General Contractor Signature: [Signature]

Date: 11, 22, 17

### Performance

All work is to comply with current IBC, local, or state building codes. The performance manual guidelines and all the local building, electrical, and plumbing codes must include all inspections and permits when applicable.

All work is to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or specifically called out for in the preceding details of any measure of improvement in this contract that can be reasonably and legitimately be inferred to belonging to the work described or to be necessary, in good practice to provide a complete working system shall be furnished and installed as though it was specifically called out for in every detail in its entirety.

It is the Awarded Contractor's responsibility to coordinate all the various construction disciplines in working together with each installation timeline. This Scope of Work may include line items which require more than one discipline to properly complete the measure of improvement therefor it will be required for each discipline to work in specific orders to finish the work specified on the line item. The awarded contractor is responsible to coordinate this.

### Safe Work Practices

(SWS 2.0100.1, 2.0100.2)

**All** safe work practices must be followed always during the work process of the project. **All demolished materials must be removed from the property on the same day** and all debris from the removed materials must be cleaned up from around the property. All material and debris which is left on the property may incur a financial penalty charged to the awarded contractor.

### Asbestos Work Practices

(SWS 2.0100.1a, 2.0102.1b, 2.0106.2)

Work with Rehab Specialist to ensure ALL asbestos containing materials are treated properly. All asbestos protocols for working with or around asbestos materials must be followed always to prevent contaminating any adjacent areas.

### Standard Work Specifications (SWS)

All SWS guidelines are required to be followed always throughout the project. There is an online tool which is found at <https://sws.nrel.gov> which is an interactive site that gives all definitions of work procedures as required by the Department of Energy. These specifications are required to be followed always for all WAP and CBDG projects supported by Gila County. Any measure of improvement described in the Scope of Work found to not follow the associated SWS will be considered an improper installation and the awarded contractor will be required to rework the measure at the contractor's expense in its entirety. If you have any questions or problems navigating this website, please contact the Rehab Specialist for assistance.

### Critical Details

The Home Performance Critical Details are to be followed for all measures it applies to. Home Performance Critical Details can be found at <https://swbstc.org>. This website has very important information about best practices and other helpful information which is required to be followed for the WAP requirements. Please contact the Rehab Specialist with any questions on this matter.

### Standards for Weatherization Materials

It is a requirement for the WAP and Department of Energy to only utilize approved materials for the projects funded by the Department of Energy. The listing of the required materials can be found at <https://ecfr.gov>.

Use the drop-down menu in the middle of the page and find '**Title 10 – Energy**' then click '**GO**'. At this point you must find 'Volume 3, Chapter II, 200-499 in the chart. Click on the blue link '**200-499**'.

Scroll down until you find '**Part 440 – Weatherization Assistance for Low Income Persons**'; click the blue link in the left column '**440**'. This is found in the 'Subchapter D – Energy Conservation' section of this directory.

This will bring up the last directory where you will find the '**Appendix A to Part 440 – Standards for Weatherization Materials**'. It is blue and found at the bottom of the listing. Click on this link.

This entire document defines the accepted materials which are required to be used on all WAP and Department of Energy funded projects. Please contact the Rehab Specialist if you have any questions or problems navigating to this document.

### Alternates and Suggestions

Contractors bidding on county projects are strongly encouraged to suggest alternative and better methods to the Rehab Specialist, and to notify him /her of items left out or any discrepancies. Please use this section to show item(s) and price(s). Please use additional paper if necessary. DO NOT add to the bid total.

## Mechanical Measures

### Mechanical Worker Safety

(SWS 2.0100.1, 2.0100.2, 2.0103.1, 2.0103.2, 2.0104.1)

It is required to follow all recommended safety protocol, WAP, and DOE requirements when performing mechanical, HVAC, and venting work. All necessary PPE and work safety equipment must be readily available for all workers throughout the work processes. This is to ensure and provide a safe and stable work environment that will support and sustain the work to be performed and for work to be completed safely without injury, hazardous exposure, or property damage. Any damage to the homeowner's private property will be replaced or repaired back to new condition at the contractor's expense, complete.

### Equipment Removal

All equipment which is stated below will be removed from the property and brought to the WAP storage facility or have the Project Administrator witness the process of decommissioning the unit then the unit can be taken for scrap. Please call the Rehab Specialist to make the arrangements to meet at the facility to drop off the equipment. Removed equipment may be stored at the contractor's place of business if the contractor has that capacity and be transported to the storage facility at the end of the project. All equipment which is to be removed from the property must have matching model and serial numbers or match the picture of the equipment which is recorded in the WAP file paperwork.

Furnace: Goodman (M #GUP11205) (S #9209058396) Picture in File.

Cooler: Picture in File

Water Heater: Bradford/White (M #M140T6LN10) (S #ND6483660) Pictures in File.

Refrigerator: Frigidaire (M#FGHS2655PF2) (S#4A40114023) Picture In File.

### Install / Replace Water Heater

(SWS 7.8102.1, 7.8102.2, 7.8102.4, 2.02)

Safely remove and install a new DWH which matches the existing water heater's size and type, complete installation per UPC requirements and with a minimum energy factor of 0.62 for gas. Include a new PRV drain, approved discharge line, ball valve, two (2) flexible copper flex water lines; gas valve and gas flex line, type-B vent pipe, roof jack, storm collar, and cap. New unit is to be installed at the location of the existing unless otherwise specified.

NOTE: Must install a completely new flue pipe. New flue pipe must be plumb when exiting structure. Existing flue pipe is made of asbestos and asbestos protocol must be observed throughout the process for safe removal of existing pipe (drop cloths, PPE, heap vacuum, etc.). New PRV drain must be ran to exterior wall and discharged at grade (drain line may be ran behind the bathroom tub). New roof jack must be installed properly by installing new jack woven into the existing asphalt shingles (Do not install on top of the shingles alone).

Cost: \$ 1800.00

### Install Refrigerator

Safely remove and install a new Energy Star rated refrigerator. New refrigerator must be a side by side model with the same internal capacity as the existing. New appliance must have an ice maker and water dispenser in the door.

NOTE: Work with client to choose from 2 models which the contractor will supply the sample choices being represented with a full page glossy color photo copy of the selections, new unit must be a stainless-steel model to match the surrounding appliances. Client must initial and date the one to be installed to be submitted with the final paperwork.

Cost: \$ 1500<sup>00</sup>

### Install New Evaporative Cooler

(SWS 5.3002.1e, 5.3003.8)

Safely remove and dispose of the existing evaporative cooler to prevent any structural or personal injury. Supply and install an appropriately sized evaporative cooler for the square footage of the structure. Reconnect existing utilities to the new equipment if possible. If there are no existing utilities for the new installation then this measure of improvement must include all materials and labor to install all necessary electrical and water lines to serve the new unit (new water line must be copper and installed in a neat fashion, mechanically fastened to the structure). All penetrations into the structure to mount fasteners must be sealed to keep weather tight. Any use of existing electrical lines must have a complete inspection of the line to ensure that the run is to current local and state codes. Any electrical line found to be improper must be replaced with new to code. New equipment must not be installed on the roof unless otherwise specified. Upon completion of installation an amp draw must be performed to ensure correct speed of blower and the system must be tested on all switch settings to confirm that all features work appropriately.

NOTE: Install new evaporative cooler in the same location as the existing, reconnect all existing utilities. New equipment must be level upon completion. Properly adjust float valve so to prevent overflow onto roof. Installation must include a new properly sized roof jack with a removable barometric damper from the slide access. Test rotator switch and replace if necessary.

Cost: \$ 1800<sup>00</sup>

### Install New Diffusers

Safely remove all existing diffusers and replace with new adjustable diffusers appropriate to the surface being installed on (mobile home rated for floors and T-bar type grilles for ceiling and walls), throughout home. Make all diffusers square to surrounding landmarks and flush to existing surfaces.

NOTE: All new grilles must have adjustable dampers for duct balancing purposes. Do not seal grille to mounting surface to allow access for future QCIs.

Cost: \$ 600<sup>00</sup>

### **Install Furnace**

(SWS 5.3001.1, 5.3002.1, 5.3002.2, 5.3002.4, 5.3002.7, 5.3002.12, 5.3003.3, 5.3003.4, 5.3003.6, 5.3003.7, 5.3003.9, 5.3003.10, 5.3003.11, 5.3003.14, 5.3003.16, 5.3088.2)

Safely remove existing furnace and install a new **94%+ AFUE** furnace as specified to code. NEATLY tie into existing ductwork. Install new 5-wire thermostat wire with a simple heat only digital T-stat (must also have a 'fan only' feature). Below is a short listing of installation requirements and any other part or procedure needed for a complete installation must be included as if it was specifically called out.

- Size the new furnace to the home per ACCA Manual-J, residential load calculations. Submit your load calculation report with the bid for the entire project showing the sizing of the furnace for the design heat load. Do not under size the equipment it is acceptable to round up to the nearest ½ ton size.
- Install the Venting for the equipment per manufacturer's instructions (PMI). It is recommended to use a pre-fab concentric vent kit but a 2-pipe assembly is acceptable.
- Electrical supply must be a dedicated circuit with a switch at the unit for servicing (either an internal manufacture switch or a home box switch mounted to the wall of the closet).
- Unit must have a minimum of 30" (Inches) of front clearance when installed for servicing purposes.
- Check the gas input to the equipment and adjust PMI.
- Do not allow chaffing conditions of any utility lines (it is recommended to use grommets to prevent sharp edges from cutting into piping and circuitry).
- Check the temperature rise for the equipment and adjust PMI.
- Recheck for gas leaks to confirm none exist, it is recommended to utilize a bubble solution rather than an electronic detector (gas detectors may be faulty).
- All work must be completed in a neat manner with all aspects displaying a plumb, level, and purposeful design to show a competent level of workmanship. Sloppy work may be subject to QC failure and may be required to be reworked before passing final inspection which will hold up final payment.

All attic installations of combined heating and cooling or a condensing furnace requires the addition of a properly installed emergency overflow pan and overflow piping to code. Overflow piping must be discharged in a location which is conspicuous to the homeowner as well as maintain visual esthetics. All main condensate lines must be discharged into a location which is convenient for the client and must not cause a seasonal or safety hazard such as producing ice on walkways, dripping down wall surfaces (which will produce staining and surface damage), or produce a tripping hazard. Upon completion of the installation verify the proper operation of the equipment to avoid potential disputes in the future.

NOTE: Static pressures of the completed system will be tested and recorded to ensure all supply and return pressures are within manufacture's specifications. Make a custom duct transition or modify the existing transition to connect the new equipment to the existing duct work. Modify the existing return grille penetration if calculations prove it to be too small for the new equipment's requirements and install a new stamp faced return grille to fit the modified penetration. Install a properly sized filter base under new equipment and provide a case of 12 disposable fiberglass air filters.

Cost: \$3,000. <sup>00</sup>

### Duct Sealing

(SWS 3.1601.1, 3.1601.3, 3.1601.4, 3.1601.5, 3.1602.1, 3.1602.3, 3.1602.4, 3.1602.5, 3.1602.6, 3.1602.7, 3.1602.8, 3.1602.9, 3.1602.10, 3.1602.11, 3.1602.12, 3.1602.13, 3.1602.14, 3.1602.15)

Health and safety policies **MUST BE** followed always (see GOEP guidelines for reference). Duct sealing and repair shall be done before any envelope sealing. Duct sealing can **ONLY** be performed by a trained technician and in conjunction with pressure diagnostics. Only utilize approved procedures and materials such as approved fiber reinforced mastic and fiberglass mesh to seal violations at seams or in metal surfaces. Boot to sheetrock/interior surfacing must be sealed, tape of any type is not an approved material for this measure, approved caulking may be used to seal boot boxes to the interior surfaces but proper procedures must be used to ensure that a solid complete seal is established. Contractor is to seal all accessible seams in the location(s) where ductwork is located proper mechanical support must be utilized when necessary to stabilize the materials to be sealed. Both the supply and return sides of the system must be addressed, any ductwork located in ambient conditions (elbows, KD pipe, etc....) must be sealed, insulated, and able to withstand any weather conditions it may be subject to in its lifetime. Any equipment which is part of the final requirements (new or existing) must be internally sealed using **ONLY** approved materials. All finished work must meet the WAP pressure requirements for the called-out conditions (new -vs- existing). **Perform a post duct repair Whole House CFM @50 test to verify that work has been completed to the standard that applies to this circumstance.** Continue with envelope sealing activities if applicable and provide testing results to the Rehab Specialist.

NOTE: May need to seal the rigid ductwork to the cooler. The main duct trunk itself does not need to be sealed along any of its surfaces due to the air barrier being moved to a location above the duct trunk.

Cost: \$ 675<sup>00</sup>

### Ventilation ASHRAE 62.2

(SWS 6.6201.1, 6.6202.1, 6.6205.1, 6.6206.1, 6.9901.1)

Contractor will provide and install a new ASHRAE ceiling exhaust fan, complete. Duct diameter shall be a minimum of 4". Include a backdraft damper, vented to the outdoors, insulated through unconditioned space, roof jack, storm collar, and cap or side mount eyebrow to be sealed weather tight (Eyebrow to match surrounding existing external trim color as close as possible, white with white, brown with brown, etc.). Unit to be hardwired for continuous operation at a pre-set level of 30 CFM, and will increase to a maximum of 80 CFM when the switch is turned on. Breaker at panel must be clearly labeled: "ASHRAE FAN". Adjust high/low delay timer to run 0-60 minutes (to be determined by homeowner), at which time the fan will return to the minimum CFM level of 30 CFM. The fan is to be a minimum 80 CFM model with variable speed controls and Energy Star qualified. The fan must be primarily installed into a central location, if there is no common bathroom then the master bathroom is approved.

NOTE: ASHRAE fan is to be installed into the main bathroom, and is to operate constantly and intermittently controlled by the main light switch. ASHRAE fan must include a humidity sensor to remove atmospheric moisture.

Cost: \$ 500<sup>00</sup>



### Spot Ventilation

(SWS 6.6002.1, 6.6002.2, 6.6002.3, 6.6002.4, 6.6003.1, 6.6003.3, 6.6003.6, 6.6005.1, 6.6005.2, 6.6005.4)

Contractor is to provide and install new spot ventilation in the indicated areas below. Include a back-draft damper, properly sized vent pipe ducted to the outdoors, roof jack, storm collar, and cap or sidewall eyebrow, to be properly sealed weather tight with approved materials. Provide and install all necessary wiring to the existing switch and make all electrical connections to all local and state code. System must be tested to verify proper operation when completed.

NOTE: Install a simple 50 CFM exhaust fan (Broan 688 or equivalent) in the small bathroom ducted to the outside.

Cost: \$ 200<sup>00</sup>

### Install Range Hood

(SWS 6.6002.1, 6.6002.2, 6.6002.3, 6.6002.4, 6.6003.1, 6.6003.3, 6.6003.6, 6.6005.1, 6.6005.2, 6.6005.4)

Contractor is to provide and install a new range hood in the indicated areas below. Include a back-draft damper, properly sized vent pipe ducted to the outdoors, roof jack, storm collar, and cap, to be properly sealed weather tight with approved materials. Make all necessary electrical connections to code. All features and fan settings must be tested to verify proper operation when completed.

NOTE: Install new hood exhaust over existing stove. New hood exhaust must be Energy Star rated and have a 100 CFM minimum output performance. Any existing penetration which is not filled with the new installation must be repaired to a rough finish, client will be responsible to paint patch.

Cost: \$ 250<sup>00</sup>

### Repair Ceiling Fans

Thoroughly service the existing ceiling fans and repair all problems found. Repairs must include checking each fan's attachment to the structure (ceiling) and ensuring all fans are mounted solidly and flush to the ceiling, inspecting and testing the electrical components confirming all features are working as designed, rebalancing the fan blades to remove any wobbling during fan movement (on all speeds), and general cleaning of all blades and housing components.

NOTE: Contact the General Contractor if any major problems are found during the repairing process to schedule a site visit to document the severity of the problem and determine how to proceed.

Cost: \$ 450<sup>00</sup>



**Room Pressure Relief**

(SWS 6.6201.2, 6.6201.3)

Contractor to provide and install all materials requires for the chosen pressure relief system. A pressure relief system must be installed for any bedroom which requires this measure. This item is to be determined and designed by the contractor (there are several methods to choose from as the structural conditions may dictate and all limits must be exceeded where they apply such as the maximum amount to undercut doors etc.), initial audit has found pressure relief problems in one or all bedrooms, which may or may not be present after all measures of improvement have been met. This measure can only be determined during the time of the post envelope sealing to obtain an accurate reading. All conclusive results must be recorded in the required paperwork and provided to the Rehab Specialist.

NOTES: Add pressure relief as needed, unable to test for room pressures at the time of the initial audit since there was no damper for the evaporative cooler. Recommended to use a "Tamarack" return air transfer grille. "Tamarack" is a BPI certified product.

Cost: \$ 200.00

**Install CO & Smoke Alarm**

(SWS 2.0301.1, 2.0301.2)

Install a new carbon monoxide and smoke detector in a communal area location of the home. Installation PMI to be valid.

NOTE: Contact the Housing Project Administrator to receive a county supplied carbon monoxide and smoke detector.

Cost: \$ 150.00

## Envelope Measures

### Envelope Worker Safety

(SWS 2.0100.1, 2.0100.2, 2.0103.1, 2.0103.2, 2.0104.1)

It is required to follow all recommended safety protocol, WAP, and DOE requirements when performing envelope work. All necessary PPE and work safety equipment must be readily available for all workers throughout the work processes. This is to ensure and provide a safe and stable work environment that will support and sustain the work to be performed and for work to be completed safely without injury, hazardous exposure, or property damage. Any damage to the homeowner's private property will be replaced or repaired back to new condition at the contractor's expense, complete.

### Seal Envelope Complete

(SWS 3.10 thru 3.19, 3.1901.1, 3.1901.2)

Health and safety policies must be followed always (see GOEP guidelines). Contractor is to supply all necessary materials and labor to establish a continuous air barrier envelope inside the structure. Envelope sealing can only be performed by a trained technician and in conjunction with pressure diagnostics. Utilize approved products only for this process. The structure must meet WAP and SWS requirements. All other repairs and duct sealing must be completed prior to envelope sealing. Upon completion of envelope sealing work notify the Project Administrator to coordinate a third party final audit.

NOTE: Only spend 2 man hours on this measure. Only seal the obvious air leakage (drain pipe penetrations, large holes or cracks which are leaking, etc.). Do not seal surface violations which are not leaking. Any drywall repairs will have its specific line item.

Cost: \$ 200.00

### Seal Mechanical Closet

(SWS 3.1102.1, 3.1901.1, 3.1901.3, 3.1901.1, 3.1901.2)

Contractor is to supply all materials to remove or repair all damaged surfaces in the mechanical closet with approved materials, seal all joints, cracks, and unnecessary penetrations in all surfaces to all local codes. Contractor must complete this task to a rough finish; homeowner is responsible for any final trim work such as painting, texturing, etc.

NOTE: The lid in the mechanical closet is virtually missing and must be repaired. Complete to a rough-in condition (mud and tape). Homeowner will be responsible for any painting of the surfaces.

Cost: \$ 200.00

**Seal Existing Drop Soffit**

(SWS 3.1003.6, 3.1003.4, 3.1003.5, 3.1001.3, 3.1003.1, 3.1003.3)

Install a rigid material over the top of the drop soffit which houses the duct trunk, material must be able to sustain an average person's weight. Material must be sealed at all joints and seams along beams duct take offs (to the cooler). This is to establish the air barrier above the ductwork and bring the ductwork inside the thermal barrier.

NOTE: Existing duct trunk is in a drop soffit running down the hallway, and must be brought into the air barrier effectively sealing all existing violations (ducts leaking into conditioned space is not a violation).

Cost: \$ 200<sup>00</sup>

**Repair Ceiling**

Patch holes in the sheetrock in all walls, ceilings, and specified areas. Tape, mud, and texture to match existing surfaces surrounding patch. Homeowner will be responsible to paint the new rough patch.

NOTE: Repair the ceilings in both bathrooms to a rough-in finish, must tape, mud, and texture surface to match surrounding area. Homeowner will be responsible to paint the surfaces. It is the homeowner's responsibility to paint these surfaces ASAP to seal surface from moisture.

Cost: \$ 100<sup>00</sup>

**Seal Top / Bottom Plates**

(SWS 3.14, 3.1901.1, 3.1901.2)

Seal all top and /or bottom plate penetrations in the attic or crawl space. Use approved sealants only (expansion foam or caulking). Apply sealant to eliminate air communication down or up the wall bays. (This method may be the easiest way to eliminate infiltration when done properly).

NOTE: Inspect attic and/or crawl space prior to installing insulation and seal all top and bottom plate penetrations to prevent infiltration from communicating through the walls of the structure, use approved sealant such as an DOE approved caulking, this technique can and will address most existing interior infiltration.

Cost: \$ 200<sup>00</sup>

**Repair Existing Doors**

Repair the existing door leading to the carport. Existing conditions are not allowing the door to shut properly and must be repaired. Carport door may need to be sealed with weather stripping and door gasket to remove any infiltration problems.

Replace glass in the existing back door, if glass is not replaceable then a permanent wood patch must be installed and properly sealed to prevent infiltration, cleanly cut wood patch square to fit into available space and use approved sealant.

NOTE: If damage to either door is too extensive contact the General Contractor for a site inspection and determine how to proceed.

Cost: \$ 300<sup>00</sup>

## Insulation Measures

### Insulation Worker Safety

(SWS 2.0100.1, 2.0100.2, 2.0103.1, 2.0103.2, 2.0104.1)

It is required to follow all recommended safety protocol, WAP, and DOE requirements when performing insulation work. All necessary PPE and work safety equipment must be readily available for all workers throughout the work processes. This is to ensure and provide a safe and stable work environment that will support and sustain the work to be performed and for work to be completed safely without injury, hazardous exposure, or property damage. Any damage to the homeowner's private property will be replaced or repaired back to new condition at the contractor's expense, complete.

### Install Attic Insulation

(SWS 4.1001, 4.1003, 4.1004, 4.1005, 4.1006, 4.1008)

Remove all non-insulation debris and any abandoned duct trunk, runs, or completely fill their interior with the dense pack method to eliminate future settling. No fluffing of loose fill insulation in attic open areas, per Insulation Contractors Association of America (ICAA). All existing insulation is to be removed or repaired by addressing ALL misalignments, voids, gaps. Install baffles as needed in accordance with NFPA requirements, install dam walls around any vent piping or chimney stacks which requires insulation protection.

Prior to the installation the contractor must confirm that the air barrier HAS BEEN established.

- 01) The removal or proper repair of the old insulation.
- 02) The removal of all non-insulation debris.
- 03) Seal all top plate penetrations with accepted materials.
- 04) Established air barrier(s) over any drop soffits.
- 05) Established air barrier(s) over all dropped ceilings (closets, ductwork etc.).
- 06) Established air barrier(s) over chases and shafts for ductwork, plumbing, and utilities.
- 07) The sealing of all top plate holes which run down walls allowing for electrical lines, any piping, or non-occupied holes.
- 08) The proper repair of any open electrical junction boxes.
- 09) Maintained clearance from combustible materials in accordance with NFPA requirements.

Each of these areas must be capped and/or sealed with a rigid material and/or sealant approved by WAP or a DOE to ensure a that there are no existing thermal bypasses. Contractor to supply and install a minimum of 1 visible measure marker per 600 sq. /ft. (evenly spaced), and is to be flush with the attic deck to represent a true measure of depth. Contractor is to supply and install the insulation (must conform to ASTM C764-84), as level as possible and to a minimum depth which produces an R-38 value (must calculate for settling), finished installation must be completely over the entire conditioned area. A material label and bag count must be submitted with the paperwork for future QCI's.

The scuttle access must be insulated to the maximum value structurally allowable up to the R-value of the adjoining insulated assembly. The scuttle hatch rough opening will be surrounded with a durable protective dam wall that is higher than the level of the surrounding attic (SWS 4.1006.2a). The scuttle hatch frame will be sealed using DOE material (SWS 4.1006.2b). Scuttle door shall be easily pushed open for simple accessing.

NOTE: The finished work performance will be verified and documented with an F.L.I.R. camera. Any non-performance found will be required to be reworked at the contractor's expense.

Cost: \$ 1500.00

## General Repairs

### Install LED Light Bulbs

Supply and install 11 LED light bulbs to replace the existing bulbs in the high use areas.

NOTE: Work with client to choose from a daylight and soft light style of bulb. New LED bulbs must be no more than 9w each. Must install 11 LED bulbs in total (this is not LC/NC).

Cost: \$ 100.<sup>00</sup>

### Lite Electrical Repairs

Inspect all existing wall plates (switch & receptacle) and replace any which are found to be missing or broken. Replace with a color which matches surrounding plates in the immediate area. Install J-box covers onto any J-boxes which are missing covers. Install ribbons directly above any J-boxes in the attic to mark their locations after installation of insulation. Install bubble covers over any receptacles located outside.

Cost: \$ 100.<sup>00</sup>

### Reseal Roof Jacks

Clean and apply appropriate sealant approved by DOE to all existing roof jacks and penetrations.

NOTE: Existing roof jacks are showing some wear and UV damage which must receive a fresh application of sealant.

Cost: \$ 100.<sup>00</sup>

## LC / NC Measures

### Install Low Flow Devices

Supply and install a low-flow removable shower head and faucet aerators in kitchen and bathrooms.

NOTE: Install new devices in all locations which you can do so (3 sinks, 1 shower).

Cost: \$ 250<sup>00</sup>

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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

James Menlove, County Manager  
Phone (928) 425-3231 Ext. 8761

Teresa Williams, Interim Finance Director  
Phone (928) 425-3231 Ext. 8516

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 112017-1**  
**REHABILITATION PROJECT 11129**  
**COMMUNITY SERVICES**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of December, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and D & R Management, LLC, of the Town 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 **Community Services Director** 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 112017-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 112017-1** 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 112017-1**, 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:** 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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through December 20, 2017.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,500.00 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. 112017-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 12.13.17

D & R MANAGEMENT, LLC

  
Signature

DONALD FLOWERS  
Print Name

D & R Management LLC, AZROC 284820 KB2  
383 S. Old Meadow Lane  
Payson, AZ 85541 US  
Tel 480-329-3314  
donflowers@hotmail.com

1116.2017

BILL TO

Gila County  
5515 S. Apache Avenue,  
Ste, 200  
Globe, AZ 85501

QUANTITY

RATES

Remodeling

\$50.00  
per hour

\$200.0

Trip  
charge

Thank you for your business!

D & R Management LLC, AZROC 284820 KB2  
383 S Old Meadow Lane  
Payson, AZ 85541 US  
(480) 329-3314  
donflowers@hotmail.com

# INVOICE

**BILL TO**  
Gila County

**INVOICE #** 1120  
**DATE** 10/31/2017  
**DUE DATE** 11/15/2017

HH# 11129

ACTIVITY	AMOUNT
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Exterior remodelling	2,500.00
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Partial payment for services rendered for ADA access to home at . The following description is the improvements made. Remove rear door on home and replace with 40 inch steel door with door jamb and threshold. Move light switch over towards window to accommodate new door. Door casing and paint included. Remove existing deck at rear of home . Provide 4 x 6 deck with rails to allow easy and level access to rear door. Provide 32-foot ramp with handrails on both sides to facilitate ease of chair accessing new patio. Modify existing fencing system to accommodate length of ramp to front of house. Provide four foot gate for entrance to ramp. Provide 12 by 12 pavers to add to existing pavers if needed.

<b>BALANCE DUE</b>	<b>\$2,500.00</b>
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**ARF-4700**

**Executive Session Item 8. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: Scott Buzan, Community Development Division Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Community Development

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Information

Request/Subject

Ray Stephens and Julie La Magna, owners and operators of Trident Winery - Ongoing Violations of the Gila County Zoning Ordinance.

Background Information

On September 8, 2017, a hearing was conducted by Hearing Officer Donald Voakes on Gila County Community Development Division Complaint No. CP1705-005. The case involved a violation of Gila County's Zoning Ordinance by Ray Stephens and Julie La Magna, owners and operators of Trident Winery in Pine, Arizona. At the conclusion of the hearing, Hearing Officer Voakes ruled in favor of the Community Development Division and a Final Judgment was issued.

On October 31, 2017, the Board of Supervisors held an appellate review hearing to affirm, modify, or reverse the decision of the Gila County Hearing Officer regarding this case and voted unanimously to uphold the Hearing Officer's decision.

Since that time, Mr. Stephens and Ms. La Magna have not made any attempt to bring the violating property into compliance with the Gila County Zoning Ordinance.

Evaluation

The Gila County Attorney's Office needs the Board to timely consider this matter and give instructions regarding the Board's position regarding possible future legal actions.

Conclusion



The Gila County Attorney's Office needs the Board's instructions regarding the Board's position regarding possible future legal actions to be taken against Ray Stephens and Julie La Magna, owners and operators of Trident Winery.

### Recommendation

The Gila County Attorney's Office recommends that the Gila County Board of Supervisors vote to go into executive session, under A.R.S. Section 38-431.03(A)(3)-(4), to discuss and consult with its attorneys regarding possible future legal actions to be taken against Ray Stephens and Julie La Magna, owners and operators of Trident Winery.

### Suggested Motion

Information/Discussion/Action: Vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3)-(4) to discuss and consult with the attorneys for the Board of Supervisors regarding Ray Stephens and Julie La Magna, owners and operators of Trident Winery, consider its position, and receive legal advice from and instruct its attorneys regarding the public body's position in the matter, and after the regular meeting has been reconvened, move to direct its attorneys to proceed as directed in the executive session regarding this agenda item. **(Jeff Dalton)**

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### Attachments

*No file(s) attached.*

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**ARF-4690**

**Work Session Item 9. A.**

**Regular BOS Meeting**

Meeting Date: 01/23/2018

Submitted For: James Menlove, County Manager

Submitted By: Janice Cook, Executive Administrative Assistant

Department: County Manager

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Information

Request/Subject

Summer Youth Employment Program.

Background Information

For Summer 2018, the Gila County Board of Supervisors will expand the number of youth employed and better define the parameters and processes for employing community youth.

Evaluation

Administration proposes to build on the improvements made in 2017 for 2018 and to evaluate the County's capacity, funding sources, costs and liabilities, enrollment processes and participant qualifications, etc., as well as looking for potential opportunities and partnerships with federal, state and local governments and Gila County businesses.

Conclusion

A Summer Youth Employment Program benefits those that are employed by developing employable skills and providing a positive work experience. Employers also benefit by preparing a future employable work force.

Recommendation

The Board of Supervisors may direct staff to further develop the Summer Youth Employment Program for 2018.

Suggested Motion

Information/Discussion regarding summer youth employment/on-the-job training within Gila County and potential partnerships outside the County, as well as program costs, capacity, enrollment processes and worker qualification, costs and liabilities, etc. **(James Menlove)**

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Attachments

Supervisor Cline's Handout at the Meeting

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# **GILA COUNTY YOUTH WORK PROGRAM**

## **PROGRAM DESIGN**

### **Introduction**

Even though Gila County has utilized summer workers in the past there has never been an organized effort to build a program around community partners and to include an educational component. Our long-term goal is to develop a county-wide youth employment program that includes participation with cities and towns and will be sustainable into the future.

### **Program Dates**

June 4 through July 13

### **Cost per Participant**

\$10.50 per hour X 40 hours = \$420 X 6 weeks = \$2,520

\$2,520 .20 (ERE) = \$504/\$2,520 plus \$504 = \$3,024 total cost per worker

### **Partners**

- County departments
- Gila Community College – The College will provide work readiness training and help to develop curriculum that will lead to College credit for summer workers.
- AZ at Work/WIOA (Workforce Investment Opportunity Act) funding – target group for WIOA are out-of-school youth. The program has eligibility criteria that must be met and this group could be used in County departments and also with cities & towns as well as the private sector. Participants must agree to continue involvement with the program after the summer work experience ends. Summer of 2017, WIOA participants worked in County departments and 2 were enrolled in Young.
- Forest Service (FS) – We have been partnering with the FS since the summer of 2017. Workers were placed with the FS in Young and in Payson. For the summer of 2018, the FS and Town of Payson have identified a trails project within the Town that will utilize County funded and Town funded workers.
- Cities/Towns (Globe, Miami, Hayden, Winkelman, Payson, Star Valley)
- School Superintendent (STEM – Science, Technology, Engineering & Math)
- San Carlos TANF (Temporary Assistance to Needy Families)

### **Program Components**

- Interviews
- Orientation for both workers and supervisors (Board of Supervisors' staff)
- Work readiness training

## **Outreach/Recruitment (Participants and Worksites)**

### **Eligibility -**

The County's job announcement states that the temporary employment assignments are open to "high school juniors and seniors and those enrolled in the next college semester" as the eligibility criteria for applicants.

A national objective targets "disengaged" youth and they are described as those that have graduated high school, but have not returned to school, are not working and in general lack direction. This group will be targeted as well.

The County "temporary worker" job announcement will act as the eligibility criteria.

### **Gila County Human Resources (HR)/County Departments -**

Work with HR to gather information regarding the summer work program from County departments. According to HR, last year some of the departments stated they did not have enough projects for a full-time worker.

For the summer of 2018, gather information from departmental staff and develop a plan to share workers between departments. Also, for the departments that don't have enough funding for a temporary worker, we will place a worker funded by the Board of Supervisors with them or possibly refer a WIOA worker.

### **HR -**

- Post job announcement
- Assist with scheduling interviews
- Assist with orientation/training

### **Cities/Towns -**

Supervisor Cline has been meeting with cities and town staff and elected officials to discuss the summer program. To date, meetings have been held with Globe, Winkelman, and Payson. A presentation will be made in February or early March to the Star Valley Council and also with the San Carlos TANF program.

## **Intergovernmental Agreement (IGA)**

Staff along with the County Attorney's Office will develop an IGA to cover costs and responsibilities with regard to the summer program workers.

### **Timeline**

A timeline will be developed by the end of March establishing dates for orientations, IGA returns, etc.

**Education Component**

Prior to the first day of work, participants will be required to attend an orientation and work readiness training that will cover at a minimum: importance of punctuality, attendance, presenting a neat appearance, exhibiting good conduct, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job.

Since this will be required prior to the first day of work, we will either pay participants or offer an incentive.

**Workshop/s**

During the work experience period participants will be gathered for a day of training, speakers, activities and lunch. The Gila County School Superintendent's Office will assist in the planning and implementation of this event.