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

REGULAR MEETING - TUESDAY, APRIL 21, 2015 - 10:00 A.M.

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

2. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to adopt Proclamation No. 2015-07 to proclaim May 7, 2015, as the National Day of Prayer in Gila County. **(Jerry Green)**

   B. Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Emergency Management 2015 Application for the Emergency Management Performance Grant Funds in the amount of $160,000 with a General Fund match of $110,000 and a soft match of volunteer hours of $50,000 for the period of October 1, 2015, to September 30, 2016, which, if approved, will enable the Health and Emergency Services Division to continue to provide and improve its response and recovery activities through implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies. **(Michael O'Driscoll)**

   C. Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Health Services Ebola Phase 2 Funding Application in the amount of $28,193.25 for the period of April 2015 to September 2016 which, if approved, will enable the Health and Emergency Services Division improve its public health planning and preparedness for novel diseases like Ebola. **(Michael**

O'Driscoll)

D. Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2015, CT660S SBA 6x4 roll-on/roll-off truck in the total amount $196,197.41; and authorize the Chairman's signature on the Customer Purchase Agreement. **(Jeff Hessenius and Steve Stratton)**

E. Information/Discussion/Action to approve Agreement No. 032615-1 between Gila County and the Gila County Rodeo Committee to provide an economic development grant in the amount of $10,000 that will be used to offset the costs incurred for the 2015 Copper Dust Stampede Rodeo on May 8-9, 2015. **(Jeff Hessenius and Steve Stratton)**

F. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121014-2 - Copper Administration Building Roof Replacement; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius and Steve Stratton)**

G. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 121714 for the design-build of new metal steps and landings for the Payson Courthouse. **(Jeff Hessenius and Steve Stratton)**

H. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 032615 - Food and Laundry Services for the Gila County Detention Center to replace the expiring contract which provides meals and laundry services to Gila County inmates. **(Jeff Hessenius and Justin Solberg)**

I. Information/Discussion/Action to approve sale for $1.00 to the Friends of the Tonto Natural Bridge State Park, as follows: 1) guard rails - 18 pieces, various lengths 6 feet to 16 feet to total the 179 feet required; and, 2) railroad ties or guard rail posts - 19 four foot, 4 five foot, 6 six foot in order to improve and help maintain the Tonto Natural Bridge State Park. **(Steve Stratton)**

J. Information/Discussion/Action regarding changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2015, as follows: 1) Adopt Schedule A - Employee Insurance Contributions FY 2016 (attached to the agenda item); and, 2) approve the addition of Flexible Spending Accounts to the insurance and benefit options available to employees through the Arizona Local Government Employee Benefit Trust. **(Jacque Griffin)**

3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

A. Approval of five separate Amendments to five separate Professional Services Contracts, which are between Gila County and various attorneys who are utilized by the Superior Court to increase the contract amounts in order to ensure that adequate funds are available through the remainder of the contracts, all of which expire on June 30, 2015.

B. Authorization for the Sheriff's Office electronic submission of a FY2016 Drug, Gang and Violent Crime Control Grant Application in the amount of $547,411.00 which includes a 25% match requirement, to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force.

C. Approval of the Gila County Rodeo Committee's request to use the Fairgrounds' Rodeo Arena for the Copper Dust Stampede Rodeo on May 7-9, 2015, and the Exhibit Hall on May 7, 2015, for the Sponsors' Dinner, with a waiver of fees.

D. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo at the Gila County Fairgrounds on May 7-9, 2015.

E. Approval of a Special Event Liquor License Application submitted by Arizona State Parks Foundation to serve liquor during a fund-raiser event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation, to be held on October 3, 2015.

F. Acknowledgment of the March 2015 monthly activity report submitted by the Globe Regional Constable's Office.

G. Acknowledgment of the February 2015 monthly activity report submitted by the Recorder's Office.

H. Acknowledgment of the March 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Approval of the March 10, 2015; March 17, 2015; and March 31, 2015, Board of Supervisors' meeting minutes.

J. Acknowledgment of the Human Resources reports for the weeks of March 3, 2015, March 10, 2015, March 17, 2015, March 24, 2015, and March 31, 2015.

K. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of March 16, 2015, to March 20, 2015; March 23, 2015 to March 27, 2015; and March 30, 2015 to April 03, 2015.

L. Approval of finance reports/demands/transfers for the weeks of April 14, 2015, and April 21, 2015.

4. **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.

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

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

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

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

ARF-3102 **Regular Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 04/21/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Proclamation No. 2015-07 - National Day of Prayer.

Background Information

The first Thursday in May has been designated as the National Day of Prayer since 1988. Historically, the Governor of the State of Arizona and the President of the United States each year adopts a proclamation to proclaim the first Thursday in May as the National Day of Prayer. For many years, the Gila County Board of Supervisors has also adopted a proclamation for same.

Evaluation

Each year the Board of Supervisors adopts a proclamation to declare a date certain in May (first Thursday in May) as the National Day of Prayer and encourages all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

This year's theme is "Lord, Hear Our Cry" and the theme verse is 1 Kings 8:28, "Hear the cry and the prayer that your servant is praying in your presence this day."

There are many observances of the National Day of Prayer scheduled for May 7, 2015, in Payson, Pine and the Globe-Miami area.

Conclusion

Jerry Green has agreed to present this proclamation to the Board of Supervisors to proclaim May 7, 2015, as the National Day of Prayer in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 2015-07 to proclaim May 7, 2015, as the National Day of Prayer.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-07 to proclaim May 7, 2015, as the National Day of Prayer in Gila County. **(Jerry Green)**

Attachments

Proclamation 2015-07

PROCLAMATION NO. 2015-07

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING MAY 7, 2015, AS THE NATIONAL DAY OF PRAYER IN GILA COUNTY.

WHEREAS, the National Day of Prayer was officially created in 1952 by a joint resolution of the U.S. Congress, and signed into law by President Harry Truman; and

WHEREAS, the first Thursday of May has been designated as the National Day of Prayer since 1988; and

WHEREAS, the pilgrims prayed on the Mayflower and their first act upon touching the soil in America was to kneel and pray; and

WHEREAS, each year the Governor of the State of Arizona historically proclaims the first Thursday in May as the National Day of Prayer for the State of Arizona; and

WHEREAS, each year the President of the United States historically proclaims the first Thursday in May as the National Day of Prayer for the United States of America; and

WHEREAS, this year's theme is "Lord, Hear Our Cry" and the theme verse is 1 Kings 8:28: "Hear the cry and the prayer that your servant is praying in your presence this day;" and

WHEREAS, many observances of the National Day of Prayer are scheduled for May 7, 2015, in Payson, Pine, and the Globe/Miami area;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim May 7, 2015, as the National Day of Prayer in Gila County and encourage all citizens to pray on their own and give thanks for the rich blessings of our County, State and Nation.

PASSED AND ADOPTED this 21st day of April 2015.

ATTEST:

_____
Marian Sheppard, Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman

ARF-3114 **Regular Agenda Item** **2. B.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Josh Beck, PHEP Manager, Health & Emergency Services Division		
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	FFY 2015-2016	Budgeted?:	No
Contract Dates Begin & End:	10/1/15 to 9/30/16	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

Arizona Department of Emergency Management 2015 Application for Emergency Management Performance Grant Funds

Background Information

The Emergency Management Performance Grant (EMPG) Program will provide over $350 million to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas to bolster emergency preparedness for all hazards at all levels of government. Applications are due no later than April 24, 2015.

Under the Stafford Act, FEMA (Federal Emergency Management Agency) is authorized to make grants to bolster emergency preparedness for the protection of life and property in the United States. The federal government, through the EMPG Program, provides necessary direction, coordination, guidance, and assistance so that a comprehensive emergency preparedness system exists for all hazards and for all levels of government.

This grant will be used primarily to staff Emergency Management with personnel working to plan, prepare, and respond to all emergencies in order to reduce the loss of life and property. Gila County coordinates response and recovery activities through implementation of emergency response plans during and after emergencies.

This year's priorities include: 1) completing the update of the northern and southern Gila County wildfire protection plans, 2) develop tactical interoperability plan, 3) update emergency operations plan, 4) beginning process of stakeholder engagement toward COOP (Continuity of Operations Programs), 5) rebuild our communication systems and processes for emergencies, and 6) selection, purchase, implementation of a community wide mass notification system.

Evaluation

This grant will be used primarily to staff Emergency Management with personnel working to plan, prepare, and respond to all emergencies in order to reduce the loss of life and property. Gila County coordinates response and recovery activities through implementation of emergency response plans during and after emergencies.

This year's priorities include: 1) completing the update of the northern and southern Gila County wildfire protection plans, 2) develop tactical interoperability plan, 3) update emergency operations plan, 4) beginning process of stakeholder engagement toward COOP, 5) rebuild our communication systems and processes for emergencies, and 6) selection, purchase, implementation of a community wide mass notification system.

Conclusion

Approval of this grant application will allow the Gila County Division of Health and Emergency Services to improve its response and recovery activities through implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve our application for the Arizona Department of Emergency Management Emergency Management Performance Grant in the amount of $160,000 with a general fund match of $110,000 and a soft match of volunteer hours of $50,000 for the period of 10/1/15 to 9/30/16.

Suggested Motion

Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Emergency Management 2015 Application for the Emergency Management Performance Grant Funds in the amount of $160,000 with a General Fund match of $110,000 and a soft match of volunteer hours of $50,000 for the period of October 1, 2015, to September 30, 2016, which, if approved, will enable the Health and Emergency Services Division to continue to provide and improve its response and recovery activities through implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies. **(Michael O'Driscoll)**

Attachments

EMPG Grant Application

EMPG Workplan

EMPG Budget

EMPG Application for Assistance

Certification Regarding Lobbying

Request for EMPG Funds
Federal Fiscal Year 2015
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

Please contact Diane Fernandez at Diane.fernandez@azdema.gov or 602-464-6268 if you have any questions regarding this application.

Jurisdiction:	**Gila**		
EMPG Status	X Current EMPG Program participant ☐ New EMPG Program applicant	Total Amount Requested	**$ 160,000**

1. **Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds.**
   This grant will be used primarily to staff Gila County with personnel working to plan, prepare, and respond to all emergencies in order to reduce the loss of life and property. Gila County coordinates response and recovery activities through implementation of emergency response plans during and after emergencies.

   This years priorities include: 1) completing update Northern and Southern Wildfire protection plans, 2) develop tactical interoperability plan, 3) update emergency operations plan, 4) beginning process of stakeholder engagement toward COOP, 5) rebuild our communication systems and processes for emergencies, and 6) selection, purchase, implementation of a community wide mass notification system.

2. **Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.**

☐ Full–time, permanent staff whose primary responsibility is as the emergency manager/coordinator
X Emergency manager/coordinator duties are assigned to full–time staff with other significant duties
☐ Emergency manager/coordinator is a part–time, or seasonal position, or contracted
☐ Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

3. **List the name and position title of each staff member whose position is funded through the EMPG Program, or used as EMPG Match.**

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff	If Part-time indicate number of hours worked per week
Name: Michael O'Driscoll **Position:** Division Director, Health & Emergency Services	**Part-time**	50%
Name: Joshua Beck **Position:** EM/PHEP Manager	**Part-time**	50%
Name: Todd Whitney **Position:** Communication Coordinator	**Full-time**	100%
Name: Debbie Blevins **Position:** Financial Clerk	**Part-time**	5%
Name: **Position:**		

4. **Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.**
Gila County General Ledger budget account: 1005-106_4010.10 Regular Salaries and Wages-Emergency Management

Jurisdiction Point of Contact:

1. **Name:** Jeff Hessenius
2. **Address:** 1400 E Ash St., Globe, AZ, 85501
3. **Telephone Number:** 928-402-8743
4. **Fax Number:** 928-425-7056
5. **Email Address:** jhessenius@gilacountyaz.gov

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:
Printed Name: Jeff Hessenius

Signature 3/30/15

Jurisdiction Signatory Official:
Printed Name: Michael O'Driscoll

Signature
3/30/15

Complete the EMPG Detailed Budget and Annual Work Plan below and include with application.

Federal Fiscal Year 2015
Emergency Management Program Grant Detailed Budget

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Personnel			
Position Title	**Annual Salary**	**% of Time Devoted to Grant**	**Total Personnel Costs**
Division Director	$87,247	50%	$43,624
EM/PHEP Manager	$55,700	50%	$27,850
Communications Coordinator	$48,000	100%	$48,000
Financial Clerk	$23,857	5%	$1,192
Volunteer hours for soft match	$50,000	100%	$50,000
		Total Personnel	**$ 170,666**
		Total Federal Contribution	**$85,333**
		Total Non-Federal Contribution	**$ 85,333**

B. Fringe Benefits

Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

Fringe Benefits			
Position Title	**Annual Fringe Benefit**	**% of Time Devoted to Grant**	**Total Fringe Benefit Cost**
Division Director	$34,900	50%	$17,450
EM/PHEP Manager	$22,280	50%	$11,140
Communications Coordinator	$19,200	100%	$19,200
Financial Clerk	$9542	5%	$480
		Total Fringe Benefits	**$ 48,270**
		Total Federal Contribution	**$ 24,135**
		Total Non-Federal Contribution	**$ 24,135**

C. Travel

Itemize travel expenses of personnel by trip. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence).

Travel						
Travel Description	Location	Number of People	Rate	Days/Miles	Total cost (Number of People X Rate X Days or Qty)	Travel Dates
Meals & Incidentals		2	50	8	$ 800	TBD
Airfare						
Lodging		2	151.00	3	$ 1,208	
Mileage			0.51	10056	$ 5,128	
Other						
NIMS/ICS Compliant Preparedness Conference/Seminars	Out of State					
Meals & Incidentals		4	60	4	$ 960	TBD
Airfare		4	500		$ 2000	
Lodging		4	150	3	$ 1800	
Rental Vehicle						
Other						
					Total Travel	$11,896
					Total Federal Contribution	$5,948
					Total Non-Federal Contribution	$5,948

D. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. In the narrative explain how the equipment is necessary and what funds will be utilized to sustain the equipment.

Equipment				
AEL Category	Item Description	Number of Items	Cost per Item	Total Cost of Items
N/A				
			Total Equipment	$
			Total Federal Contribution	$
			Total Non-Federal Contribution	$

Equipment Narrative

Explain how the equipment is necessary and what funds will be utilized to sustain the equipment.

E. Supplies

Generally, supplies include any materials that are expendable or consumed during the course of a year. List items by type (office supplies, postage, training materials, copying paper, and other expendable items.) and show the basis for computation.

Supplies			
Item description	Number of items	Cost per	Cost = Number of items X Cost per item
Office Supplies	Annual-1		$2,000
Food for meetings	Annual-1		$500
Community Outreach	Annual-1		$2,868
Postage	Annual-1		$100
		Total Supply	$5,468
		Total Federal Contribution	$2,734
		Total Non-Federal Contribution	$2,734

Supplies Narrative

Describe what the supplies will be used for and how you derived at your estimate. If possible, please describe the types of supplies you are projecting to purchase.

Office supplies are used for day-to-day operations. Food is sometimes included in LEPC and tabletop meetings which run through lunch or dinner. Community outreach supplies are used for our Northern and Southern CERT.

F. Contractual

Consultants/Contracts				
Description	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Monthly Copier Maintenance	Konica Minolta Business Solutions Inc., USA	Annual Contract	1 year	$1,000
Monthly Radio Maintenance	Canyon State Wireless Communications	Annual Contract	1 year	$4,800
			Total Contractual	$5,800
			Total Federal Contribution	$2,900
			Total Non-Federal Contribution	$2,900

Contractual Narrative

Describe what the contractual services are providing to you and how they support your emergency management work plan.

Monthly Copier Maintenance: supports operational activities

Monthly Radio Maintenance: supports radio communications equipment such as tower repeaters, handheld and mobile radios for field response.

G. Other Costs

In this list any other items or services that do not fall under the above listed categories.

Other Costs			
	Number of Units	Cost Per Unit	Total Cost = Number of Units X Cost Per Unit
Telephone services	Annual Estimate		$5,400
Utilities (Electric and Natural Gas)	Annual Estimate		$1,500
Professional Consulting	Annual Estimate		$40,000
Employee Training and Dues	Annual Estimate		$1,000
Lease for building and grounds	Annual Estimate		$30,000
		Total Other	**$77,900**
		Total Federal Contribution	**$38,950**
		Total Non-Federal Contribution	**$38,950**

Other Narrative

Describe what these costs are and how they support your emergency management work plan.

Federal Fiscal Year 2015
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	**Gila County**

Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Arizona Division of Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal(s) can be reimbursed or used as local match through EMPG.

2015 EMPG Special Conditions/Grant Assurances

Check the boxes below indicating your understanding and concurrence with the following conditions and assurances:

- X ADEM staff will conduct an Emergency Management Performance Grant (EMPG) on-site grant review during the period of performance. Jurisdictions may be required, during this site visit, to provide a spending plan to ADEM.
- X Participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA) and/or Tribal partners can choose to independently develop and submit a Threat and Hazard identification and Risk Assessment and submit directly to DHS/FEMA by December 31, 2015.
- X Develop a multi–year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW).
- X Establish and maintain compliance with the National Incident Management System (NIMS).

Select from the following items and check the boxes below indicating the emergency management (EM) goals
your jurisdiction's emergency management program plans to accomplish this grant performance period. The items checked will require updates in your quarterly programmatic reports.

2015 EMPG Grant Activities

Mitigation Plans

- ☐ Conduct a hazard analysis and risk assessment prior to mitigation plan development
- ☐ Develop/enhance all-hazards mitigation plans

Emergency Management/ Operation Plans

- X Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- ☐ Modify existing incident management and emergency operations plans
- ☐ Develop/enhance comprehensive emergency management plans
- ☐ Develop/enhance large-scale and catastrophic event incident plans

Communications Plans

- ☐ Develop/enhance communication interoperability plans
- X Develop/enhance tactical interoperability communications plans

Continuity/ Administrative Plans

- X Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans
- ☐ Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/ Planning

- ☐ Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- ☐ Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, and private sector/business outreach
- X Build new partnerships to expand planning and citizen capabilities
- ☐ Community-based plans to advance "whole community" security and emergency management

Federal Fiscal Year 2015
EMPG Annual Work Plan (continued)

Jurisdiction:	**Gila County**

- [X] Public education and awareness on emergency management and preparedness
- [ ] Plans to foster public-private sector partnerships
- [ ] Brief civic groups and senior citizens on local hazards and family preparedness plans
- [ ] Conduct awareness, individual response training, and evacuation drills in schools
- [X] Conduct workshops on the local Emergency Operations Plan (EOP) / Emergency Response Plan (ERP)
- [ ] Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- [ ] Publish emergency preparedness information in the local telephone directory
- [ ] Prepare an emergency preparedness calendar for distribution throughout the community
- [X] Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- [ ] Public education and awareness
- [X] Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- [X] Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- [ ] Program evaluations

Resource Management Planning

- [ ] Develop/enhance logistics and resource management plans
- [ ] Develop/enhance volunteer and/or donations management plans
- [ ] Acquisition of critical emergency supplies such as: shelf stable food products, water and/or basic medical supplies. (Acquisition of such items requires FEMA's approval and additional planning strategy.)

Evacuation Planning

- [ ] Develop/enhance evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

Recovery Planning

- [ ] Develop/enhance disaster housing plans (such as create/support a local disaster housing task force)
- [ ] Develop/enhance short-term, intermediate and long-term recovery plans

Training and Exercise

- [X] Develop, update, enhance, or conduct exercise activities
- [X] Develop, update, enhance, or conduct training activities

Equipment

- [ ] Intend to purchase allowable equipment identified within the Authorized Equipment List (AEL) identified by FEMA at https://www.llis.dhs.gov/knowledgebase. Please identify type of equipment by checking appropriate box below.

- [ ] Information Technology (Category 4)
- [ ] Cyber security Enhancement Equipment (Category 5)
- [ ] Interoperable Communications Equipment (Category 6)
- [ ] Detection Equipment (Category 7)
- [ ] Power Equipment (Category 10)
- [ ] Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- [ ] CBRNE Incident Response Vehicles (Category 12)
- [ ] Physical Security Enhancement Equipment (Category 14)
- [ ] CBRNE Logistical Support Equipment (Category 19)
- [ ] Other Authorized Equipment (Category 21)

Complete, scan and submit the EMPG Application and Work Plan to Diane Fernandez, EMPG Grants Coordinator at Diane.fernandez@azdema.gov not later than April 24, 2015.

Sub-Grantee: Gila County Division of Health and Emergency Services

Element: Detailed Budget and Narrative

Budget Narrative

The Gila County office of Emergency Management will ensure, through coordination with County and Local shareholders that the county is prepared to respond to, and recover from, all natural and man-made emergencies. This office will provide the leadership and support to reduce the loss of life and property through an all-hazards emergency management program of mitigation, preparedness, response and recovery throughout Gila County. Our goals are to: Identify and assist in the mitigation of natural and human-caused hazards; Develop and maintain plans for major emergencies/disasters that build on and complement the existing operational policies and procedures of local emergency response agencies; Establish an annual training program that develops and maintains necessary emergency management skills, including conducting exercises to test agency/department emergency response plans and procedures; Provide the direction and coordination to identify and manage the additional resources needed for a major emergency/disaster response; Gather and disseminate information to the public, media and local government agencies to assist in the preparation, response and recovery from major emergencies/disasters; Serve as the focal point for coordination and liaison of activities between local, state and federal government in the response to and recovery from major emergencies/disasters; and Comply with Federal Emergency Management Agency (FEMA) and Arizona Department of Emergency Management (ADEM) requirements for receipt of program funds.

-

The Gila County office of Emergency Management resides within the Division of Health and Emergency Services where it operates in combination with the Public Health Emergency Preparedness grant. The dual program emphasis allows us to focus our efforts without duplicating services or contacts within our community.

How will the Emergency Management Performance Grant be used? This grant will be used primarily to staff Gila County with personnel working to plan, prepare, and respond to all emergencies in order to reduce loss of life and property. Gila County coordinates response and recovery activities through implementation of emergency response plans during and after emergencies. This years priorities include: 1) completing update Northern and Southern Wildfire protection plans, 2) develop tactical interoperability plan, 3) update emergency operations plan, 4) beginning process of stakeholder engagement toward COOP,

5) rebuild our communication systems and processes for emergencies, and 6) selection, purchase, implementation of a community wide mass notification system.

- **Personnel**: The fiscal year 2015 EMPG budget includes an estimated $170,666 in personnel salary costs for emergency management staff's regular time and volunteer hours for soft matching. Gila County Emergency Management is comprised of four (4) employees, four (4) of which are funded by the EMPG Program.
- **Fringe**: The budget includes an estimated $48,270 for fringe benefits costs.
- **Travel**: The budget includes an estimated $11,896 for personnel travel.
    - **In-State travel** is comprised of [Mileage for fleet vehicles, lodging, and meals and incidentals].
    - **Out-of-State travel** is comprised of [Airfare, lodging, rental vehicle, and meals and incidentals].
- **Equipment**:
- **Supplies**: $5,468 includes office supplies for day-to-day use, food for meetings, community outreach supplies to support our volunteer groups, and postage.
- **Contractual/ Local Pass-Through:** $5,800 includes monthly copier maintenance and maintenance of our communication systems.
- **Construction**: At this time, no construction projects are planned.
- **Other costs**: The budget includes an estimated $77,900 for services to include: telephone services, utilities, consultation of plans, employee training and dues, and lease for building and grounds.
- **Match**: [Gila County] acknowledges the match requirements. The federal share that is used toward the EMPG program budget shall not exceed the 50 percent of the total budget. The state and/or sub-grantee (who receives pass-through funds) must equally match (cash or in-kind) the federal contribution.

Element: Intergovernmental Review

Please reference the SF 424 Line 19.

II.B. GENERAL PROGRAM REQUIREMENTS

Element: Existing Emergency Operations Plan (EOP) on file (June 2013)

The Gila County Emergency Management continues to review and update the County Emergency Operations Plan throughout the year and plan to bring a completely revised Plan to the Board of Supervisors for approval by December 2015.

Element: Application documents EOP update verification will be provided by December 31, 2015 via the SPR.

The Gila County Emergency Response Plan (EOP) update verification will be provided by December 2015.

Element: Application documents the Threat and Hazard Identification and Risk Assessment (THIRA) will be updated by December 31, 2015 ***(reference FOA, Appendix A)***

Arizona is on target to submit the annual THIRA update by Dec 31, 2015, as required.
Gila County Emergency Management will participate in the annual THIRA workshop. The work shop is usually scheduled mid-to-late year; or submit a separate THIRA in accordance with EMPG NOFO requirements.

Element: Most recent SPR submitted December 31, 2015 *(Reference FOA, Appendix A – page 24 for Identifying and Assessing Risk and Estimating Capability Programmatic Requirements)*

The 2015 Arizona (AZ) SPR is the result of a collaborative effort by the Arizona Department of Homeland Security, Arizona Department of Emergency and Military Affairs, Division of Emergency Management and involved subject matter experts from a multitude of disciplines across the state representing federal, state, Tribal, local, private sector and non-governmental partners, the "Whole Community" effort. The 2015 AZ SPR was completed in coordination with the 2015 Threat Hazard Identification and Risk Assessment (THIRA) in compliance with Comprehensive Preparedness Guide3 201, Second Edition and submitted in accordance with FEMA Information Bulletin No. 391 and the guidance as part of the National Preparedness System. EMPG funds will be utilized to support comprehensive, all-hazards emergency preparedness system in addressing the shortfalls gaps identified in the THIRA/SPR. Through collaborative efforts with the whole community partners, these tasks and actions will be identified and acted on accordingly when appropriate.

Required State Preparedness Report (SPR) post assessment report area core capabilities in the 2015 SPR the three core capabilities that were required to be identified as being in the greatest danger of decreasing or most progress as a result of a POETE (Planning, Organization, Equipment, Training, and Exercise) assessment are the following (regardless of incremental value-one capability could be very closely ranked to another but a choice must be made):

1. In most dangerous of decreasing, these ranked lowest in comparison to the other core capabilities:
    a. Interdiction and Disruption
    b. Cyber Security
    c. Community Resilience
2. With most progress:
    a. Intelligence and Information Sharing
    b. Environmental Response/Health and Safety
    c. Operational Communications

Element: Work plan outlines how expenditures will address/support gaps identified in the THIRA/SPR

Gila County Emergency Management will address/support gaps identified in the THIRA/SPR.

Element: Application documents funding will sustain National Preparedness Goal (NPG) core capability, and/or any new core capability is clearly linked to NPG

Gila County Emergency Management will sustain National Preparedness Goal (NPG) core capability, and/or any new core capability is clearly linked to NPG.

Element: Assurance provided than any new core capability is deployable in support of regional and national efforts

Gila County Emergency Management assures that any new core capability is deployable in support of regional and national efforts.

Element: Period of performance does not exceed 24 months (October 1, 2013 – September 30, 2015)

Yes. Reference SF 424, Line 17.

Element: Total Federal funds requested do not exceed amount noted in guidance.

Yes. Reference SF 424, estimated funding.

Element: State's 12 month operation period identified.

Yes.

Element: Is the grantee current in the submission of their Program Performance Reports (date of last report) If the report is not current, please explain what effort or contact has been made to ensure grantees meet the requirement.

Gila County Emergency Management is current in the submission of their Program Performance Reports.

Element: Is the grantee current in the submission of their Biannual Strategy Implementation Report (BSIR) (date of last report) If the report is not current, please explain what effort or contact has been made to ensure grantees meet the requirement.

Arizona's BSIR is current. The report is submitted on a semi-annual basis, last report was submitted on January 31, 2015.

Element: Applicant is a member of the Emergency Management Assistance Compact (EMAC) Note: Except for American Samoa and the Northern Mariana Islands

Arizona adopted the Emergency Management Assistance Compact (EMAC) in 2001. Arizona Revised Statute, specifically A.R.S. §26-402, provides legislation for the provision of mutual assistance under EMAC. The Emergency Management Assistance Compact is a basic principle of "neighbor helping neighbor" in time of an emergency. EMAC is intended to provide mutual aid to a state, from an assisting state, that can quickly and effectively respond while providing credentialed, certified resources. EMAC ensures that the resources have the necessary liability and insurance protection, as if they were responding within their own state.

Element: Ensure compliance and/or alignment with NIMS implementation

Gila County ensures compliance and/or alignment with NIMS implementation. Please refer to the Training Data Table submitted with the initial application.

Element: Required AAR/IPs for previous year's funding submitted

The Gila County Emergency Management does complete AAR/IPs for each exercise conducted and submits them to the ADEM Exercise Branch.

Element: SAFECOM Guidance for emergency communications grant compliance adhered to

In relation to the use of FY2015 EMPG funding, Gila County Emergency Management assures the following: Communication Equipment procured with EMPG funds will be in compliance with SAFECOM guidance.

Element: If broadband-related project planned; has requirements identified in IB 386 been met

In relation to the use of FY2015 EMPG funding, Gila County Emergency Management assures the following: Communication Equipment procured with EMPG funds will be in compliance with SAFECOM guidance. Any broadband-related projects planned will meet requirements identified in IB 386.

Element: Projects/Activities with potential impact on the environment identified and EHP review process acknowledged.

Not applicable

II.C. Work Plan

FY 2014 EMPG Program Priorities & Reporting Requirements

Element: The Alignment of the EMPG Program to the National Preparedness System (NPS);
Element: Sustaining Core Capabilities previously funded through EMPG identified;
Element: Maintenance and Sustainment

Gila County Emergency Management works hard to ensure that we align with national initiatives, and integrate the whole community in our preparedness efforts. Our efforts parallel the National Preparedness System in that we:

- identify and assess risk on a daily basis via our Threat Analyst as well as other forums, such as with development of the state's THIRA;
- work with all partners to estimate total capability requirements in Arizona;
- look for opportunities to identify funding to support building capability based on gaps identified in THIRA and AAR/IP, and then maintaining and sustaining those capabilities acquired;
- planning with the whole community to ensure that the program can deliver resource capabilities;

- validating capabilities through exercises as well as events;
- reviewing and updating all capabilities, resources and plans on an annual basis.

Element: THIRA and Capability Estimation Process

Gila County Emergency Management plans to attend the work shop that is usually scheduled mid-to-late year; or submit a separate THIRA in accordance with EMPG NOFO requirements.

Element: Strengthening Governance Integration

Enhance the accountability and transparency of partners

Program and Budget Narrative

Element: Overview of the State/territory risk profile (natural, technological, man-made)

- 53,053, estimated population per U.S. Census Bureau data for 2013
- The population for persons age 65 and over, per U.S. Census Bureau 2012 data estimates 13,688 (25.8%).
- Gila County Emergency Management threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous material releases, pandemics, drought, heat emergencies, and disruptions to energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear, and high-yield explosive weapons (CBRNE). These complex and emerging threats demand a unified and coordinated approach to incident management.

The hazards identified in the Gila County Hazard Mitigation Plan, which has been adopted by the Gila County Board of Supervisors are:

Flooding	**Hazardous Materials Incidents**
Wildfires	**Winter Storms**
Drought	**Terrorism**
Disease	Choose an item.

Choose an item.	Choose an item.
Choose an item.	Choose an item.
Choose an item.	Choose an item.
Choose an item.	

Initial self-reliance immediately following a disaster is critical to all communities to ensure continuity of government. However, timely follow-on logistical support in the form of interstate and intrastate mutual aid and other resources is vital in the recovery of critical infrastructure capabilities such as hospitals, energy, utilities, water, transportation, and financial services. All of these factors remain high priorities in our whole community preparedness and response planning.

Element: Areas of need identified through assessment processes

Gila County Emergency Management TICP and communications update.

Note: Areas of need are identified through multiple assessment processes such as the Threat and Hazard Identification Risk Assessment, as well as Exercise After-Action discussions where you capture and document in the report the areas of strength and weakness and then outline within the Improvement Plan how you will address.

Element: Baseline inventory of where State/territory is now relative to achieving target capabilities

Gila County Emergency Management goals and objectives are in-line and identified within our Strategic Plan. As a whole community effort, Gila County Emergency Management is diligently working to address and improve our preparedness efforts. Gila County Emergency Management does have areas in need of change and continues to work, through a whole community effort, to address those areas.

Gila County Emergency Management is continually working to improve our abilities to plan for, prepare for, and provide resources to mitigate the impacts of emergencies, disasters, and events; and when emergencies do affect our communities, we work diligently with the affected communities through the planned Recovery Services that are in place. This effort is a whole community effort. Gila County Emergency Management

is continually working to revise the State Emergency Response and Recovery Plan to ensure a comprehensive outline of our responsibilities.

Element: State/territory emergency management priorities and planning focus for FY 2015

The priorities and planning focus for the state and sub-grantees, for FY2015, are indicated in the (EMPG FY 15 State and Contractual Work Plan objectives.xls) document (attached).

Element: TEP submitted

Yes, please reference the data tables submitted with the initial application. Training and Exercise Plan has been completed and submitted to ADEM.

Element: List of State EMPG funded personnel provided by job title/position

Yes, please reference the data tables submitted with the initial application.
Michael O'Driscoll Director Emergency Management
Joshua Beck PHEP/EM Manager
Todd Whitney Communications Coordinator
Celena Cates Executive Assistant
Debra Blavins Finance Clerk

Element: 12 Month period in which training and exercise objectives will be measured to include the quarter/date the exercises will be conducted

Not applicable

Element: EOC construction or renovation activities identified

Not applicable

Element: Investment Justification for EOC construction/renovation activities included

Not applicable

Element: Four quarterly exercises (i.e. one per quarter) of any type (i.e. discussion –based or operational-based) identified.

Yes - reference the exercise data tables submitted with the initial application Weekly Communication Drill between ADEM EOC and Gila County EOC. Quarterly testing of our AzHAN drill down messaging.

Element: One full-scale exercise within a 12-month period identified.

We will be participating in the AZCHER Central Region, DEMA, and ADHS Full Scale Exercises this year.

Grant Activities Outline

- ✓ **Element:** Completed for activities supported with FY 2015 EMPG Program funds (including construction and renovation projects)
- ✓ **Element:** Project identified as building, enhancing or sustaining the capability
- ✓ **Element: Identifies** how grant activities relate to the Emergency Management Functions (EMFs) outlined in the September 2013 version of the Emergency Management Accreditation Program (EMAP) Standard
- ✓ **Element:** Provides a descriptive name of each planned project
- ✓ **Element:** Explains the major objective of the project, including how the project will address shortfalls identified through various assessments conducted
- ✓ **Element:** Indicates the performance measure used to evaluate project
- ✓ **Element**: Identifies challenges to implementing project or any activities
- ✓ **Element:** Identifies quarterly activities that will accomplish planned project
- ✓ **Element:** Provides status of planned quarterly activities per Project Management Lifecycle processes

Gila County Emergency Management will implement the Project Management Lifecycle into the quarterly reports by documenting the status of the planned activities to include the following steps: initiate, plan, execute, control, and close out. Reference the standard EMPG Local Activities Progress Report form implemented by the Arizona Division of Emergency Management.

Element: Describes the reason for project status and other comments as needed

Not applicable

Data Tables

Element: CPG-101 v.2 Plan Analysis tool submitted

Not applicable

Element: Personnel Data Table submitted

Yes - submitted with initial application

Element: Training Data Table submitted with initial application.

Yes - submitted with initial application

Element: Exercise Data Table submitted with initial application.

Yes - submitted with initial application

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. Totals		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges *(sum of 6a-6h)*					
j. Indirect Charges					
k. TOTALS *(sum of 6i and 6j)*	$	$	$	$	$
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. TOTAL *(sum of lines 8-11)*	$	$	$	$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**
13. Federal	$	$	$	$	$
14. Non-Federal					
15. TOTAL *(sum of lines 13 and 14)*	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	$	$	$	$
17.				
18.				
19.				
20. TOTAL *(sum of lines 16-19)*	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED (date formatted): 3/30/2015

(FOR ADEM USE ONLY)

1. TYPE OF SUBMISSION:

Application		Preapplication	
[ ]	Construction	[ ]	Construction
[X]	Non-Construction	[ ]	Non-Construction

3. DATE RECEIVED BY STATE

4. Annual County Allocation

5. APPLICANT INFORMATION

County Name: 0

Organizational Unit: Gila County

Address (give city, county, state, and zip code):
1400 E. Ash St.
Globe, AZ
85501

Name and telephone number of person to be contacted on matters involving this application (give area code)
Michael O'Driscoll, Director
928-200-2169

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 86-6000444

6a. Dun & Bradstreet Number: 183011630

7. TYPE OF APPLICANT: (enter appropriate letter in box) A

A. County
B. Municipal
C. Township
D. Interstate
E. Intermunicipal
O. Other (Specify)
F. Independent School Dist.
G. Private University
H. Indian Tribe
I. Individual
J. Profit Organization

8. TYPE OF APPLICATION:

[X] New [ ] Continuation [ ] Revision

If Revision, enter appropriate letter(s) in box(es) [ ] [ ]

A. Increase Award B. Decrease Awa C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF STATE AGENCY:
Arizona Division of Emergency Management

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 97-042

TITLE: *Emergency Management Performance Grant*

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Emergency Management
State & Local Assistance

12. AREAS AFFECTED BY PROJECT (Cities, Counties, etc.):
Countywide

13. PROJECT DATES:

Start Date	Ending Date
10/01/2015	*09/30/2016*

14a. CONGRESSIONAL DISTRICTS: District 1 and District 4

14b. LEGISLATIVE DISTRICTS: District 6,7 and 8

15. ESTIMATED FUNDING:

a. Federal	$	160,000.00
b. Applicant	$	160,000.00
c. Other	$	
d. TOTAL	$	320,000.00

16. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

17. a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Michael O'Driscoll	ector, Health & Emergency Servi	928-200-2169

d. Signature of Authorized Representative: Michael J. O'Driscoll

e. Date Signed (date formatted): 3/30/2015

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(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Michael O'Driscoll
Name

1400 E. Ash St
Address

Globe, AZ 85501
City, State Zip

Michael O'Driscoll 3/30/15
Signature Date

ARF-3113 **Regular Agenda Item** **2. C.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Josh Beck, PHEP Manager, Health & Emergency Services Division		
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	FY 15-16	Budgeted?:	No
Contract Dates Begin & End:	April 2015 to September 30 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Department of Health Services Ebola Phase 2 Funding Application

Background Information

The 2014 Ebola outbreak is the largest Ebola outbreak in history and the first Ebola outbreak in West Africa. This outbreak is the first Ebola epidemic the world has ever known affecting multiple countries in West Africa. Although the risk of an Ebola outbreak in the United States is very low, CDC (Centers for Disease Control and Prevention) and partners are taking precautions to prevent this from happening.

The CDC qualified Arizona for new funding to support accelerated infectious disease preparedness planning and response focused on Ebola Preparedness. The total award for Arizona is about $2.5M, which enhances our total Preparedness grant award by about 10%. The new funding is scheduled to arrive in April and is on an 18 month funding cycle.

We'll be able to use the funding to improve our overall ability to prepare for and respond to emerging infectious diseases like Ebloa. The starting place for our work will be the Governor's Council on Infectious Disease Preparedness and Response Preliminary Report of which Michael O'Driscoll, Gila County Health and Emergency Services Division Director, is a board member.

The grant activities can include: 1) accelerated public health preparedness planning; 2) improving operational readiness; and 3) supporting state, local, and tribal public health response efforts; and 4) coordination with healthcare systems to develop a tiered system for patient care related to illnesses like Ebola.

Evaluation

Gila County Public Health Emergency Preparedness has chosen to :

1. Collaborate with state and local partners to evaluate and clarify elements from the state Ebola response plan.

2. Develop an Ebola specific AAR/IP that addresses the Sub-awardee's respective jurisdiction.

3. Create and/or update surveillance and investigation protocols to include Ebola and other emerging/exotic disease monitoring and surveillance that will be reviewed with ADHS.

4. Monitor updates to the state's Contact/Exposed Persons tracking database found on the ADHS Health Services Portal (HSP).

5 Identify personnel who are capable of conducting health surveillance and epidemiological investigations for Ebola and other emerging/exotic diseases.

6. Attend ADHS sponsored "How To" trainings and an Infectious Disease Training and Exercise that addresses epidemiology, disease surveillance, investigation and control measures and emerging public health issues.

7. Support the engagement of local EMS communities to accomplish training that will increase the safety of first responders and strengthen the state Ebola Response and All Hazards Plan.

8. Utilize mobile technology allowing access to disease information and the ability to receive alert messaging on hand held devices.

9. Contribute to the collaboration among hospital, ambulatory facilities, county and tribal public health, schools, public safety agencies, non-profit organizations, community based special events and the community at large to

respond to infectious disease threats.

10. Put into practice the statewide communication plan developed by ADHS to increase Ebola messaging effectiveness.

11. Implement a process to utilize the ADHS messaging map for collaboration and coordination of responses to ensure the health and safety of Arizona residents in the event of an infectious disease threat of public significance.

Conclusion

Approval of this grant application will allow the Gila County Division of Health and Emergency Services to improve its public health preparedness planning for novel diseases, accelerate our operational readiness, and improve our coordination with healthcare systems to improve our preparedness capabilities for illnesses like Ebola.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve our application for the Arizona Department of Health Services Ebola Phase 2 Funding Application for the amount of $28,193.25 for the period of April 2015, to September 2016.

Suggested Motion

Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Health Services Ebola Phase 2 Funding Application in the amount of $28,193.25 for the period of April 2015 to September 2016 which, if approved, will enable the Health and Emergency Services Division improve its public health planning and preparedness for novel diseases like Ebola. **(Michael O'Driscoll)**

Attachments

Ebola Phase 2 Workplan

Ebola Phase 2 Budget

Supplemental Grant for Infectious Disease Preparedness and Response Activities

Instructions

Participation in this grant is optional and is not a requirement of the current PHEP Cooperative agreement. Note: activities identified below cannot be duplicated from current PHEP Cooperative agreement. Please provide the following information for each of the six (6) recipient activities you plan to advance as part of this additional funding opportunity. You are required to address each Activity; you can expand your objectives beyond the outlined requirement listed if desired as part of this funding opportunity.

1. **Problem statement:** Define what the problem or issue your jurisdiction seeks to resolve with supplemental funds during the project period. Limitations or "root causes" that have led to the current problem/issue may be included.
2. **Baseline Capacity:** Specify the current baseline capacity in this area, such as current percentage of staff who can don/doff PPE per CDC guidelines.
3. **Outcomes:** Define the expected outcomes that align to resolving the problem or closing the gaps. The outcomes should define what changes or improvements will occur to the public health/healthcare systems or to the community such as awareness, knowledge, attitudes, skills, opinion, behavior, policies, and health improvement. Ideally, outcomes should link to planned activities, quantify the targeted change, and include an estimated timeline for achieving the change. Awardees can insert as many outcomes as needed.
4. **Planned activities:** List the intermediate activities awardees will undertake, including tasks and estimated start and end dates that will lead to the associated outcome and contribute to resolving the identified issue or problems. Awardees can insert as many planned activities as needed.
5. **Proposed outputs:** List the proposed outputs that will be produced as a result of the planned activities, such as a plan, a training curriculum, or a tracking system database.

Operational Work Plan

Activity 1:	Community Preparedness

1. Recipient Activities

SUB-AWARDEE OUTPUT REQUIREMENTS:

1. The Sub-awardee shall collaborate with state and local partners to evaluate and clarify elements from the state Ebola response plan.
2. Develop an Ebola specific AAR/IP that addresses the Sub-awardee's respective jurisdiction.

Recipient Activity Problem Statement

Gila County currently does not have an Ebola specific response plan

Recipient Activity Baseline Capacity

Gila County currently has an infectious disease outbreak control plan, which can be used as the foundation for an Ebola specific response plan annex.

Outcomes

The completion of a final Ebola annex to the Gila County infectious disease response plan.

Planned Activities for Outcomes	Estimated Timeframe
1. Meeting with our response partners to discuss development of plan	Start: April 1, 2015 End: December 31, 2015
2. Conduct a tabletop exercise walking through an Ebola incident utilizing the Ebola annex.	Start: January 1, 2016 End: March 31, 2016

Proposed Outputs Associated to Outcomes

1. Produce a final Ebola annex in partnership with state and local partners utilizing information from the state Ebola response plan.

2. Develop an Ebola specific AAR/IP that addresses the Sub-awardee's respective jurisdiction.

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

Operational Work Plan

Activity 2:	Public Health Surveillance and Epidemiological Investigation

2. Recipient Activities

SUB-AWARDEE OUTPUT REQUIREMENTS:

1. Create and/or update surveillance and investigation protocols to include Ebola and other emerging/exotic disease monitoring and surveillance that will be reviewed with ADHS.
2. Monitor updates to the state's Contact/Exposed Persons tracking database found on the ADHS Health Services Portal (HSP).
3. Identify personnel who are capable of conducting health surveillance and epidemiological investigations for Ebola and other emerging/exotic diseases.
4. Attend ADHS sponsored "How To" trainings and an Infectious Disease Training and Exercise that addresses epidemiology, disease surveillance, investigation and control measures and emerging public health issues.

Recipient Activity Problem Statement

Increase the number of staff capable of investigating emerging and exotic diseases including Ebola

Recipient Activity Baseline Capacity

We currently employ a communicable disease specialist who works closely with AZDHS to monitor all suspect and confirmed infectious disease reports in Gila County. She is currently working with AZDHS on investigation protocols for Ebola and is trained in donning and doffing PPE.

Outcomes

Increase number of staff able to conduct investigations and trained in donning and doffing PPE.

Planned Activities for Outcomes	Estimated Timeframe
1. Train three additional employees in conducting infectious disease investigations and surveillance protocols for Ebola.	Start: July 1, 2015 End: December 31, 2015
2. Hold a PER320, personal protective measure for biological events class for staff and response partners	Start: July 2015 End:

Proposed Outputs Associated to Outcomes

1. To a total of four trained employees to conduct investigation and surveillance in infectious disease.
2. Complete the PER320 class.

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

Operational Work Plan

Activity 4:	Non-Pharmaceutical Interventions

3. Recipient Activities

SUB-AWARDEE OUTPUTS REQUIREMENTS:

1. Review and utilize the Statewide NPI Plan for Ebola disseminated by ADHS to review and assess local Ebola NPI plans for gap assessment. The local Ebola NPI Plan will include a component to address environmental cleaning and waste management. Participate in ADHS organized subject matter workgroups/webinars for environmental cleaning and waste management.
2. Participate in a scheduled workshop/table top exercise; i.e. Arizona Infectious Disease Training and Exercise, and provide a local Ebola NPI plan for ADHS review at the scheduled workshop/table top exercise. Address any gaps identified in a subsequent After-Action Report (AAR)/Improvement Plan (IP).
3. Review local Ebola NPI Implementation Plan for, and address, any barriers to implementation.

Recipient Activity Problem Statement

Gila County does not have a current non-pharmaceutical intervention plan (NPI).

Recipient Activity Baseline Capacity

Gila County currently continues to work with AZDHS and preparedness partners to attend subject matter work groups and webinars as well as statewide workshops and tabletop exercises. Gila County regularly attends Arizona infectious disease training and exercise conference.

Outcomes

Update our NPI and include an Ebola component that identifies environmental cleaning and waste management.

Planned Activities for Outcomes	**Estimated Timeframe**
1. Meeting with our response partners to discuss development of plan	Start: July 1, 2015 End: September 30, 2016
2. Conduct a tabletop exercise walking through the NPI with an Ebola related incident	Start: January 1, 2016 End: March 31, 2016

Proposed Outputs Associated to Outcomes

1. Utilize statewide NPI plan for Ebola to update our current NPI plan to include component to address environmental cleaning and waste management.

2. Develop an AAR/IP to include NPI gaps assessment

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

Operational Work Plan

Activity 5:	Responder (Worker) Safety and Health

4. Recipient Activities

SUB-AWARDEE OUTPUT REQUIREMENTS:

1. Support the engagement of local EMS communities to accomplish training that will increase the safety of first responders and strengthen the state Ebola Response and All Hazards Plan.

Recipient Activity Problem Statement

There is a gap in our communication between EMS responders and county health

Recipient Activity Baseline Capacity

Recently we have been reaching out to our hospital partners to improve communication and partnerships

Outcomes

Improve support and engagement of local EMS communities

Planned Activities for Outcomes	**Estimated Timeframe**
1. Include local EMS community in our PER320 class to increase collaboration and communication as well as improve donning and doffing capabilities.	Start: July 2015 End:
2. Include local EMS in our tabletop exercise	Start: January 1, 2016 End: March 31, 2016

Proposed Outputs Associated to Outcomes

1. Increase safety of local EMS by including them in our PER320 class

2. Engage local EMS to strengthen Gila County communication around Ebola response

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

Operational Work Plan

Activity 6:	Emergency Public Information and Warning/Information Sharing

5. Recipient Activities

SUB-AWARDEE OUTPUT REQUIREMENTS:

1. Utilize mobile technology allowing access to disease information and the ability to receive alert messaging on hand held devices.

Recipient Activity Problem Statement

Gila County currently has a lack of current communication technology to alert residents on handheld devices

Recipient Activity Baseline Capacity

Currently supporting state in their development of an emergency response alert application and we are currently working to purchase a community notification system for Gila County

Outcomes

To support the development of the application and the purchase of a community notification system

Planned Activities for Outcomes	**Estimated Timeframe**
1. Attending state planning meetings and activities surrounding emergency response application development.	Start: July 1, 2015 End: September 30, 2016
2. Work with county procurement on the purchase of community notification system.	Start: July 1, 2015 End: December 31, 2015

Proposed Outputs Associated to Outcomes

1. Support of AZDHS in the development of emergency response alert application
2. Implementation of a community notification system in Gila County

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

Operational Work Plan

Activity 7:	Medical Surge

6. Recipient Activities

SUB-AWARDEE OUTPUT REQUIREMENTS:

1. Contribute to the collaboration among hospital, ambulatory facilities, county and tribal public health, schools, public safety agencies, non-profit organizations, community based special events and the community at large to respond to infectious disease threats.
2. Put into practice the statewide communication plan developed by ADHS to increase Ebola messaging effectiveness.
3. Implement a process to utilize the ADHS messaging map for collaboration and coordination of responses to ensure the health and safety of Arizona residents in the event of an infectious disease threat of public significance.

Recipient Activity Problem Statement

Due to employee turnover our AZHAN activities and training as well as database management has not been properly maintained.

Recipient Activity Baseline Capacity

Our AZHAN is updated and we conducted our first drill

Outcomes

To create a provider database through AZHAN to improve communication during an infectious disease threat

Planned Activities for Outcomes	**Estimated Timeframe**
1. Create provider database	Start: July 1, 2015 End: June 30, 2016
2. Work with PHEP team to create an SOP for the regular testing of the AZHAN at the county level.	Start: January 1, 2016 End: September 30, 2016

Proposed Outputs Associated to Outcomes

1. To be capable of sending out an Ebola drill down notification using AZHAN
2. Finalized SOP for regular testing of AZHAN

REPORTING ON ACTIVITY

Describe below, accomplishments that supported this capability and how you are better prepared as a result.

MID-YEAR REPORTING	END-OF-YEAR REPORTING

1. DATE SUBMITTED:	March 25, 2015	10. GRANT NAME:	CDC COOPERATIVE - PHASE 2 EBOLA AWARD	FOR ADHS ONLY	
2. CONTRACTOR NAME:	GILA	11. PHEP COORDINATOR NAME:	Dezirae Williams	APPROVED BY:	
3. PROGRAM NAME:	Public Health Emergency Preparedness	12. PHEP COORD PHONE NO.:	928-402-8763	*SELECT*	
4. MAILING ADDRESS:	5515 S. Apache Ave. #400, Globe, 85501	13. PHEP COORD EMAIL:	dzwilliams@gilacountyaz.gov		
5. STREET ADDRESS:	5515 S. Apache Ave	14. FAX NUMBER:	928-425-7714	DATE:	
6. CITY & STATE:	Globe AZ	15. BUDGET YEAR:	FY 15-16	APPROVAL STATUS	
7. ZIP CODE + 4:	85501-0000	16. CURRENT AWARD AMOUNT:	$ 28,193.25	SELECT	
8. CONTRACT NUMBER:	ADHS	17. MATCH REQUIREMENT MET	SELECT	20. FOR THE PERIOD OF:	
9. PO NUMBER:	E	18. TOTAL BUDGET	$ 28,193.25	4/1/15 TO	9/30/16
		19. OVER OR UNDER BUDGET AMOUNT	$ -		

LINE ITEM	DESCRIPTION	BASE UNIT $ AMT	FTE/QTY		BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
A	*PERSONNEL SERVICES*						
	POSITION TITLE						
A1	0	$ -	0.00%		$ -		SELECT
A2	0	$ -	0.00%		$ -		SELECT
A3	0	$ -	0.00%		$ -		SELECT
A4	0	$ -	0.00%		$ -		SELECT
A5	0	$ -	0.00%		$ -		SELECT
A6	0	$ -	0.00%		$ -		SELECT
A7	0	$ -	0.00%		$ -		SELECT
A8	0	$ -	0.00%		$ -		SELECT
A9	0	$ -	0.00%		$ -		SELECT
A10	0	$ -	0.00%		$ -		SELECT
A11	0	$ -	0.00%		$ -		SELECT
A12	0	$ -	0.00%		$ -		SELECT
A13	0	$ -	0.00%		$ -		SELECT
A14	0	$ -	0.00%		$ -		SELECT
A15	0	$ -	0.00%		$ -		SELECT
A22	*TOTAL SALARIES*	$ -	0.00		$ -		
A23	EMPLOYEE RELATED EXPENSE			ERE from worksheet	$ -		
A99	*TOTAL PERSONNEL COSTS*	>>>>

LINE ITEM	DESCRIPTION	BASE UNIT $ AMT	FTE/QTY		BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
B	***PROFESSIONAL & OUTSIDE SERVICES***						
	CONTRACTOR/CONSULTANT NAME						
	CONTRACT DESCRIPTION						
B1	0		31.00		$ 25,637.00		SELECT
	0						
B2	0		0.00		$ -		SELECT
	0						
B3	0		0.00		$ -		SELECT
	0						
B4	0		0.00		$ -		SELECT
	0						
B5	0		0.00		$ -		SELECT
	0						
B6	0		0.00		$ -		SELECT
	0						
B99	***TOTAL PROFESSIONAL & OUTSIDE SERVICES***				$ 25,637.00	90.93%	

LINE ITEM	DESCRIPTION	BASE UNIT $ AMT	FTE/QTY		BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
C	***TRAVEL EXPENSE***						
C1	**IN-STATE POV (Personally Owned Vehicle) MILEAGE:**		**0.00**		**$ -**		**SELECT**
C2	**IN-STATE FLEET MILEAGE EXPENSE**		**0.00**		**$ -**		**SELECT**
C3	**IN-STATE DAILY FLEET RENTAL CHARGES**		**0.00**		**$ -**		**SELECT**
C4	**IN-STATE PER DIEM**		**0.00**		**$ -**		**SELECT**
C5	**IN-STATE LODGING**		**0.00**		**$ -**		**SELECT**
C6	**IN-STATE OTHER TRAVEL EXPENSE**		**0.00**		**$ -**		**SELECT**
C29	***TOTAL IN-STATE TRAVEL***				**$ -**	**0.00%**	
C30	**OUT OF STATE AIRFARE**		**0.00**		**$ -**		**SELECT**
C31	**OUT OF STATE PER DIEM**		**0.00**		**$ -**		**SELECT**
C32	**OUT OF STATE LODGING**		**0.00**		**$ -**		**SELECT**
C33	**OUT OF STATE OTHER TRAVEL EXPENSE**		**0.00**		**$ -**		**SELECT**
C35	***TOTAL OUT-STATE TRAVEL***				**$ -**	**0.00%**	
C99	***TOTAL TRAVEL EXPENSE***				**$ -**	**0.00%**	

LINE ITEM	DESCRIPTION	BASE UNIT	$ AMT	FTE/QTY			BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
D	*OTHER OPERATING*								
	OTHER OPERATING GENERAL								
D1	General Office Supplies						$ -		SELECT
D2	Fax/Printer/Copying Supplies						$ -		SELECT
D3	Postage						$ -		SELECT
D4	Advertising						$ -		SELECT
D5	Software						$ -		SELECT
D6	Utilities						$ -		SELECT
D7	Space & Occupancy						$ -		SELECT
D8	Printing						$ -		SELECT
D9	Office Equipment						$ -		SELECT
D10	Computers						$ -		SELECT
D11	Computer Peripherals						$ -		SELECT
D12	Insurance						$ -		SELECT
D13	0						$ -		SELECT
D14	0						$ -		SELECT
D15	0						$ -		SELECT
D99	*TOTAL OTHER OPERATING GENERAL*						$ -	0.00%	
E	OTHER OPERATING COMMUNICATIONS								
E1	Communication Services						$ -		SELECT
E2	Telephonic Communication Equipment						$ -		SELECT
E3	Satellite Communication Equipment						$ -		SELECT
E4	Cellular Communication Equipment						$ -		SELECT
E5	Radio Communication Equipment						$ -		SELECT
E6	Satellite Communication Equipment						$ -		SELECT
E7	Misc. Communication Equipment						$ -		SELECT
E8	0						$ -		SELECT
E9	0						$ -		SELECT
E10	0						$ -		SELECT
E99	*TOTAL OTHER OPERATING COMMUNICATIONS*						$ -	0.00%	
F	OTHER OPERATING EQUIPMENT								
F1	Copying Equipment						$ -		SELECT
F2	Personal Protective Equipment						$ -		SELECT
F3	Program Equipment						$ -		SELECT
F4	Other Equipment						$ -		SELECT
F5	Equipment Maintenance						$ -		SELECT
F6	Vehicle Maintenance						$ -		SELECT
F7	0						$ -		SELECT
F8	0						$ -		SELECT
F9	0						$ -		SELECT
F10	0						$ -		SELECT
F99	*TOTAL OTHER OPERATING EQUIPMENT*						$ -	0.00%	

LINE ITEM	DESCRIPTION	BASE UNIT	$ AMT	FTE/QTY			BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
G	**OTHER OPERATING TRAINING**								
	ATTENDED TRAINING								
G1	**Fees & Registrations**						$ -		
G2	**Workbooks/Student Manuals**						$ -		
G3	**Supplies and Materials**						$ -		
G4	**0**						$ -		
G5	**0**						$ -		
	TOTAL ATTENDED TRAINING						$ -		SELECT
	DELIVERED TRAINING								
G6	**Facility/Room Rental**						$ -		
G7	**Workbooks/Student Manuals**						$ -		
G8	**Supplies and Materials**						$ -		
G9	**0**	$	-				$ -		
G10	**0**						$ -		
	TOTAL DELIVERED TRAINING						$ -		SELECT
G99	***TOTAL OTHER OPERATING TRAINING***						$ -	0.00%	
D-G	***TOTAL OTHER OPERATING***						$ -	0.00%	
H	**CAPITAL OUTLAY**								
H1	**CAPITAL OUTLAY EQUIPMENT**						$ -		SELECT
H2	**OTHER CAPITAL OUTLAY**						$ -		SELECT
H3	**0**						$ -		SELECT
H4	**0**						$ -		SELECT
H5	**0**						$ -		SELECT
H89	***TOTAL CAPITAL EQUIPMENT***				$ -		$ -	0.00%	
H99	***TOTAL CAPITAL OUTLAY***						$ -	0.00%	
I	**OTHER (INDIRECT)**								
I1	**Indirect Costs From Worksheet**						$ 2,556.25		
I99	***TOTAL OTHER - (INDIRECT)***						$ 2,556.25	9.07%	

LINE ITEM	DESCRIPTION	BASE UNIT $ AMT	FTE/QTY		BUDGETED AMOUNT	BUDGET %	APPROVAL STATUS
J	DIRECT COSTS	TOTAL DIRECT COSTS BUDGETED		$	25,637.00	90.93%	
K	INDIRECT COSTS	TOTAL INDIRECT COSTS BUDGETED		$	2,556.25	9.07%	
L	*TOTAL BUDGET AMOUNT*			$	28,193.25	100.00%	

ARF-3100 **Regular Agenda Item 2. D.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jeffrey Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	TBD	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Approval to purchase a 2015 CT660S SBA 6x4 Roll-On/Roll-Off Truck from Empire CAT.

Background Information

It is the intent of the Recycle/Landfill Department to purchase a new transfer truck with roll-on/roll-off capabilities. The Department has been struggling with break-downs of the two roll-off trucks the County owns, which haul bins filled with recycle materials or waste. There are only 2 trucks and they pick up bins every day. They also haul loads of recycling to the Phoenix area weekly. It is important to have both trucks available for maximum coverage. In the past month, the Department has had to pay another company to haul and dump our bins because both trucks had mechanical issues and couldn't run.

Information was provided to the Board of Supervisors at its February 17, 2015, regular meeting relevant to two options for purchasing a new roll-on/roll-off truck. Option No. 1 was for the purchase of one new 2015 CT660S SBA 6X4 roll-on/roll-off truck; and Option No. 2 was for the lease-purchase of the roll-on/roll-off truck. At that time, staff was researching the possibility of financial benefits by utilizing a lease-purchase agreement with Empire versus a straight out purchase for the roll-on/roll-off truck. The agenda item was tabled at the February 17, 2015, meeting pending a detailed review of both purchase options. After careful consideration and review, staff believes the best option to present to the Board is Option No. 1 for the straight out purchase of the roll-on/roll-off truck.

The new truck would be equipped to haul a second 40 cubic yard bin pending the purchase of a trailer. It is equipped with an automatic transmission to cut down on clutch replacements and down time. It will be more efficient to operate and easier to drive in traffic. Metal, paper and cardboard, out of both landfills, are being hauled to the recycle yards and getting more money per ton.

The plan is to retain both of the County owned trucks and use one as a spare. The intent is to sell C-82, a 1993 Mack 14 wheel dump truck, that is used to haul cover

material at the Russell Gulch Landfill. The purchase was new in 1993 at a cost of $60,107. It could be sold at the Gila County on-line auction.

Evaluation

On April 16, 2013, the Gila County Board of Supervisors ratified the Cooperative Purchasing Agreement between Gila County and the National IPA, a cooperative purchasing group. As a member of the National IPA, Gila County can benefit through an existing contract that Caterpillar has between the City of Tucson and the National IPA, to buy a 2015 CT660S SBA 6x4 roll-on/roll-off truck. The National IPA discount is thirty percent (30%) off the list price, which results in a significant cost savings of $58,923.90 for a base price of $133,694.78. There is an additional cost of $45,050 for the roll-off body, a freight charge of $2,125, a document fee of $225, and sales tax of $15,102.63, which brings the total price to $196,197.41.

Conclusion

It would benefit Gila County to take advantage of a cooperative agreement that Caterpillar has with the City of Tucson and National IPA which results in a $58,923.90 savings for the discounted pricing offered through the City of Tucson contract.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board approve the purchase of one 2015, CT660S SBA 6x4 roll-on/roll-off truck to ensure continued and timely service to the residents of Gila County.

Suggested Motion

Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2015, CT660S SBA 6x4 roll-on/roll-off truck in the total amount $196,197.41; and authorize the Chairman's signature on the Customer Purchase Agreement. **(Jeff Hessenius and Steve Stratton)**

Attachments

Customer Purchase Agreement
City of Tucson Heavy Equipment RFP
City of Tucson Heavy Equipment RFP Amendment 1
City of Tucson Heavy Equipment RFP-Amendment 2
City of Tucson Proof of Advertising
City of Tucson Contract with CAT
Contract Amendment No. 1
Contract Amendment No. 2
Contract Amendment No. 3
Contract Amendment No. 4
Contract Amendment No. 5
Contract Amendment No. 6

Contract Amendment No. 7
National IPA Terms and Conditions
NIPA Current Participating Agencies
Legal Explanation

EMPIRE
TRUCK & TRAILER

Customer Purchase Agreement

Account Manager:	Don Miller	**PSR:**	
		DBS Agreement #:	
Customer #:	0039225	**Date:**	3/31/2015
Customer Name:	GILA COUNTY EQUIP PURCHASE		
Contact:	John Root	**Contact Phone:**	928-425-3231
Address:	1400 E ASH STREET		
City\State\ZIP:	GLOBE AZ 85501-1483		
Phone:	928-468-2801		
Invoicing Customer:	GILA COUNTY EQUIP PURCHASE - 0039225G	**PO #:**	
Terms:	On Account - Customer PO		

Special Payment Instructions:

Please include the following information with your payment or wire:
Invoicing Customer:GILA COUNTY EQUIP PURCHASE
Customer Number: 0039225
Agreement Number:
Serial Number(s): TBD

Delivery Location:	Gila County Yard		
City\State:	Globe, AZ	**F.O.B:**	Phoenix, AZ
Job Site Location:	Globe		
Bond #:		**Cust. Required Delivery Date:**	**3/26/2015**
Freight:	The freight will be provided by a Common Carrier and paid for by: Empire		

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
TBD	2015	CT660	TBD		Caterpillar	CT660S Roll off truck	$192,618.68
						Standard Manufacture's Warranty	

Notes

All terms and conditions of City of Tucson Contract No. 120377 apply

Sub Total:	**$192,618.68**
Inbound Freight:	$2,125.00
Document Fee:	$225.00
NIPA Discount (30%):	($58,923.90)
Roll-Off Body:	$45,050.00
State/County Sales Tax (Gila County 6.60%):	$11,937.41
City Sales Tax (Mesa 1.75%):	$3,165.22
Balance Due:	**$196,197.41**

Signatures:

Customer Date

Dealer 3-31-15
Date

This document signifies the customer's intent to purchase the equipment listed. The sale by EMPIRE is subject to credit approval and acceptance by sales manager or other company officer. Should the deal be terminated for any reason, the customer agrees to pay parts and labor costs incurred to customize equipment per customer's specifications.

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**120377**
PROPOSAL DUE DATE:	**NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**OCTOBER 27, 2011**
TIME:	**9:00 A.M. LOCAL AZ TIME**
LOCATION:	**CITY HALL, FINANCE CONFERENCE ROOM** **255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ**
CONFERENCE CALL NUMBER:	**1-888-394-8197; PASSCODE: 640963**
CONTRACT OFFICER:	**VICTORIA CORTINAS, C.P.M., CPPB**
TELEPHONE NUMBER:	**(520) 837-4140** **Victoria.Cortinas@tucsonaz.gov**

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******NOTICE******

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately $15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately $100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice

b. Warranty document
c. Level 1 Inspection
d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. TRAINING: The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. REPAIRS: The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.

7. WARRANTIES: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

8. VENDOR SERVICE AND MAINTENANCE: Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. VEHICLE RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. EQUIPMENT: A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. PRICING: Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. SERVICES: The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Financing Options:** The ability to provide financing options.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental**: The ability to rent heavy equipment through the manufacturer or dealer.

g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, 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 City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions 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.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program
   a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.

2. Distribution Network
   a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.

   b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

   c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

   d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3. Product
   a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

      1. Identification and description of equipment categories offered.

      2. Identification and description of sub categories.

      3. Identify accessories, parts, services, etc. that are available through the manufacturer.

      4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

      5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

b. Describe your warranty program, including

1. Types of warranties available (by category or equipment)
2. Describe your warranty claims procedures.
3. Describe your policy addressing warranty issues related to
   a. Major Component Failures
   b. Engineering Deficiencies
   c. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal.

4. Services

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

b. Provide detailed information explaining your service capabilities.

c. Provided detailed information explaining the service capabilities of your authorized dealers.

d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

e. Describe your training programs. The proposed training program shall include but not limited to:

1. How will equipment training be conducted?
2. Describe the training curriculum for the equipment operators.
3. Describe the training curriculum for the service technicians.
4. How will you accommodate various work shifts?
5. What type of documentation is provided with the proposed training?
6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?

f. Submit any other services information that will aid the City in evaluating your proposal.

5. Ordering and Invoices

a. Describe your order process.

b. How do agencies work with your firm to determine appropriate equipment needs?

c. Describe the equipment delivery process and your delivery commitment.

d. What is your standard equipment delivery timeframes?

e. How does your firm communicate order cut off dates to your customers?

f. Identify and describe any exceptions or challenges.

g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

6. Other

a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.

3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.

8 Indicate if payment will be accepted via credit card. _____Yes _____No

   a. If yes, can commercial payment(s) be made online? _____Yes _____No

   b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No

   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

   If "no" to above, will consideration be given to accept the card? ____Yes _____No

9. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2. Describe your dealer network and their role in providing products and services under this contract.

3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5. Please submit any additional information that you feel is applicable to your qualifications and experience.

6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation	Statute
Employer's Liability	$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	$1,000,000 Bodily Injury Liability Insurance Combined Single Limit $100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL**: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The City will review <u>fully documented</u> requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

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

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

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor’s and Subcontractor’s employees.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

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

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

Name: _____

_____
Address

Title: _____

_____
City State Zip

Phone: _____

_____
Signature of Person Authorized to Sign

Fax: _____

_____
Printed Name

E-mail: _____

_____
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2011.

Awarded this _____ day of _____ , 2011.

_____
As Tucson City Attorney and not personally

_____
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications within first 10 days
   ii. Announcement, contract details and contact information published on the company website within first 30 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
   viii. Dedicated National IPA internet web-based homepage with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

   Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement

EXAMPLE

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

EXAMPLE

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

EXAMPLE

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

EXAMPLE

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly/Quarterly Report

Supplier Name:

Contract Sales Report Month/Quarter:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $

Report Totals _____ _____

Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:
ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:
BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DlST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education
ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING, STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

   Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

_____
Signature Date

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING, STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum

2. **Due Date**: The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.

3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.

4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	**Estimated Finish Date of Activity**
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	**November 16, 2011**
Review of Proposals by Evaluation Committee and Reference Checks	**November 17, 2011 – January 13, 2012**
Vendor Interview	**December 15-16, 2011**
Evaluation Committee's recommendation	**January 13, 2012**
Final negotiation completed	**January 19, 2012**
Contract award	**January 20, 2012**

5. Scope of Work, Section A. General Requirements
   a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

      For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

   b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements
   a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment
Articulated Dump Truck
Dozers **/** Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling
Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High Reach

Pavement Repair/Maintenance
Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers
Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport
Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous
Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements
   a. Item k, Change section to read: “Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer.”

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
   a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

   b. Page 12, Section B. Price Proposal, Item 1, Add the following:
      i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.

      ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.

   c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."

9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

_____
Signature Date

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
City State Zip

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE:
Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

(38109r1 Hawaii Tribune-Herald: October 17, 2011)

AFFIDAVIT OF PUBLICATION

State of Hawaii)
) SS:
County of Hawaii)

LEILANI K. R. HIGAKI, being first duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a newspaper published in the City of HILO, State of Hawaii.

2. That the " The City of Tucson, AZ is requesting proposals... to provide HEAVY EQUIPMENT,...(RFP No. 120377)....etc., ".

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) October 17, 2011, (etc.).

38109r1

Leilani K. R. Higaki

Subscribed and sworn to before me
this 21st day of October, 2011.

Sharon H.P. Ogata

SHARON H. P. OGATA
Notary Public, Third Circuit, State of Hawaii
My commission expires October 1, 2012

Page(s): 1

AFFIDAVIT OF PUBLICATION

DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.
I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSALS
CITY OF TUCSON - HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 1 time(s) in the following issues:

10/14/2011.

Subscribed and sworn to before me this 14th day of October, 2011.

OFFICIAL SEAL
JOSHUA K COATES
NOTARY PUBLIC - OREGON
COMMISSION NO. 453647
MY COMMISSION EXPIRES NOVEMBER 07, 2014

CITY OF TUCSON
HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES
Proposals due: 4:00pm, Nov. 14
REQUEST FOR PROPOSALS

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com

PRE-PROPOSAL CONFERENCE:
Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME.

Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov
Published Oct. 14, 2011. 10178410SB-1t

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
Attn: TODD BISHOP THEROFF
1600 WESTGATE CIRCLE, SUITE 275
BRENTWOOD, TN 37027

Order No.: 10178410
Client's Reference No.:

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Emily Fernandez, Project & Support Supervisor of THE STATE, and makes oath that the advertisement,

RFP - #120377 – City of Tucson AZ – Heavy equipment, parts, accessories

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

October 20, 2011

Emily Fernandez

Subscribed and sworn to before me

on this day October 21, 2011

Evelyn F Herrman Notary Public

My commission expires
March 10, 2013

RFP

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.
PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.
PROPOSAL DUE DATE: MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.
15766

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Legal # **1339**

Affidavit of Publication

STATE OF WASHINGTON
County of Thurston County

ss.

Legal#1339
The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE: MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

Publish Oct 14, 2011

The undersigned being first duly sworn on oath deposed and says: That she is the Principal Clerk of The Olympian which is a legal newspaper printed and published in the city of Olympia, Thurston County, Washington: of general circulation in said City, County and State;

that the
In the case of **Request for Proposals Heavy Equipment, Parts, Accessories, Supplies and Related Services RFP#120377 – National IPA**

of which the attached is a printed copy, was published in said newspaper:

On the	**14th**	day of	**October**	2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011

that the said newspaper was generally circulated during all of said time, and has been published for more than six months prior to the dates of the publication of this legal document, and that said notice was published in the newspaper proper and not in supplement form.

The amount of fee charged for this publication – **$112.75**

Terry Nelson
Principal Clerk

Subscribed and sworn to me this 4th day of November 2011

Tamera J. McGee
Notary Public in and for the State of Washington
Residing at Olympia, Thurston County, Washington

The Olympian has been appointed as a legal newspaper by order of the Superior Court of the State of Washington for Thurston County, dated July 10, 1941, in the county in which said newspaper is published in accordance with RCW 65.16.020 and RCW 63.16.040.

Note – The above affidavit and fee is in compliance with RCW 63.16.030 and Sec. 3, Chapter 34, Laws of 1977.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

3-12-2013
Signature Date

Jason Walker – Governmental Sales
Typed Name and Title

Caterpillar Inc.
Company Name

100 NE Adams
Address

walker_jason_c@cat.com
Email Address

Peoria Illinois 61629-1345
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 18 DAY OF March, 2013, AT TUCSON, ARIZONA.

As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[signature] 1-7-2013
Signature Date

JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title

CATERPILLAR
Company Name

100 NE ADAMS
Address

WALKER_JASON_C@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 8 DAY OF [signature], 2013, AT TUCSON, ARIZONA.

[signature]
As Director of Procurement and not personally

Caterpillar Product and Service Pricing

Model	Minimum Member Discount
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP255	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP500	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP555	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP600	6	$5,346	$7,398	$5,550	$4,410	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP650	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP655	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP800	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1000	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1050	6	$5,760	$8,322	$5,958	$4,650	$6,942	$3,060	$5,472	$7,002	$7,506	$4,162	$6,600
AP1055	6	$5,760	$8,546	$6,054	$4,746	$6,990	$3,222	$5,538	$7,002	$7,506	$4,152	$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB22	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB32	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB434	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB534	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB564	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CD44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CD54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
CS74	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CS423	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP44		$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CP433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Track Type Tractors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D4K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D5K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6N	5	$3,809	$5,175	$2,942	$4,364	$1,314	$6,527	$6,969	$9,296	$9,061	$5,724	$3,232
	11	$5,250	$7,458	$5,219	$4,943	$3,232	$5,128	$4,899	$6,917	$6,260	$3,767	$3,290
D6T	4	$4,906	$6,624	$4,796	$2,795	$5,796	$4,644	$7,121	$9,722	$9,294	$3,036	$5,658
D7R	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D7E	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D8T	4	$6,792	$9,180	$6,690	$3,510	$8,280	$6,030	$8,682	$14,040	$15,750	$4,782	$7,800
D9T	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
D10T	4	$8,321	$15,931	$9,984	$6,823	$15,277	$10,637	$15,346	$20,653	$21,052	$7,790	$13,058
Integrated Tool Carriers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	$2,122	$3,394	$2,327	$1,958	$2,462	$4,166	$5,678	$7,597	$7,231	$3,720	$3,796
IT38	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
IT62	3	$3,101	$5,015	$3,319	$3,257	$3,654	$6,436	$8,813	$11,541	$10,739	$6,142	$6,515
NJPA Contract Wheeled Excavators												

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	$4,583	$6,726	$3,116	$5,453	$1,944	$7,884	$8,651	$14,604	$12,650	$6,071	$6,230
	11	$8,066	$10,122	$4,218	$6,353	$4,944	$6,006	$6,048	$10,991	$8,321	$4,666	$2,976
M315	5	$4,639	$6,809	$3,154	$5,520	$1,968	$7,980	$8,758	$14,784	$12,806	$6,145	$6,307
	11	$8,171	$8,939	$4,272	$6,436	$5,008	$6,084	$6,126	$11,134	$8,429	$4,727	$3,013
M316	5	$4,651	$6,826	$3,161	$5,533	$1,973	$7,999	$8,778	$14,820	$12,838	$6,160	$6,323
	11	$8,213	$10,306	$4,294	$6,468	$5,033	$6,115	$6,534	$11,190	$8,472	$4,752	$3,030
M318	5	$4,786	$7,025	$3,253	$5,695	$2,030	$8,233	$9,035	$15,253	$13,212	$6,340	$6,506
	11	$8,443	$10,595	$4,416	$6,650	$5,174	$6,287	$6,330	$11,504	$8,710	$4,884	$3,114
M322	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM200	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM201	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
PS360	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	$5,380	$7,034	$4,850	$3,802	$6,535	$2,663	$4,375	$6,071	$6,792	$2,218	$4,294
RM500	6	$5,674	$7,444	$5,118	$2,074	$6,894	$2,809	$4,812	$6,403	$7,165	$2,339	$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
TS220	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
Motor Graders												
Unit	Ship From	1	2	3	4	5	6		8	9	10	11
12	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
14	4	$4,310	$6,313	$3,636	$2,380	$5,760	$4,478	$6,079	$9,572	$9,548	$2,556	$4,774
120	4	$3,449	$5,051	$2,909	$1,904	$4,608	$3,582	$4,864	$7,657	$7,639	$2,045	$3,820
140	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
160	4	$3,576	$5,243	$3,054	$1,992	$4,795	$3,720	$5,046	$7,924	$7,932	$2,140	$3,966

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
226	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
232	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
236	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
242	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
246	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
248	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
252	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
256	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
262	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
268	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
272	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
247	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
257	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
267	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
277	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
287	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
297	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
279	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
289	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
299	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
NJPA Contract	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
301.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.6	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.8	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
304	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305.5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
307	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
308	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
311	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
312	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
313	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
314	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
315	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
316	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
318	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
319	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
320	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
321	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
322	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
324	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
325	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
328	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
329	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
330	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
336	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
345	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
349	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
416	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
420	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
430	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
450	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	$2,472	$3,698	$2,040	$1,460	$3,190	$2,602	$3,571	$4,843	$5,052	$1,950	$2,878

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
615	4	$4,639	$6,792	$4,256	$2,488	$6,545	$4,558	$6,574	$10,020	$10,214	$3,320	$5,594
621	4	$6,304	$9,229	$5,784	$3,953	$8,893	$6,192	$8,933	$13,616	$13,880	$4,513	$7,602
623	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
627	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
730	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$1,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
735	5	$5,578	$8,188	$3,792	$6,637	$2,366	$9,595	$10,530	$17,778	$15,406	$7,390	$7,584
	11	$10,328	$12,961	$5,402	$8,134	$6,331	$7,691	$7,744	$14,074	$10,654	$5,975	$3,810
740	5	$5,748	$8,436	$3,907	$6,839	$3,658	$9,887	$10,850	$18,318	$15,868	$7,613	$7,814
	11	$10,643	$13,356	$5,566	$8,382	$6,523	$7,925	$7,980	$15,366	$13,140	$7,290	$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
824	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
824(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
826	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
826(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
836	4	$15,150	$20,477	$12,833	$8,770	$19,732	$13,739	$18,187	$25,250	$25,738	$10,012	$15,481
836(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
904	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
904	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
906	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
906	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
906	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
907	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
907	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
907	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
908	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
908	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
908	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
914	1	$2,853	$4,015	$2,789	$3,158	$2,789	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
914	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
914	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
924	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
928	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
930	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
938	4	$3,962	$5,800	$3,635	$2,124	$5,589	$3,892	$5,614	$8,557	$8,723	$2,836	$4,778
950	4	$4,027	$5,897	$3,696	$2,160	$5,683	$3,956	$5,708	$8,700	$8,868	$2,883	$4,856
962	4	$4,027	$5,897	$3,696	$2,160	$5,683	$3,956	$5,708	$8,700	$8,868	$2,883	$4,856
966	4	$4,239	$6,322	$3,962	$2,316	$6,093	$4,242	$6,119	$9,327	$9,507	$3,090	$5,208
972	4	$4,860	$7,114	$4,459	$2,605	$6,856	$4,775	$6,886	$10,498	$10,699	$3,479	$5,861
980	4	$11,983	$17,625	$9,283	$10,161	$10,577	$6,504	$8,578	$18,791	$20,084	$5,044	$9,952

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$3,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$4,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

SCOPE OF SERVICES, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

> For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non -CAT accessories, parts or equipment are determined by each local participating dealer.
>
> In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature — 11/1/2012 Date

Jason Walker – Governmental Sales
Typed Name and Title

Caterpillar
Company Name

100 NE Adams
Address

Walker_jason_e@cat.com
Email Address

Peoria — Illinois — 61629
City — State — Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2 DAY OF Nov, 2012, AT TUCSON, ARIZONA.

Laura Jesting
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature — Date

Jason Walker - Governmental Sales
Typed Name and Title

Caterpillar
Company Name

100 NE Adams
Address

Walker_Jason_C@cat.com
Email Address

Peoria IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 29 DAY OF Aug, 2012, AT TUCSON, ARIZONA.

Laura J. Snow
as Director of Procurement and not personally

CITY OF TUCSON
CONTRACT #120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT is made and entered into this 1st day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.**

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

SCOPE OF SERVICES

PRODUCT OFFERING

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight.** For more information on these specific products, go to **www.cat.com**.

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the www.Cat.com site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

PRICING

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights.** Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

WARRANTY

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

140M2 Motor Grader

	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties.**

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

DEALER SERVICES

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly $18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

    a. Copy of Contractor's order to the factory.
    b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
    c. Factory generated computer status reports.
    d. Notification to the City of any changes in production or shipping dates.
    e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

    In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:

    a. Invoice
    b. Warranty document
    c. Level 1 Inspection
    d. Required manuals

    The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

    Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

    Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - http://www.cat.com/cda/layout?m=38000&x=7.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit SAFETY.CAT.COM™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS**: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID**: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation	Statute
Employer's Liability	$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased	$1,000,000 Bodily Injury Liability Insurance Combined Single Limit $100,000 Property Damage

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. PRICE ADJUSTMENT: The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, , the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS**: The Procurement Department has the authority, with the concurrence of the Contactor to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

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

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

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

    The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT**: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

    The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:

Mark A. Neihart, C.P.M, CPPB, A.P.P., CPM
as Director of Procurement
and Not Personally

CATERPILLAR, INC

Steve Hinton
North American Marketing Manager
Caterpillar, Inc.
100 NE Adams
Peoria, IL 61629

Contract contact:
Jason Walker
Government Sales Consultant
309-675-4095
Walker_jason_c@cat.com

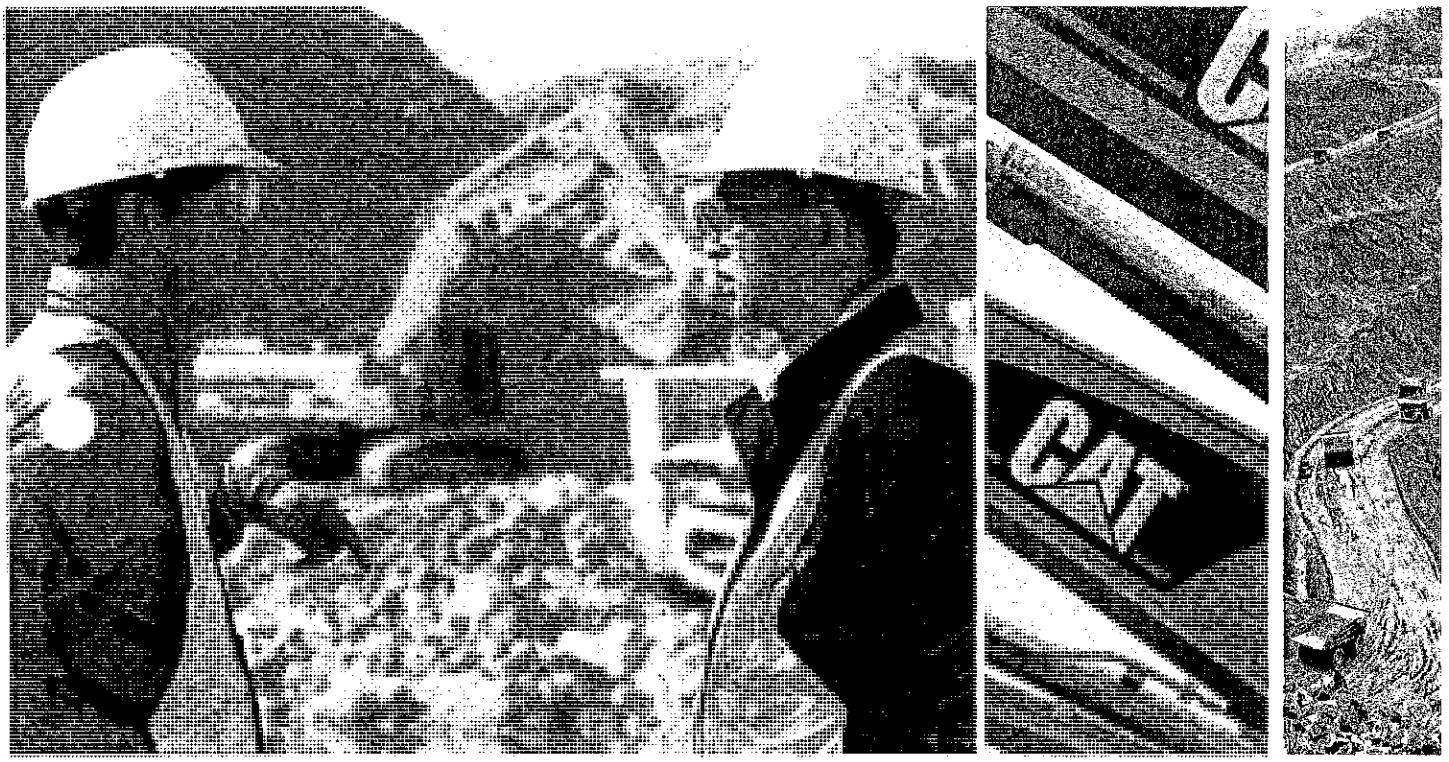
Approved as to form this 2nd day of May, 2012.

As Tucson City Attorney and not personally

CITY OF TUCSON
CONTRACT 120377

ATTACHMENT A:
CATERPILLAR EQUIPMENT DISCOUNTS AND FREIGHTS

THE RIGHT MACHINE
THE RIGHT PLAN



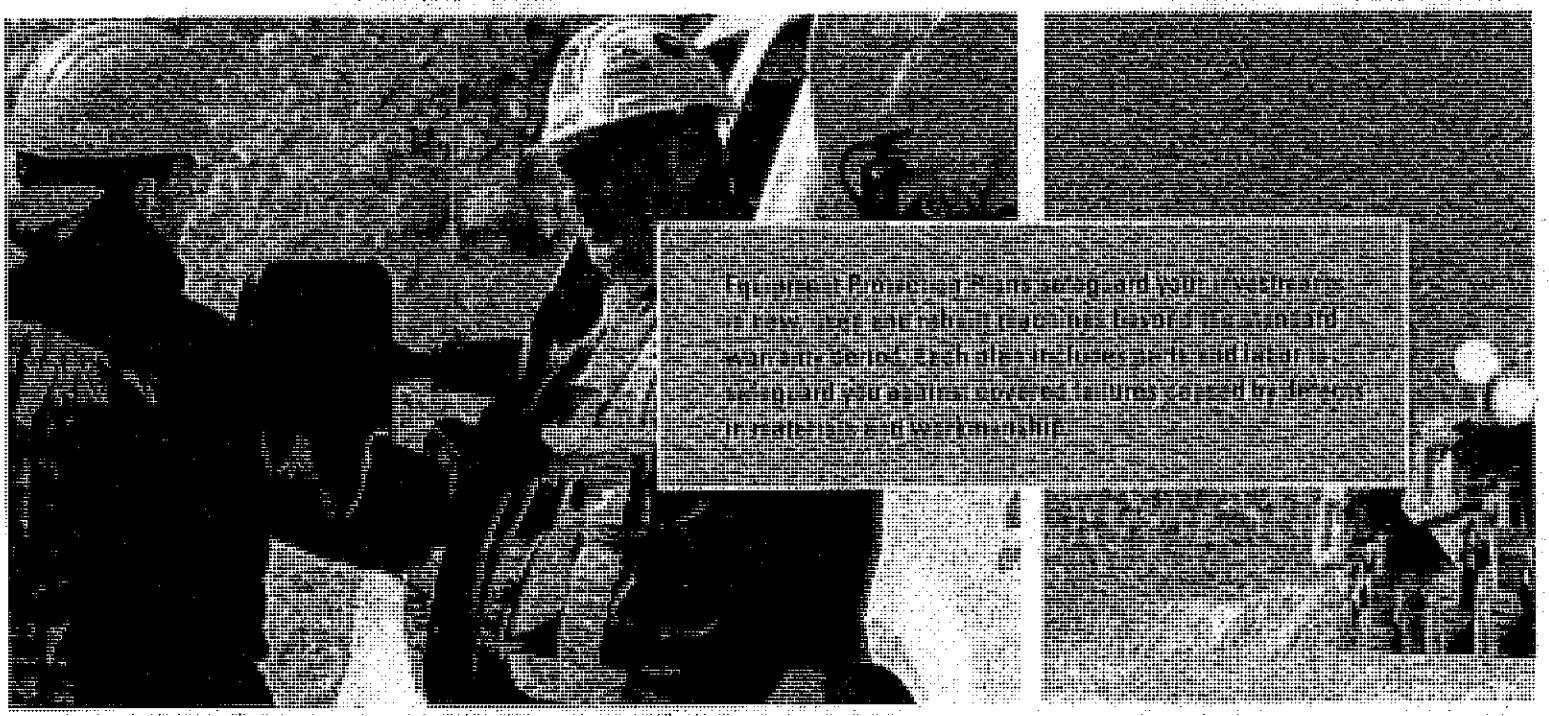
Cat® Equipment Protection Plans

CAT®

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

Equipment Protection Plan benefits

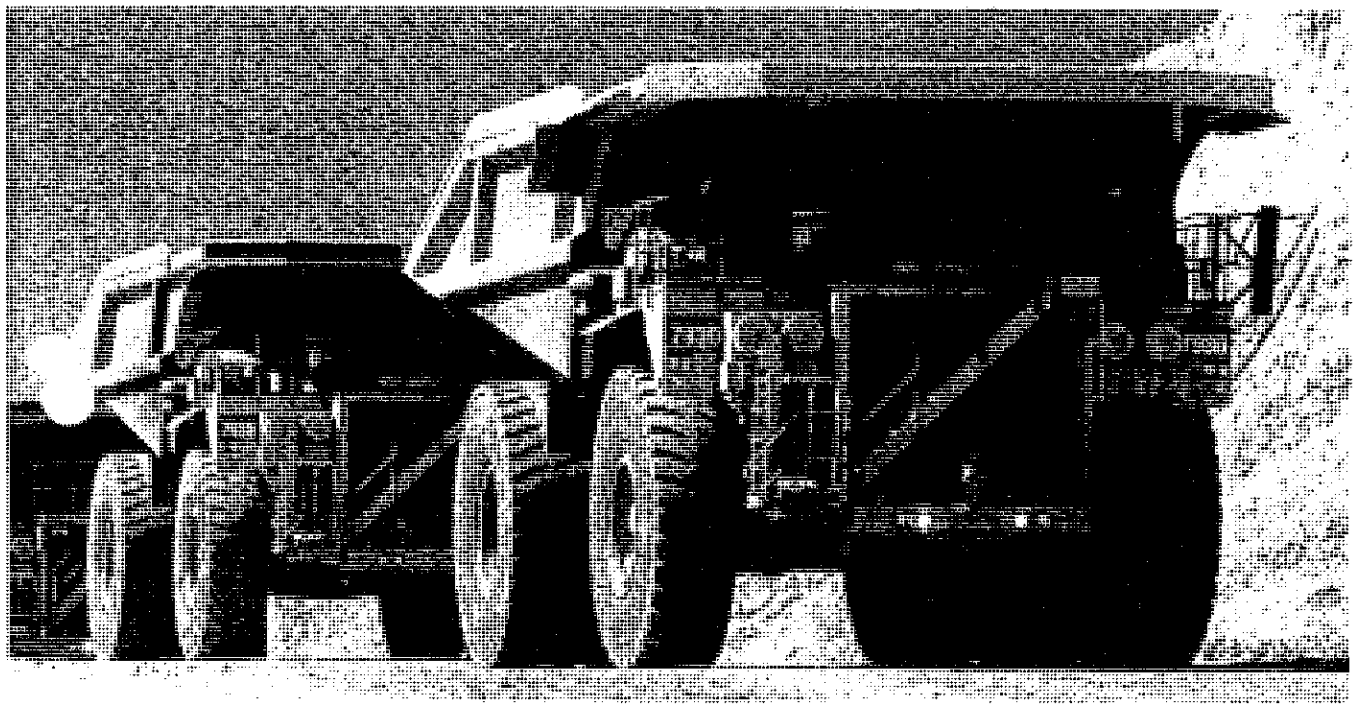
- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

*Product availability varies by region.



Equipment Protection Plans are available for many Cat products, including:
New equipment • Used equipment • Certified Rebuild products • Certified Powertrain Rebuild products • Hydraulic hammers • Telehandlers

Also available for machine control and guidance technology, including:
AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Dragline Systems • MineStar™ System components



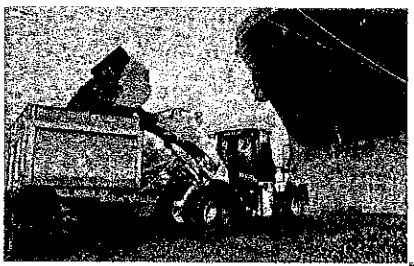


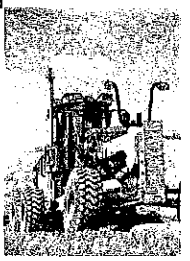
What your Cat dealer does

- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

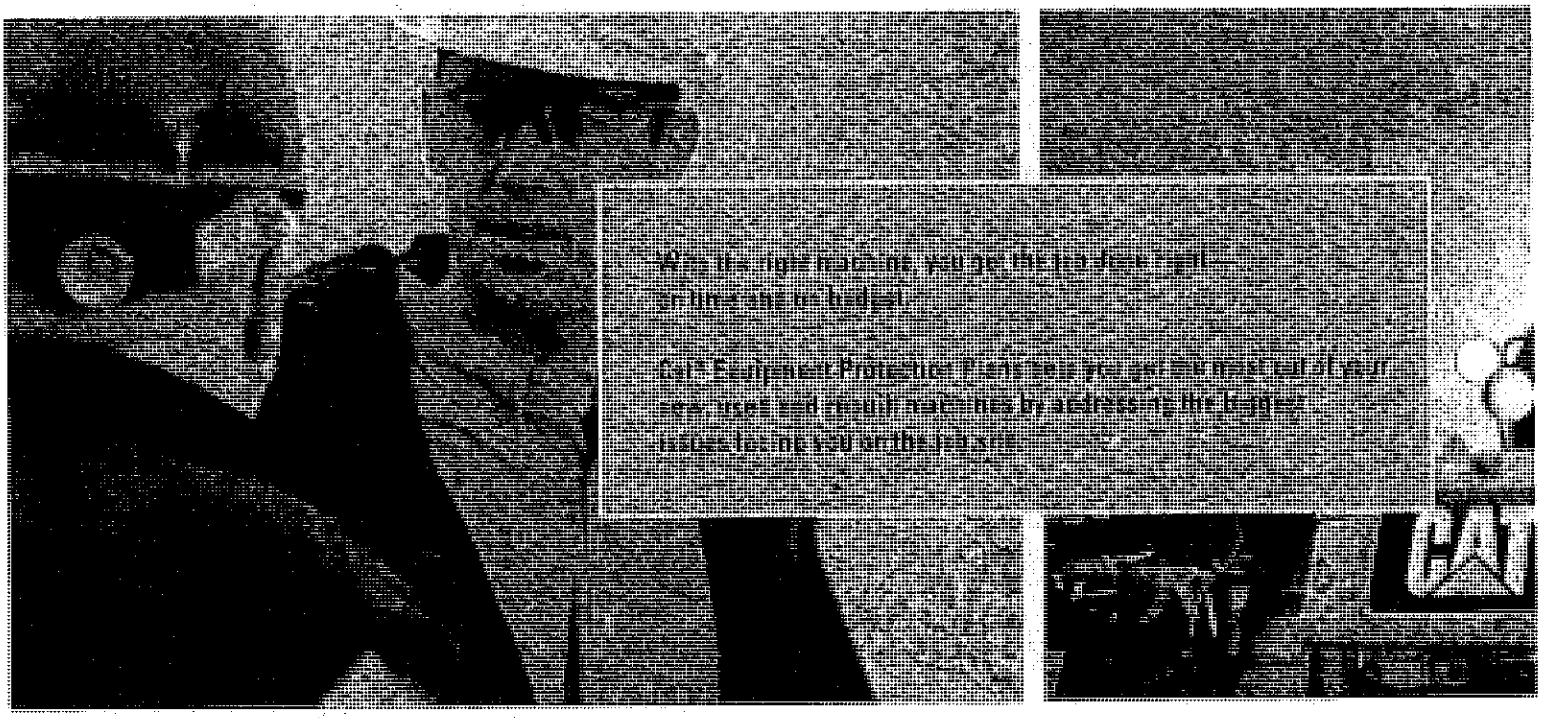
What you do

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure





YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB



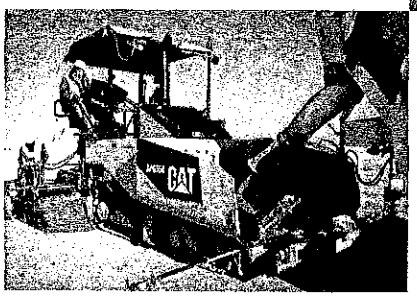
Control your costs

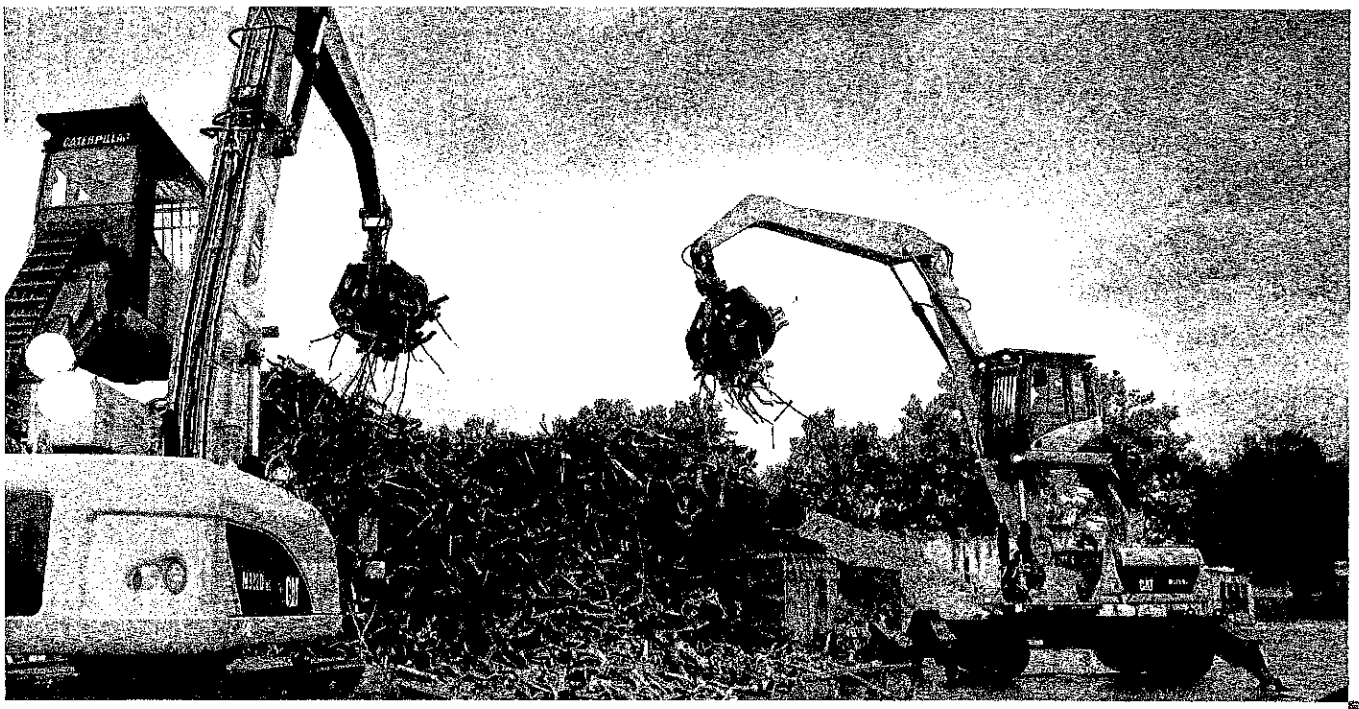
An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

Maximize your productivity

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.







Get the expertise you need

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

Focus on safety

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

Keep pace with regulations

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.



COVERED COMPONENTS

PREMIER
POWERTRAIN+HYDRAULICS
POWERTRAIN

PREMIER

Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

Engine & Accessories

- Engine - Internal Components
- Oil Cooler
- Radiator
- Exhaust / Muffler
- Manifolds
- Fan Motor
- Water Pump
- Fuel Injection Pumps
- Injectors
- Lift / Transfer Pump
- Senders / Solenoids / Sensors
- Thermostat
- Flywheel & Torque Converter
- Engine Oil Filter Mount
- Turbocharger
- Starter
- Alternator
- AC Compressor / Condenser
- Electronic Control Modules
- Governor / Speed Controls & Linkages
- Fuel Lines
- Fuel Tank & Assoc. Parts
- Water Piping
- Oil Hoses / Lines (non-hydrostatic)
- Cylinder Block
- Piston
- Piston Rings
- Piston & Connecting Rod
- Crankshaft, Main Bearings & Rod
- Bearings
- Camshaft & Camshaft Bearings
- Timing / Accessory Gears
- Timing Chain / Belt
- Cylinder Head
- Inlet / Exhaust Valve
- Valve Cover & Base
- Valve Spring & Guide
- Rocker Arm

Engine & Accessories (Continues)

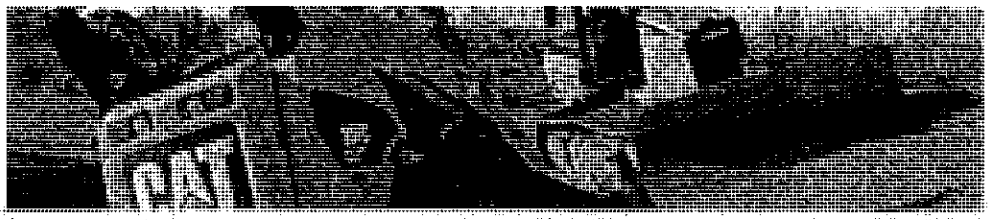
- Rocker Shaft Assembly
- Push Rod
- Balancer
- Fuel Pump / Governor Drive
- Oil Pump
- Oil Pan Group
- Fan & Fan Drive

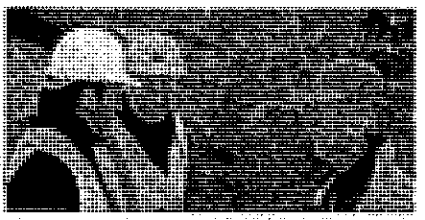
Transmission

- Transmissions
- Transmission Oil Lines
- Hydraulic Controls
- Transmission Oil Filter Base
- Transmission Gears
- Final Drives / Planetary
- Drive Shafts
- Transfer Case
- Wet Brake Assemblies
- Hydrostatic Pumps & Drive Motors
- Linkage / lines Connected to Hystat Pump
- Drive (pilot / eh) Control Valves
- Senders / Sensors
- Powertrain Transmission Lines / Hoses
- Transmission Oil Tank
- Drive Train Oil Lines
- Bevel and Transfer Case

Drive Line/Drive Axle

- Axles
- Axle Seals
- Final Drive & Wheel
- Final Drive Case / Bore
- Final Drive Chain
- Final Drive Gears
- Axle Shaft
- Drive Axle Oil Pump
- Universal Joint





POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

Steering

- Steering Clutch
- Steering Clutch & Brake Control Valve
- Steering Gear & Valve
- Power Steering Logic Module
- Steering Linkage
- Steering Column
- Steering Console
- Tie Rod

Hydraulic Systems

- Hydraulic / Steering Hoses & Lines
- Hydraulic Cylinders
- Hydraulic Valves & Controls
- Hydraulic Accumulators
- Hydraulic Oil Coolers
- Hoses and Lines
- Hydraulic Swivels
- Hydraulic Oil Filter Mount
- Hydraulic Oil Temperature Sensor
- Hydraulic Oil Filter Base
- Hydraulic Tanks

Suspension

- Automatic Grade Control
- Axle Spring
- Bogie Suspension
- Cross Slope Control
- Equalizer Bar
- Equalizer Bar Center Pin Support
- Equalizer Bar Support
- Stabilizer
- Suspension Control
- Suspension Control Valve
- Suspension Cylinder

Braking System

- Brake Master Cylinder
- Vacuum Pump
- Wheel Cylinder
- Brake Caliper, Head Assembly
- Control Valves
- Brake Lines
- Accumulator

Electrical & Interior

- Gauges/Indicators/Instruments
- Wiring harnesses
- Switches
- Relays / Circuit breakers
- Generator
- Alternator/Generator Battery Charger
- Main Power Relay
- Start Switch
- Fuse / Circuit Breaker Panel
- Circuit Board

Frames & Linkages

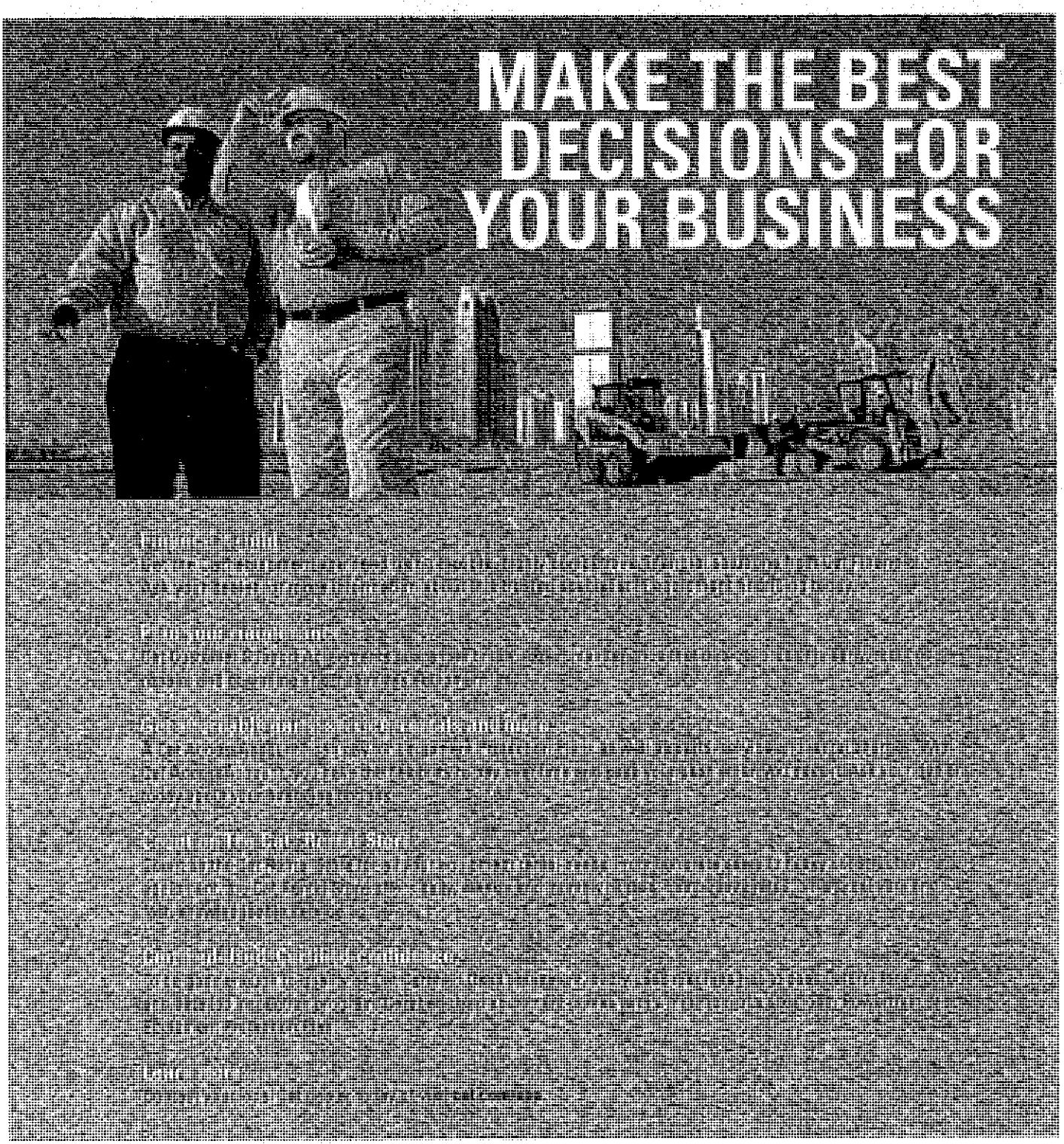
- Chassis/Implement Frames
- Weldment
- Carbody
- Main Frame

Undercarriage

- Track Roller Frame
- Track Adjuster
- Recoil Spring

CAT® EQUIPMENT PROTECTION PLAN EXCLUSIONS

If a component is not listed, it may not be included. The most common exclusions include:



The information contained herein is provided solely for general information purposes and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.

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CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

CAT®

Effective with sales to the first user on or after July 1, 2011

CATERPILLAR LIMITED WARRANTY

New Vocational On-Highway Trucks

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table.*

This warranty is automatically transferrable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel expenses not covered under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted **separately** by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

(continued on the reverse side.....)

Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
Basic Vehicle Coverage		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
Components		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
Engine		
Fire Trucks, Ambulances, Emergency Rescue application only		
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
Drivetrain		
Rear Axle Weight Ratings greater than 52,000-lb		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
Rear Axle Weight Ratings of 52,000-lb and Less		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480

Drivetrain Components-As Warranted By Suppliers
The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.

For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.

Engine Major Components: Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after August 15, 2010

CATERPILLAR LIMITED WARRANTY

New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.
- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.
- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

CATERPILLAR LIMITED WARRANTY

Caterpillar Work Tools

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

CATERPILLAR LIMITED WARRANTY

For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ONTHE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ONTHE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**120377**
PROPOSAL DUE DATE:	**NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**DEPARTMENT OF PROCUREMENT** **255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**OCTOBER 27, 2011**
TIME:	**9:00 A.M. LOCAL AZ TIME**
LOCATION:	**CITY HALL, FINANCE CONFERENCE ROOM** **255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ**
CONFERENCE CALL NUMBER:	**1-888-394-8197; PASSCODE: 640963**
CONTRACT OFFICER:	**VICTORIA CORTINAS, C.P.M., CPPB**
TELEPHONE NUMBER:	**(520) 837-4140** **Victoria.Cortinas@tucsonaz.gov**

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******NOTICE******

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately $15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately $100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice

b. Warranty document
c. Level 1 Inspection
d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. TRAINING: The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. REPAIRS: The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.

7. WARRANTIES: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

8. VENDOR SERVICE AND MAINTENANCE: Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. VEHICLE RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. EQUIPMENT: A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. PRICING: Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. SERVICES: The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Financing Options:** The ability to provide financing options.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental**: The ability to rent heavy equipment through the manufacturer or dealer.

g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, 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 City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions 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.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
    A. The name, address, and telephone number of the protestant;
    B. The signature of the protestant or its representative;
    C. Identification of the Request for Proposal or Contract number;
    D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
    E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program
   a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.

2. Distribution Network
   a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.

   b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

   c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

   d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3. Product
   a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

      1. Identification and description of equipment categories offered.

      2. Identification and description of sub categories.

      3. Identify accessories, parts, services, etc. that are available through the manufacturer.

      4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

      5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

b. Describe your warranty program, including

1. Types of warranties available (by category or equipment)
2. Describe your warranty claims procedures.
3. Describe your policy addressing warranty issues related to
   a. Major Component Failures
   b. Engineering Deficiencies
   c. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal.

4. Services

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

b. Provide detailed information explaining your service capabilities.

c. Provided detailed information explaining the service capabilities of your authorized dealers.

d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

e. Describe your training programs. The proposed training program shall include but not limited to:

1. How will equipment training be conducted?
2. Describe the training curriculum for the equipment operators.
3. Describe the training curriculum for the service technicians.
4. How will you accommodate various work shifts?
5. What type of documentation is provided with the proposed training?
6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?

f. Submit any other services information that will aid the City in evaluating your proposal.

5. Ordering and Invoices

a. Describe your order process.

b. How do agencies work with your firm to determine appropriate equipment needs?

c. Describe the equipment delivery process and your delivery commitment.

d. What is your standard equipment delivery timeframes?

e. How does your firm communicate order cut off dates to your customers?

f. Identify and describe any exceptions or challenges.

g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

6. Other

a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.

3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.

8 Indicate if payment will be accepted via credit card. _____Yes _____No

   a. If yes, can commercial payment(s) be made online? _____Yes _____No

   b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No

   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

   If "no" to above, will consideration be given to accept the card? ____Yes _____No

9. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2. Describe your dealer network and their role in providing products and services under this contract.

3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5. Please submit any additional information that you feel is applicable to your qualifications and experience.

6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation	Statute
Employer's Liability	$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	$1,000,000 Bodily Injury Combined Single Limit $100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	$1,000,000 Bodily Injury Liability Insurance Combined Single Limit $100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. PRICE ADJUSTMENT: The City will review <u>fully documented</u> requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

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

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

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor’s and Subcontractor’s employees.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

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

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

Name: _____

_____
Address

Title: _____

_____
City State Zip

Phone: _____

_____
Signature of Person Authorized to Sign

Fax: _____

_____
Printed Name

E-mail: _____

_____
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2011.

Awarded this _____ day of _____ , 2011.

_____
As Tucson City Attorney and not personally

_____
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)
B. Website support
C. Trade shows/conferences/meetings
D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
    i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
    ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications within first 10 days
   ii. Announcement, contract details and contact information published on the company website within first 30 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
   viii. Dedicated National IPA internet web-based homepage with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

   $_____.00 in year one
   $_____.00 in year two
   $_____.00 in year three

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

   Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement

EXAMPLE

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

EXAMPLE

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

EXAMPLE

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

EXAMPLE

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly/Quarterly Report

Supplier Name:

Contract Sales Report Month/Quarter:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $

Report Totals _____ _____

Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and http://www.usa.gov/Agencies/Local.shtml

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:
ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:
BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DlST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education
ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING, STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
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(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum

2. **Due Date**: The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.

3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.

4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	**Estimated Finish Date of Activity**
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	**November 16, 2011**
Review of Proposals by Evaluation Committee and Reference Checks	**November 17, 2011 – January 13, 2012**
Vendor Interview	**December 15-16, 2011**
Evaluation Committee's recommendation	**January 13, 2012**
Final negotiation completed	**January 19, 2012**
Contract award	**January 20, 2012**

5. Scope of Work, Section A. General Requirements
   a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

      For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

   b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements
   a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment
Articulated Dump Truck
Dozers **/** Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling
Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High Reach

Pavement Repair/Maintenance
Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers
Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport
Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous
Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements
   a. Item k, Change section to read: “Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer.”

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)

RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
   a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

   b. Page 12, Section B. Price Proposal, Item 1, Add the following:
      i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.

      ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.

   c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."

9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

_____
Signature Date

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING, STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

   Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

_____
Signature Date

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
City State Zip

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature — Date

Jason Walker - Governmental Sales
Typed Name and Title

Caterpillar
Company Name

100 NE Adams
Address

Walker_Jason_C@cat.com
Email Address

Peoria IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 29 DAY OF Aug, 2012, AT TUCSON, ARIZONA.

Laura Jeffords
as Director of Procurement and not personally

08/09/2012

Caterpillar Equipment Discounts

Machines	New Equipment	Used Equipment
Track Type Tractors	**Discount off List**	**Discount from original List**
D3K	25.00%	20.0%
D4K	24.00%	20.0%
D5K	25.00%	20.0%
D6K	24.00%	20.0%
D6N	24.00%	20.0%
D6T	24.00%	20.0%
D7R	22.00%	20.0%
D7E	22.00%	20.0%
D8T	22.00%	20.0%
D9T	10.00%	20.0%
D10T	10.00%	20.0%
Motor Graders		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
140M2	33.00%	20.0%
160M	33.00%	20.0%
160M2	33.00%	20.0%
14M	23.00%	20.0%
Excavators		
300.9	17.50%	20.0%
301.5	17.50%	20.0%
301.8	17.50%	20.0%
302.5	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
307	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
315	25.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%

324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
330	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
Wheeled Excavators		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
Backhoe Loaders		
414	21.00%	20.0%
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		
613	15.00%	20.0%
615	17.00%	20.0%
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Towed Scrapers		
TS180	16.00%	20.0%
TS220	16.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
Landfill Compactors		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%

Wheel Loaders		
904	24.00%	20.0%
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
928	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
Integrated Tool Carriers		
IT14	26.00%	20.0%
IT38	26.00%	20.0%
IT62	21.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
Skid Steer Loaders		
216B2	16.00%	20.0%
216B3	16.00%	20.0%
226B2	16.00%	20.0%
226B3	16.00%	20.0%
232B2	16.00%	20.0%
236B2	16.00%	20.0%
236B3	16.00%	20.0%
242B2	16.00%	20.0%
242B3	16.00%	20.0%
246C	16.00%	20.0%
252B2	16.00%	20.0%
252B3	16.00%	20.0%
256C	16.00%	20.0%
262C	16.00%	20.0%
272C	16.00%	20.0%
Multi-Terrain Loaders		
227C	16.00%	20.0%
247B2	16.00%	20.0%
247B3	16.00%	20.0%
257B2	16.00%	20.0%
257B3	16.00%	20.0%
277C	16.00%	20.0%

287C	16.00%	20.0%
297C	16.00%	20.0%
Compact Track Loaders		
259B3	16.00%	20.0%
279C	16.00%	20.0%
289C	16.00%	20.0%
299C	16.00%	20.0%
Pavers		
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP800	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
Reclaimers		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
Cold Planners		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
Rollers		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CB434	16.00%	20.0%
CB534	16.00%	20.0%
CB564	16.00%	20.0%
CD54	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CP44	14.00%	20.0%
CP56	14.00%	20.0%
CP64	14.00%	20.0%
CP76	14.00%	20.0%
CP323	14.00%	20.0%
CP433	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%

CS56	14.00%	20.0%
CS64	14.00%	20.0%
CS74	14.00%	20.0%
CS76	14.00%	20.0%
CS323	14.00%	20.0%
CS423	14.00%	20.0%
CS433	14.00%	20.0%
PS150	16.00%	20.0%
PS360	16.00%	20.0%
Vocational Trucks		
CT660	23.00%	
Worktools	15.00%	

Caterpillar Equipment Freight Matrix

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP500	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP555	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP600	6	$5,346	$7,398	$5,550	$4,410	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP650	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP655	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP800	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1000	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1050	6	$5,760	$8,322	$5,958	$4,650	$6,942	$3,060	$5,472	$7,002	$7,506	$4,162	$6,600
AP1055	6	$5,760	$8,546	$6,054	$4,746	$6,990	$3,222	$5,538	$7,002	$7,506	$4,152	$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB22	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB32	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB434	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB534	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB564	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CD54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
CS56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS74	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CS423	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CP433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Track Type Tractors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D4K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D5K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6N	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6T	4	$4,266	$5,760	$4,170	$2,430	$5,040	$4,038	$6,192	$8,454	$8,082	$2,640	$4,920
D7R	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D7E	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D8T	4	$6,792	$9,180	$6,690	$3,510	$8,280	$6,030	$8,682	$14,040	$15,750	$4,782	$7,800
D9T	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
D10T	4	$12,663	$24,242	$15,194	$10,382	$23,247	$16,187	$23,352	$31,429	$32,036	$11,855	$19,870
Integrated Tool Carriers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	$2,122	$3,394	$2,327	$1,958	$2,462	$4,166	$5,678	$7,597	$7,231	$3,720	$3,796
IT38	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
IT62	3	$3,101	$5,015	$3,319	$3,257	$3,654	$6,436	$8,813	$11,541	$10,739	$6,142	$6,515
Wheeled Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	$4,583	$6,726	$3,116	$5,453	$1,944	$7,884	$8,651	$14,604	$12,650	$6,071	$6,230
	11	$8,066	$10,122	$4,218	$6,353	$4,944	$6,006	$6,048	$10,991	$8,321	$4,666	$2,976
M315	5	$4,639	$6,809	$3,154	$5,520	$1,968	$7,980	$8,758	$14,784	$12,806	$6,145	$6,307
	11	$8,171	$8,939	$4,272	$6,436	$5,008	$6,084	$6,126	$11,134	$8,429	$4,727	$3,013
M316	5	$4,651	$6,826	$3,161	$5,533	$1,973	$7,999	$8,778	$14,820	$12,838	$6,160	$6,323
	11	$8,213	$10,306	$4,294	$6,468	$5,033	$6,115	$6,534	$11,190	$8,472	$4,752	$3,030
M318	5	$4,786	$7,025	$3,253	$5,695	$2,030	$8,233	$9,035	$15,253	$13,212	$6,340	$6,506
	11	$8,443	$10,595	$4,416	$6,650	$5,174	$6,287	$6,330	$11,504	$8,710	$4,884	$3,114
M322	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
M325	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
Cold Planers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM200	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM201	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
PS360	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	$5,380	$7,034	$4,850	$3,802	$6,535	$2,663	$4,375	$6,071	$6,792	$2,218	$4,294
RM500	6	$5,674	$7,444	$5,118	$2,074	$6,894	$2,809	$4,812	$6,403	$7,165	$2,339	$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
TS220	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
Motor Graders												
NJPA Contract	Ship From	1	2	3	4	5	6		8	9	10	11

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
12	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
14	4	$4,310	$6,313	$3,636	$2,380	$5,760	$4,478	$6,079	$9,572	$9,548	$2,556	$4,774
120	4	$3,449	$5,051	$2,909	$1,904	$4,608	$3,582	$4,864	$7,657	$7,639	$2,045	$3,820
140	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
160	4	$3,576	$5,243	$3,054	$1,992	$4,795	$3,720	$5,046	$7,924	$7,932	$2,140	$3,966
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
226	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
232	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
236	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
242	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
246	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
248	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
252	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
256	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
262	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
268	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
272	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
247	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
257	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
267	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
277	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
287	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
297	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
279	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
289	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
299	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.8	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
304	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305.5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
307	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
308	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
311	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
312	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
314	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
315	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
NJPA Contract	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
318	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
319	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
320	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
321	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
322	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
324	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
325	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
328	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
329	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
330	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
336	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
345	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
349	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
416	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
420	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
430	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
450	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	$2,472	$3,698	$2,040	$1,460	$3,190	$2,602	$3,571	$4,843	$5,052	$1,950	$2,878
615	4	$4,639	$6,792	$4,256	$2,488	$6,545	$4,558	$6,574	$10,020	$10,214	$3,320	$5,594
621	4	$6,304	$9,229	$5,784	$3,953	$8,893	$6,192	$8,933	$13,616	$13,880	$4,513	$7,602
623	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
NJPA Contract	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
730	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$1,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
735	5	$5,578	$8,188	$3,792	$6,637	$2,366	$9,595	$10,530	$17,778	$15,406	$7,390	$7,584
	11	$10,328	$12,961	$5,402	$8,134	$6,331	$7,691	$7,744	$14,074	$10,654	$5,975	$3,810
740	5	$5,748	$8,436	$3,907	$6,839	$3,658	$9,887	$10,850	$18,318	$15,868	$7,613	$7,814
	11	$10,643	$13,356	$5,566	$8,382	$6,523	$7,925	$7,980	$15,366	$13,140	$7,290	$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
824	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
824(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
826	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
826(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
836	4	$15,150	$20,477	$12,833	$8,770	$19,732	$13,739	$18,187	$25,250	$25,738	$10,012	$15,481
836(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
904	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
904	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
906	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
906	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
906	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
907	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
907	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
907	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
NJPA Contract	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
908	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
908	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
914	1	$2,853	$4,015	$2,789	$3,158	$2,789	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
914	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
914	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
924	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
928	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
930	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
938	4	$3,445	$5,044	$3,161	$1,847	$4,860	$3,384	$4,882	$7,441	$7,585	$2,466	$4,154
950	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
962	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
966	4	$3,686	$5,497	$3,445	$2,014	$5,298	$3,689	$5,321	$8,111	$8,267	$2,687	$4,529
972	4	$4,226	$6,186	$3,877	$2,266	$5,962	$4,152	$5,988	$9,128	$9,304	$3,025	$5,096
980	4	$10,420	$15,326	$8,072	$8,836	$9,197	$5,656	$7,459	$16,340	$17,464	$4,386	$8,654

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$3,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$4,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

SCOPE OF SERVICES, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

> For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non -CAT accessories, parts or equipment are determined by each local participating dealer.
>
> In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature — 11/1/2012 Date

Jason Walker – Governmental Sales
Typed Name and Title

Caterpillar
Company Name

100 NE Adams
Address

Walker_jason_c@cat.com
Email Address

Peoria — Illinois — 61629
City — State — Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2 DAY OF Nov, 2012, AT TUCSON, ARIZONA.

Lana Jestbrg
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[signature] 1-7-2013
Signature Date

JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title

CATERPILLAR
Company Name

100 NE ADAMS
Address

WALKER_JASON_C@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 8 DAY OF [signature], 2013, AT TUCSON, ARIZONA.

[signature]
As Director of Procurement and not personally

2013 Contract #120377 Participant Discounts (1/1/13)			
Machine Models**	**New Machine Minimum Discounts**	**Used Machine Minimum Discounts**	
Asphalt Pavers			
AP255	16%	20%	
AP500	16%	20%	
AP555	16%	20%	
AP600	16%	20%	
AP655	16%	20%	
AP800	16%	20%	
AP1000	16%	20%	
AP1055	16%	20%	
Asphalt Compactors			
CB14	16%	20%	
CB22	16%	20%	
CB24	16%	20%	
CB32	16%	20%	
CB34	16%	20%	
CB44	16%	20%	
CB54	16%	20%	
CB64	16%	20%	
CB434	16%	20%	
CC24	16%	20%	
CC34	16%	20%	
CD44	16%	20%	
CD54	16%	20%	
Soil Compactors			
CS44	14%	20%	
CS54	14%	20%	
CS56	14%	20%	
CS64	14%	20%	
CS74	14%	20%	
CS76	14%	20%	
CS433	14%	20%	
CP44	14%	20%	
CP54	14%	20%	
CP56	14%	20%	
CP64	14%	20%	
CP76	14%	20%	
CP433	14%	20%	

Track Type Tractors			
D3	25%	20%	
D4	24%	20%	
D5	25%	20%	
D6	24%	20%	
D7	22%	20%	
D8	22%	20%	
D9	10%	20%	
D10	10%	20%	
Integrated Tool Carriers			
IT14	26%	20%	
IT62	21%	20%	
Wheeled Excavators			
M313	35%	20%	
M315	32%	20%	
M316	35%	20%	
M318	32%	20%	
M322	35%	20%	
Cold Planners			
PM102	14%	20%	
PM200	14%	20%	
PM201	18%	20%	
Pneumatic Compactors			
PS150	16%	20%	
PS360	16%	20%	
Rotary Mixers			
RM300	14%	20%	
RM500	14%	20%	
Motor Graders			
12	33%	20%	
120	37%	20%	
140	33%	20%	
160	33%	20%	
14	23%	20%	
Skid Steer Loaders			
216	16%	20%	

226	16%	20%	
232	16%	20%	
236	16%	20%	
242	16%	20%	
246	16%	20%	
252	16%	20%	
262	16%	20%	
272	16%	20%	
Multi-Terrain Loaders			
247	16%	20%	
257	16%	20%	
277	16%	20%	
287	16%	20%	
Compact Track Loaders			
259	16%	20%	
279	16%	20%	
289	16%	20%	
299	16%	20%	
Excavators			
300.9	17.5%	20%	
301.4	17.5%	20%	
301.5	17.5%	20%	
301.6	17.5%	20%	
301.7	17.5%	20%	
301.8	17.5%	20%	
302.4	17.5%	20%	
302.5	17.5%	20%	
302.7	17.5%	20%	
303	17.5%	20%	
303.5	17.5%	20%	
304	17.5%	20%	
305	17.5%	20%	
305.5	17.5%	20%	
307	17.5%	20%	
308	17.5%	20%	
311	24%	20%	
312	21%	20%	
314	25%	20%	
315	25%	20%	
318	22%	20%	
319	22%	20%	

320	18%	20%	
321	18%	20%	
324	18%	20%	
328	18%	20%	
329	18%	20%	
330	18%	20%	
336	18%	20%	
349	12%	20%	
Backhoe Loaders			
416	21%	20%	
420	21%	20%	
430	21%	20%	
450	21%	20%	
Wheel Tractor Scrapers			
613	15%	20%	
615	17%	20%	
621	16%	20%	
623	17%	20%	
627	16%	20%	
Articulated Trucks			
725	14%	20%	
730	14%	20%	
735	14%	20%	
740	14%	20%	
Wheel Dozers			
814	15%	20%	
824	15%	20%	
Landfill Compactors			
816	27%	20%	
826	27%	20%	
836	18%	20%	
Wheel Loaders			
906	25%	20%	
907	25%	20%	
908	25%	20%	
914	26%	20%	
924	26%	20%	
928	26%	20%	

930	26%	20%	
938	26%	20%	
950	24%	20%	
962	24%	20%	
966	21%	20%	
972	16%	20%	
980	12%	20%	
Track Loaders			
953	20%	20%	
963	23%	20%	
973	23%	20%	
Vocational Trucks			
CT660	23%	N/A	
Worktools	15%	N/A	
**The models listed represent the most current offerrings however depending on dealer inventory and new factory releases additional models within the respective product families may be available. Please contact the local dealer for actual model availability.			

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP255	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP500	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP555	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP600	6	$5,346	$7,398	$5,550	$4,410	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP650	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP655	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP800	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1000	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1050	6	$5,760	$8,322	$5,958	$4,650	$6,942	$3,060	$5,472	$7,002	$7,506	$4,162	$6,600
AP1055	6	$5,760	$8,546	$6,054	$4,746	$6,990	$3,222	$5,538	$7,002	$7,506	$4,152	$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB22	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB32	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB434	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB534	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB564	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CD44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CD54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
CS74	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CS423	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP44		$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP76	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP323	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CP433	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Track Type Tractors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D4K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D5K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6N	5	$3,809	$5,175	$2,942	$4,364	$1,314	$6,527	$6,969	$9,296	$9,061	$5,724	$3,232
	11	$5,250	$7,458	$5,219	$4,943	$3,232	$5,128	$4,899	$6,917	$6,260	$3,767	$3,290
D6T	4	$4,906	$6,624	$4,796	$2,795	$5,796	$4,644	$7,121	$9,722	$9,294	$3,036	$5,658
D7R	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D7E	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D8T	4	$6,792	$9,180	$6,690	$3,510	$8,280	$6,030	$8,682	$14,040	$15,750	$4,782	$7,800
D9T	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
D10T	4	$8,321	$15,931	$9,984	$6,823	$15,277	$10,637	$15,346	$20,653	$21,052	$7,790	$13,058
Integrated Tool Carriers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	$2,122	$3,394	$2,327	$1,958	$2,462	$4,166	$5,678	$7,597	$7,231	$3,720	$3,796
IT38	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
IT62	3	$3,101	$5,015	$3,319	$3,257	$3,654	$6,436	$8,813	$11,541	$10,739	$6,142	$6,515
Wheeled Excavators												

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	$4,583	$6,726	$3,116	$5,453	$1,944	$7,884	$8,651	$14,604	$12,650	$6,071	$6,230
	11	$8,066	$10,122	$4,218	$6,353	$4,944	$6,006	$6,048	$10,991	$8,321	$4,666	$2,976
M315	5	$4,639	$6,809	$3,154	$5,520	$1,968	$7,980	$8,758	$14,784	$12,806	$6,145	$6,307
	11	$8,171	$8,939	$4,272	$6,436	$5,008	$6,084	$6,126	$11,134	$8,429	$4,727	$3,013
M316	5	$4,651	$6,826	$3,161	$5,533	$1,973	$7,999	$8,778	$14,820	$12,838	$6,160	$6,323
	11	$8,213	$10,306	$4,294	$6,468	$5,033	$6,115	$6,534	$11,190	$8,472	$4,752	$3,030
M318	5	$4,786	$7,025	$3,253	$5,695	$2,030	$8,233	$9,035	$15,253	$13,212	$6,340	$6,506
	11	$8,443	$10,595	$4,416	$6,650	$5,174	$6,287	$6,330	$11,504	$8,710	$4,884	$3,114
M322	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM200	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM201	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
PS360	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	$5,380	$7,034	$4,850	$3,802	$6,535	$2,663	$4,375	$6,071	$6,792	$2,218	$4,294
RM500	6	$5,674	$7,444	$5,118	$2,074	$6,894	$2,809	$4,812	$6,403	$7,165	$2,339	$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
TS220	4	$2,939	$3,828	$3,476	$1,801	$4,339	$1,974	$4,059	$4,963	$5,194	$2,213	$3,712
Motor Graders												
Unit	Ship From	1	2	3	4	5	6		8	9	10	11
12	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
14	4	$4,310	$6,313	$3,636	$2,380	$5,760	$4,478	$6,079	$9,572	$9,548	$2,556	$4,774
120	4	$3,449	$5,051	$2,909	$1,904	$4,608	$3,582	$4,864	$7,657	$7,639	$2,045	$3,820
140	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
160	4	$3,576	$5,243	$3,054	$1,992	$4,795	$3,720	$5,046	$7,924	$7,932	$2,140	$3,966

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
226	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
232	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
236	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
242	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
246	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
248	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
252	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
256	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
262	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
268	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
272	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
247	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
257	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
267	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
277	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
287	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
297	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
279	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
289	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
299	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
NJPA Contract	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
301.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.6	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.8	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303.5	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
304	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305.5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
307	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
308	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
311	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
312	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
313	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
314	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
315	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
316	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
318	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
319	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
320	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
321	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
322	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
324	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
325	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
328	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
329	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
330	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
336	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
345	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
349	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
416	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
420	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
430	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
450	3	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	$2,472	$3,698	$2,040	$1,460	$3,190	$2,602	$3,571	$4,843	$5,052	$1,950	$2,878

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
615	4	$4,639	$6,792	$4,256	$2,488	$6,545	$4,558	$6,574	$10,020	$10,214	$3,320	$5,594
621	4	$6,304	$9,229	$5,784	$3,953	$8,893	$6,192	$8,933	$13,616	$13,880	$4,513	$7,602
623	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
627	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
730	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$1,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
735	5	$5,578	$8,188	$3,792	$6,637	$2,366	$9,595	$10,530	$17,778	$15,406	$7,390	$7,584
	11	$10,328	$12,961	$5,402	$8,134	$6,331	$7,691	$7,744	$14,074	$10,654	$5,975	$3,810
740	5	$5,748	$8,436	$3,907	$6,839	$3,658	$9,887	$10,850	$18,318	$15,868	$7,613	$7,814
	11	$10,643	$13,356	$5,566	$8,382	$6,523	$7,925	$7,980	$15,366	$13,140	$7,290	$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
824	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
824(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
826	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
826(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
836	4	$15,150	$20,477	$12,833	$8,770	$19,732	$13,739	$18,187	$25,250	$25,738	$10,012	$15,481
836(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
904	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
904	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
906	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
906	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
906	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
907	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
907	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
907	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
908	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
908	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
908	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
914	1	$2,853	$4,015	$2,789	$3,158	$2,789	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
914	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
914	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
924	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
928	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
930	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
938	4	$3,962	$5,800	$3,635	$2,124	$5,589	$3,892	$5,614	$8,557	$8,723	$2,836	$4,778
950	4	$4,027	$5,897	$3,696	$2,160	$5,683	$3,956	$5,708	$8,700	$8,868	$2,883	$4,856
962	4	$4,027	$5,897	$3,696	$2,160	$5,683	$3,956	$5,708	$8,700	$8,868	$2,883	$4,856
966	4	$4,239	$6,322	$3,962	$2,316	$6,093	$4,242	$6,119	$9,327	$9,507	$3,090	$5,208
972	4	$4,860	$7,114	$4,459	$2,605	$6,856	$4,775	$6,886	$10,498	$10,699	$3,479	$5,861
980	4	$11,983	$17,625	$9,283	$10,161	$10,577	$6,504	$8,578	$18,791	$20,084	$5,044	$9,952

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$3,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$4,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FOUR (4)

JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[signature] 3-12-2013
Signature Date

Jason Walker – Governmental Sales
Typed Name and Title

Caterpillar Inc.
Company Name

100 NE Adams
Address

walker_jason_e@cat.com
Email Address

Peoria Illinois 61629-1345
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 18 DAY OF March 2013, AT TUCSON, ARIZONA.

[signature]
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MAY 29, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FIVE (5)

JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure and model changes for Caterpillar Generators.

The Caterpillar Generator participant discount pages shall be replaced with the attached discount schedule dated 05/09/13.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

5-29-2013
Signature Date

JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title

CATERPILLAR
Company Name

100 NE ADAMS
Address

walker_jason_a@cat.com
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 29 DAY OF May 2013, AT TUCSON, ARIZONA.

As Director of Procurement and not personally

Contract #120377 Caterpillar Generator Discounts Effective 05/09/2013

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Contract Discount
60 HZ, 40 - 175 kW ***(Reference the "PSNA-EPG-F_C4.4PGAN" Caterpillar Price List)***	
D40-6 (3 phase)	30%
D50-6 (3 phase)	30%
D60-6 (3 phase)	30%
D80-6 (3 phase)	30%
D100-6 (3 phase)	30%
D40-6S (1 phase)	30%
D50-6S (1 phase)	30%
D60-6S (1 phase)	30%
D80-2S (1 phase)	30%
D100-6S (1 phase)	30%
60 HZ, 40 - 175 kW ***(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)***	
D125-6 (3 phase)	30%
D150-6 (3 phase)	30%
D175-2 (3 phase)	30%
C9, 60 HZ, 250 - 300 eKW (EPA Tier 3 & CARB Emissions Certified)	
(Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	36%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%
*Other Voltages available, but may affect generator output	
200 kW (600 Volt)	36%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%
C15, 60 HZ, 350 - 550 KW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_C15PKGG" Caterpillar Price List)	
Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with With Weather Protective Enclosures"	
350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4i	17%
455 kW Prime Power 480 Volt* Tier 4i	17%
455 kW Prime Power 208 Volt* Tier 4i	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%
*Other Voltages available, but may affect generator output	
**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year	
350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
460 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt))	31%
**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year	
C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_C18PKGG" Caterpillar Price List)	
550 kW (480 or 240 Volt)*	25%
600 kW (480 or 240 Volt)*	25%
*Other Voltages available, but may affect generator output	
550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_C27PKGG" Caterpillar Price List)

650 kW (480 or 240 Volt)*	34%
700 kW (480 or 240 Volt)*	34%
725 kW Std Prime Power 480 Volt* Tier 4I	17%
725 kW HD Prime Power 480 Volt* Tier 4I	17%
750 kW (480 or 240 Volt)*	34%
800 kW (480 or 240 Volt)*	34%

*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F_C32PGAG" Caterpillar Price List)

1000 kW (480 or 240 Volt)*	38%

C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

1000 kW (480 or 240 Volt)*	38%

*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3512PGAG" Caterpillar Price List)

480 V, Standby Rating Only - 1500 kW	34%
12470 V, Standby Rating Only - 1500 kW	34%

3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGAL" Caterpillar Price List)

480 V, Standby Rating Only - 2000 kW	34%
12470 V, Standby Rating Only - 2000 kW	34%

3516B, 60 HZ, 2250 kW (EPA Tier 1)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2250 kW	33%
High Voltage - Standby Rating Only - 2250 kW	33%

3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2500 kW	31%
High Voltage - Standby Rating Only - 2500 kW	31%

G3520, 60 HZ, 2055 and 1900 eKW

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)

Low/Med Voltage - 2055 eKW	17%
Low/Med Voltage - 1900 eKW	17%
High Voltage - 2055 eKW	17%
High Voltage - 1900 eKW	17%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	27%
3100 kW (without Fan Rating)	27%

Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

All Ratings from 25 - 300 kW	43%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)

20 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)

30 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ45N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ45N" Caterpillar Price List)

45 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)

60 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ80N" Caterpillar Price List)

80 kW* (3 phase)	45%

*There are several voltage options available

XQ100N, 60 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ100N" Caterpillar Price List)

100 kW* (3 phase)	45%

*There are several voltage options available

UPS (Uninterruptible Power Supply)
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

Input Options - Single Input Standard

Dual Input	20%

BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote
Battery Cabinet Adjacent

150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%

Battery Cabinet Remote

150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%

Battery Disconnect

175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

AUXILIARY CABINET OPTIONS
Cable Connection Cabinet

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
Adjacent Maintenance Bypass Cabinet	
Dealer chooses one (1) Maint Bypass, or wall Maint Bypass	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA	20%
Wall Mount Maintenance Bypass Cabinet	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA	20%
Maintenance Bypass - 208V/208V	20%
Distribution Cabinet	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
Distribution Cabinet Breakers	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%
PARALLELING OPTIONS	
Paralleling	
Paralleling	20%
Paralleling System Bypass Cabinet	
28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
Paralleling System Bypass Cabinet Breakers	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%
COMMUNICATIONS	
External Sync	
External Sync Box	20%
External Sync Card	20%
Additional Communications Protocol	
Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%
MOUNTING	

Seismic Kit	
UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%
ATS (AUTOMATIC TRANSFER SWITCHES	
ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3. NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3. NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%
Delayed Transition	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%

ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%
ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
ATCD-400-2, NEMA3	20%
ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
ATCD-600-2, NEMA3	20%
ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%
ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
CTGD-1600-3, NEMA3	20%
CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%

CTGD-3000-4, NEMA3	20%
	20%
MCCB ATC	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
ATV-225-2, NEMA1	20%
ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
ATV-1000-2, NEMA1	20%
ATV-1000-3, NEMA1	20%
ATV-1000-4, NEMA1	20%
	20%
ATV-40-2, NEMA3	20%
ATV-40-3, NEMA3	20%
ATV-40-4, NEMA3	20%
ATV-70-2, NEMA3	20%
ATV-70-3, NEMA3	20%
ATV-70-4, NEMA3	20%
ATV-100-2, NEMA3	20%
ATV-100-3, NEMA3	20%
ATV-100-4, NEMA3	20%
ATV-150-2, NEMA3	20%
ATV-150-3, NEMA3	20%
ATV-150-4, NEMA3	20%
ATV-200-2, NEMA3	20%
ATV-200-3, NEMA3	20%
ATV-200-4, NEMA3	20%
ATV-225-2, NEMA3	20%
ATV-225-3, NEMA3	20%
ATV-225-4, NEMA3	20%
ATV-300-2, NEMA3	20%
ATV-300-3, NEMA3	20%
ATV-300-4, NEMA3	20%
ATV-400-2, NEMA3	20%
ATV-400-3, NEMA3	20%
ATV-400-4, NEMA3	20%
ATV-600-2, NEMA3	20%
ATV-600-3, NEMA3	20%

ATV-600-4, NEMA3	20%
ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%
	20%
Bypass Isolation	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%
	20%
Bypass Isolation Delayed Transition	20%
BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%

BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%
	20%
Open Transition - Residential	20%
CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%
	20%
CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: JANUARY 13, 2014

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: SIX (6)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the 2014 discount pricing structure and model changes for Caterpillar Equipment and Generators.

The Caterpillar participant discount pages and freight matrix shall be replaced with the attached discount schedules, and shall be effective January 1, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[signature] 1-14-14
Signature Date

JASON WALKER - GOVERNMENT SALES
Typed Name and Title

CATERPILLAR, INC.
Company Name

100 NE ADAMS
Address

WALKER_JASON_C@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 14th DAY OF January, 2014, AT TUCSON, ARIZONA.

[signature]
As Director of Procurement and not personally

Caterpillar 2014 Contract Equipment Discounts

Machines	New Equipment	Used Equipment
	Discount off List	Discount from original List
Pavers		
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP255	16.00%	20.0%
Rollers		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34/CB34XW	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CD44		
CD54	16.00%	20.0%
CP44	14.00%	20.0%
CP54	14.00%	20.0%
CP56	14.00%	20.0%
CP68	14.00%	20.0%
CP74	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS64	14.00%	20.0%
CS68	14.00%	20.0%
CS78	14.00%	20.0%
CW14	16.00%	20.0%
CW34	16.00%	20.0%
Vocational Trucks		
CT660	23.00%	
CT681	23.00%	
Track Type Tractors		
D3	25.00%	20.0%
D4	24.00%	20.0%
D5	25.00%	20.0%
D6	24.00%	20.0%

D6	24.00%	20.0%
D6	24.00%	20.0%
D7	22.00%	20.0%
D8	22.00%	20.0%
D9	10.00%	20.0%
D10	10.00%	20.0%
Integrated Tool Carriers		
IT14	26.00%	20.0%
IT62	21.00%	20.0%
Cold Planners		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
Reclaimers		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
Wheeled Excavators		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
Motor Graders		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
160M	33.00%	20.0%
14M	23.00%	20.0%
Skid Steer Loaders		
216	16.00%	20.0%
226	16.00%	20.0%
236	16.00%	20.0%
242	16.00%	20.0%
246	16.00%	20.0%
262	16.00%	20.0%
272	16.00%	20.0%
Multi-Terrain Loaders		
247	16.00%	20.0%
257	16.00%	20.0%
277	16.00%	20.0%
287	16.00%	20.0%
Compact Track Loaders		
259	16.00%	20.0%
279	16.00%	20.0%
289	16.00%	20.0%

299	16.00%	20.0%
Excavators		
300.9	17.50%	20.0%
301.4	17.50%	20.0%
301.7	17.50%	20.0%
301.8	17.50%	20.0%
302.2	17.50%	20.0%
302.4	17.50%	20.0%
302.7	17.50%	20.0%
303	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
316	25.00%	20.0%
318	22.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
Backhoe Loaders		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
Landfill Compactors		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%

Wheel Loaders		
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
Worktools	15.00%	

Vocational Trucks		
CT660	23.00%	
Worktools	15.00%	

Caterpillar Generator Discounts Effective 01/01/14

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Contract Discount	
60 HZ, 40 - 175 kW ***(Reference the "PSNA-EPG-F_C4.4PGAN" Caterpillar Price List)***		
D40-6 (3 phase)	31%	
D50-6 (3 phase)	31%	
D60-6 (3 phase)	31%	
D80-6 (3 phase)	31%	
D100-6 (3 phase)	31%	
D40-6S (1 phase)	31%	
D50-6S (1 phase)	31%	
D60-8S (1 phase)	31%	
D80-2S (1 phase)	31%	
D100-6S (1 phase)	31%	
60 HZ, 40 - 175 kW ***(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)***		
D125-6 (3 phase)	35%	
D150-8 (3 phase)	35%	
D175-2 (3 phase)	35%	
C9, 60 HZ, 250 - 300 eKW (EPA Tier 3 & CARB Emissions Certified) ***(Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)***		
200 kW (480 or 240 Volt)*	38%	
250 kW (480 or 240 Volt)*	36%	
300 kW (480 or 240 Volt)*	37%	
*Other Voltages available, but may affect generator output		
200 kW (600 Volt)	38%	
250 kW (600 Volt)	32%	
300 kW (600 Volt)	31%	
C15, 60 HZ, 350 - 500 KW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for S ***(Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)***		
Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with With Weath		
350 kW (480 or 240 Volt)*	34%	
400 kW (480 or 240 Volt)*	32%	
455 kW Prime Power 600 Volt* Tier 4i	17%	*C15PKGN
455 kW Prime Power 480 Volt* Tier 4i	17%	*C15PKGN
455 kW Prime Power 208 Volt* Tier 4i	17%	*C15PKGN
450 kW (480 or 240 Volt)*	32%	
500 kW (480 or 240 Volt)*	32%	
*Other Voltages available, but may affect generator output		
350 kW (600 Volt)	34%	
400 kW (600 Volt)	32%	
450 kW (600 Volt)	32%	
500 kW (600 Volt)	32%	

C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Ce

(Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)

550 kW (480 or 240 Volt)*	25%	
600 kW (480 or 240 Volt)*	25%	

*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%	
600 kW (600 Volt)	25%	

C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Ce

(Reference the "PSNA-EPG-F_C27PGAN" Caterpillar Price List)

650 kW (480 or 240 Volt)*	34%	
700 kW (480 or 240 Volt)*	34%	
725 kW Std Prime Power 480 Volt* Tier 4i	17%	*C27PKGN
725 kW HD Prime Power 480 Volt* Tier 4i	17%	*C27PKGN
750 kW (480 or 240 Volt)*	34%	
800 kW (480 or 240 Volt)*	34%	

*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)

1000 kW (480 or 240 Volt)*	38%	

C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions C

1000 kW (480 or 240 Volt)*	38%	

*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certi

(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)

480 V, Standby Rating Only - 1500 kW	34%	
12470 V, Standby Rating Only - 1500 kW	34%	

3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certi

(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)

480 V, Standby Rating Only - 2000 kW	34%	
12470 V, Standby Rating Only - 2000 kW	34%	

3516C, 60 HZ, 2500 kW (EPA Tier 4 Interim) 480/277, 4160, 12470 Volts available

(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price 19%

3516C, 60 HZ, 2000 kW (EPA Tier 4 Interim) 480/277, 460, 12470 Volts available

(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price 19%

3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions C

(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)

Low/Med Voltage - Standby Rating Only - 2500 kW	31%	
High Voltage - Standby Rating Only - 2500 kW	31%	

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	27%	
3100 kW (without Fan Rating)	27%	

C175, 60 HZ, 3000 kW (EPA Tier 4 Interim)
(Reference the "PSNA-EPG-F_C175A-16EL" Caterpillar Price List)

3000 kW (with Fan Rating)	19%
3000 kW (with Fan Rating)	27%
3100 kW (without Fan Rating)	27%

Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

All Ratings from 25 - 300 kW	45%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)

20 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)

30 kW* (3 or 1 phase)	45%

*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)

60 kW* (3 or 1 phase)	45%

***There are several voltage options available**

XQ80N, 60 HZ, 80 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ80N" Caterpillar Price List)

80 kW* (3 phase)	45%

***There are several voltage options available**

XQ100N, 60 HZ, 100 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ100N" Caterpillar Price List)

100 kW* (3 phase)	45%

***There are several voltage options available**

XQ200N, 60 HZ, 200 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)

200 kW* (3 phase)	45%

XQ350N, 60 HZ, 350 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)

350 kW* (3 phase)	23%

XQ500N, 60 HZ, 500 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)

455 kW* (3 or 1 phase)	23%

XQ800N, 60 HZ, 500 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)

725 kW* (3 or 1 phase)	23%

XQ2000N, 60 HZ, 2000 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ2000N" Caterpillar Price L	19%
2000 kW* (3 phase)	

*There are several voltage options available

Switchgear (customizable) 12%

feasible to provide a paper price list for Cat switchgear.
However, participants will receive a ***12% discount*** *off of the*

Epic (Reference the "CATEPICG" Price List)

Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%

UPS (Uninterruptible Power Supply)
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

Input Options - Single Input Standard

Dual Input	20%

BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote
Battery Cabinet Adjacent

150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%

Battery Cabinet Remote

150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%
Battery Disconnect	
175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

AUXILIARY CABINET OPTIONS

Cable Connection Cabinet	
Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
Adjacent Maintenance Bypass Cabinet	
Dealer chooses one (1) Maint Bypass, or wall Maint Bypass	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%
Wall Mount Maintenance Bypass Cabinet	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%
Distribution Cabinet	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
Distribution Cabinet Breakers	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

PARALLELING OPTIONS

Paralleling	
Paralleling	20%

Paralleling System Bypass Cabinet	
28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
Paralleling System Bypass Cabinet Breakers	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%
COMMUNICATIONS	
External Sync	
External Sync Box	20%
External Sync Card	20%
Additional Communications Protocol	
Alarm Relay Card	20%
Environment Sensor for Network Management Cable	20%
Remote Summary Alarm Panel	20%
MOUNTING	
Seismic Kit	
UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
ATS (AUTOMATIC TRANSFER SWITCHES	
ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%

ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3. NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%
ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3. NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%

ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%
Delayed Transition	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%
ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%

ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
ATCD-400-2, NEMA3	20%
ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
ATCD-600-2, NEMA3	20%
ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%

ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
CTGD-1600-3, NEMA3	20%
CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%
CTGD-3000-4, NEMA3	20%
	20%
MCCB ATC	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
ATV-225-2, NEMA1	20%
ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
ATV-1000-2, NEMA1	20%
ATV-1000-3, NEMA1	20%
ATV-1000-4, NEMA1	20%
	20%
ATV-40-2, NEMA3	20%
ATV-40-3, NEMA3	20%
ATV-40-4, NEMA3	20%
ATV-70-2, NEMA3	20%

ATV-70-3, NEMA3	20%
ATV-70-4, NEMA3	20%
ATV-100-2, NEMA3	20%
ATV-100-3, NEMA3	20%
ATV-100-4, NEMA3	20%
ATV-150-2, NEMA3	20%
ATV-150-3, NEMA3	20%
ATV-150-4, NEMA3	20%
ATV-200-2, NEMA3	20%
ATV-200-3, NEMA3	20%
ATV-200-4, NEMA3	20%
ATV-225-2, NEMA3	20%
ATV-225-3, NEMA3	20%
ATV-225-4, NEMA3	20%
ATV-300-2, NEMA3	20%
ATV-300-3, NEMA3	20%
ATV-300-4, NEMA3	20%
ATV-400-2, NEMA3	20%
ATV-400-3, NEMA3	20%
ATV-400-4, NEMA3	20%
ATV-600-2, NEMA3	20%
ATV-600-3, NEMA3	20%
ATV-600-4, NEMA3	20%
ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%
	20%
Bypass Isolation	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%

BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%
	20%
Bypass Isolation Delayed Transition	20%
BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%
BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%
	20%
Open Transition - Residential	20%
CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%

CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%
	20%
CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

Caterpillar Contract Equipment Freight Matrix

Effective January 1, 2014

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP255	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP500	6	$5,346	$7,398	$5,550	$4,518	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP555	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP600	6	$5,346	$7,398	$5,550	$4,410	$6,762	$2,958	$5,357	$6,960	$7,302	$3,842	$6,214
AP655	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1000	6	$5,580	$7,662	$5,862	$4,650	$6,942	$3,000	$5,406	$7,062	$7,530	$4,082	$6,570
AP1055	6	$5,760	$8,546	$6,054	$4,746	$6,990	$3,222	$5,538	$7,002	$7,506	$4,152	$6,642
Rollers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB22	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB32	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CB44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CB64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC24	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CC34	6	$3,210	$4,426	$2,818	$2,767	$3,583	$1,933	$2,681	$3,427	$3,943	$1,466	$2,424
CD44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CD54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS64	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS68	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CS78	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
CP54	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP56	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP68	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CP74	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CW14	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
CW34	6	$3,644	$4,993	$3,209	$3,074	$4,111	$2,148	$3,034	$3,917	$4,492	$1,645	$2,771
Vocational Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
CT681	5	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Track Type Tractors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D4	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6K	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6N	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
D6T	4	$4,266	$5,760	$4,170	$2,430	$5,040	$4,038	$6,192	$8,454	$8,082	$2,640	$4,920
D7	4	$5,490	$7,440	$5,400	$2,862	$6,600	$5,040	$7,182	$10,998	$10,470	$3,432	$6,448
D8	4	$6,792	$9,180	$6,690	$3,510	$8,280	$6,030	$8,682	$14,040	$15,750	$4,782	$7,800
D9	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
D10	4	$12,663	$24,242	$15,194	$10,382	$23,247	$16,187	$23,352	$31,429	$32,036	$11,855	$19,870
Integrated Tool Carriers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	$2,122	$3,394	$2,327	$1,958	$2,462	$4,166	$5,678	$7,597	$7,231	$3,720	$3,796
IT62	3	$3,101	$5,015	$3,319	$3,257	$3,654	$6,436	$8,813	$11,541	$10,739	$6,142	$6,515
Wheeled Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M312	5	$4,583	$6,726	$3,116	$5,453	$1,944	$7,884	$8,651	$14,604	$12,650	$6,071	$6,299

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
	11	$8,066	$10,122	$4,218	$6,353	$4,944	$6,006	$6,048	$10,991	$8,321	$4,666	$2,976
M315	5	$4,639	$6,809	$3,154	$5,520	$1,968	$7,980	$8,758	$14,784	$12,806	$6,145	$6,307
	11	$8,171	$8,939	$4,272	$6,436	$5,008	$6,084	$6,126	$11,134	$8,429	$4,727	$3,013
M316	5	$4,651	$6,826	$3,161	$5,533	$1,973	$7,999	$8,778	$14,820	$12,838	$6,160	$6,323
	11	$8,213	$10,306	$4,294	$6,468	$5,033	$6,115	$6,534	$11,190	$8,472	$4,752	$3,030
M318	5	$4,786	$7,025	$3,253	$5,695	$2,030	$8,233	$9,035	$15,253	$13,212	$6,340	$6,506
	11	$8,443	$10,595	$4,416	$6,650	$5,174	$6,287	$6,330	$11,504	$8,710	$4,884	$3,114
M322	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
M325	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM200	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
PM201	6	$8,190	$10,710	$7,386	$5,789	$9,952	$4,056	$6,660	$9,244	$10,343	$3,398	$6,536
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	$5,380	$7,034	$4,850	$3,802	$6,535	$2,663	$4,375	$6,071	$6,792	$2,218	$4,294
RM500	6	$5,674	$7,444	$5,118	$2,074	$6,894	$2,809	$4,812	$6,403	$7,165	$2,339	$4,529
Motor Graders												
Unit	Ship From	1	2	3	4	5	6		8	9	10	11
12	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
14	4	$4,310	$6,313	$3,636	$2,380	$5,760	$4,478	$6,079	$9,572	$9,548	$2,556	$4,774
120	4	$3,449	$5,051	$2,909	$1,904	$4,608	$3,582	$4,864	$7,657	$7,639	$2,045	$3,820
140	4	$3,564	$5,219	$3,006	$1,968	$4,762	$3,702	$5,026	$7,913	$7,894	$2,113	$3,948
160	4	$3,576	$5,243	$3,054	$1,992	$4,795	$3,720	$5,046	$7,924	$7,932	$2,140	$3,966
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
226	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
236	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
242	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
246	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
262	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
272	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
247	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
257	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
277	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
287	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
279	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
289	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
299	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,253	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
301.8	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.2	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.4	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.7	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
302.2	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561
303	5	$3,031	$4,085	$2,382	$3,578	$1,022	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
NJPA Contract	11	$4,042	$5,828	$4,265	$3,887	$2,510	$4,069	$3,900	$5,414	$4,939	$2,976	$2,561

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
304	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
305.5	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
308	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
311	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
312	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
314	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
316	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
318	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
319	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
320	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
321	5	$4,968	$6,750	$3,838	$5,692	$1,714	$8,514	$9,090	$12,125	$11,819	$7,466	$4,216
	11	$6,847	$9,727	$6,808	$6,448	$4,216	$6,689	$6,390	$9,022	$8,165	$4,914	$4,291
324	5	$3,312	$4,500	$2,558	$3,794	$1,142	$5,676	$6,060	$8,083	$7,879	$4,978	$2,810
	11	$4,565	$6,485	$4,538	$4,298	$2,810	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
325	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
328	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
329	4	$5,910	$8,644	$4,925	$3,694	$7,831	$5,730	$8,182	$12,865	$12,853	$3,694	$6,482
336	4	$6,612	$9,671	$5,510	$4,140	$8,762	$6,289	$9,155	$14,395	$14,382	$4,133	$7,253
345	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
349	4	$7,934	$11,605	$6,612	$4,968	$10,514	$7,547	$10,986	$17,274	$17,258	$4,960	$8,704
Backhoe Loaders												
NJPA Contract	Ship From	1	2	3	4	5	6	7	8	9	10	11

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
416	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
420	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
430	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
450	3	$3,031	$4,085	$2,382	$3,578	$2,426	$5,190	$5,526	$8,984	$7,219	$4,723	$2,426
Wheel Tractor Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
621	4	$6,304	$9,229	$5,784	$3,953	$8,893	$6,192	$8,933	$13,616	$13,880	$4,513	$7,602
623	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
627	4	$7,006	$10,255	$6,427	$4,392	$9,882	$6,881	$9,926	$15,130	$15,424	$5,014	$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$13,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
730	5	$4,843	$7,108	$3,293	$5,762	$2,054	$8,330	$9,142	$15,433	$1,368	$6,415	$6,583
	11	$8,548	$10,727	$4,470	$6,732	$5,239	$6,365	$6,409	$11,647	$8,818	$4,093	$3,394
735	5	$5,578	$8,188	$3,792	$6,637	$2,366	$9,595	$10,530	$17,778	$15,406	$7,390	$7,584
	11	$10,328	$12,961	$5,402	$8,134	$6,331	$7,691	$7,744	$14,074	$10,654	$5,975	$3,810
740	5	$5,748	$8,436	$3,907	$6,839	$3,658	$9,887	$10,850	$18,318	$15,868	$7,613	$7,814
	11	$10,643	$13,356	$5,566	$8,382	$6,523	$7,925	$7,980	$15,366	$13,140	$7,290	$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
824	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
824(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	$5,340	$7,414	$4,646	$2,716	$7,145	$4,974	$7,176	$10,938	$11,150	$3,625	$6,107
826	4	$7,236	$13,853	$8,682	$5,933	$13,284	$9,250	$13,344	$17,959	$18,306	$6,774	$11,354
826(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
836	4	$15,150	$20,477	$12,833	$8,770	$19,732	$13,739	$18,187	$25,250	$25,738	$10,012	$15,481
836(B)	4	$2,184	$3,277	$1,800	$1,301	$2,808	$2,328	$3,173	$4,217	$4,426	$1,770	$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
906	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,232

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
907	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
908	1	$1,607	$4,015	$1,607	$3,158	$1,607	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
914	1	$2,853	$4,015	$2,789	$3,158	$2,789	$5,109	$7,635	$10,363	$9,559	$4,274	$6,233
	9	$4,565	$6,485	$4,538	$4,298	$9,559	$4,459	$4,260	$6,014	$5,443	$3,276	$2,861
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
924	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
930	3	$2,696	$4,361	$2,886	$2,832	$3,178	$5,597	$7,663	$10,036	$9,338	$5,341	$5,665
938	4	$3,445	$5,044	$3,161	$1,847	$4,860	$3,384	$4,882	$7,441	$7,585	$2,466	$4,154
950	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
962	4	$3,502	$5,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
966	4	$3,686	$5,497	$3,445	$2,014	$5,298	$3,689	$5,321	$8,111	$8,267	$2,687	$4,529
972	4	$4,226	$6,186	$3,877	$2,266	$5,962	$4,152	$5,988	$9,128	$9,304	$3,025	$5,096
980	4	$10,420	$15,326	$8,072	$8,836	$9,197	$5,656	$7,459	$16,340	$17,464	$4,386	$8,654
Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$3,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$5,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$4,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: APRIL 7, 2014

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: SEVEN (7)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2014 through April 30, 2015.

2. Standard Terms and Conditions, item #20 and #21 shall hereby be replaced with the following:

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any action, acts, errors, mistakes or omissions of Contractor relating to work, services, and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by the Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or wilful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. **If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.**

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. **Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.**

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[signature] 5-7-2014
Signature Date

Jason Walker Governmental Sales Consultant
Typed Name and Title

Caterpillar Inc.
Company Name

100 NE Adams
Address

Walker_jason_e@cat.com

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 7th DAY OF May, 2014, AT TUCSON, ARIZONA.

Email Address

Peoria	Illinois	61629
City	State	Zip

Nathan Gaon

As Director of Procurement and not personally

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

National IPA Current Participating Agencies

This list representative of National IPA Participating Agencies and should not be considered a complete or final list as it changes continually. Any agency listed here in is not obligated to utilize any contract in the National IPA portfolio.

Matanuska-Susitna Borough
Municipality of Anchorage
Alabama Emergency Management Agency
Anniston Housing Authority
BIRMINGHAM SOUTHERN COLLEGE
City of Gulf Shores Police Department
City of Huntsville
Cottonwood Police Department
ESA - Taylor Road Academy
Escambia County Commission
Moody Bible Institute - WMBV
Moody Bible Institute - WMFT
North Alabama United Methodist Conference
Ozark-Dale County E911
SAMFORD UNIVERSITY
SPRING HILL COLLEGE
Tallapoosa County 9-1-1
TROY STATE UNIVERSITY-DOTHAN
TROY UNIVERSITY-MAIN CAMPUS
UNIVERSITY OF ALABAMA AT BIRMINGHAM
UNIVERSITY OF MOBILE
Washington County Emergency Management Agency
AR State Board of Embalmers & Funeral Directors
Area Agency on Aging of Southeast Arkansas, Inc
Arkansas Agriculture Dept. - Livestock and Poultry
ARKANSAS BAPTIST COLLEGE
Arkansas Department of Labor
Arkansas Department of Parks and Tourism
Arkansas Department of Workforce Services
Arkansas Dept. of Finance & Administration
Arkansas Dept. of Human Service
Arkansas Fair Housing Commission
Arkansas Insurance Department
ARKANSAS NORTHEASTERN COLLEGE
Arkansas Securities Department
Arkansas State Library
ARKANSAS STATE PLANT BOARD
ARKANSAS STATE UNIVERSITY-MAIN CAMPUS
Arkansas Teachers Retirement System
ARKANSAS TECH UNIVERSITY
Arkansas Tech University at Ozark
Bureau of Legislative Research
Cabot High School
Cabot WaterWorks
Central Arkansas Transit Authority
CENTRAL ARKANSAS WATER

City of Beebe
City of Bentonville
City of Fayetteville
City of Fort Smith
City Of Fouke
City of Lavaca
City of Springdale
Cleveland County School District
Commission on Law Enforcement Standards and Training
Community Resource Group, Inc.
Dept. of Community Correction (Arkansas)
ECCLESIA COLLEGE
Eighth Judicial District Prosecuting Attorney
Elna M Smith Foundation
Fouke Public Schools
Habitat for Humanity of Washington County
HENDERSON STATE UNIVERSITY
HENDRIX COLLEGE
Jacksonville Housing Authority
JOHN BROWN UNIVERSITY
Lincoln Childcare Center
Little Rock Convention & Visitors Bureau
Little Rock Wastewater
Marion Police Department
NORTHWEST ARKANSAS COMMUNITY COLLEGE
OUACHITA BAPTIST UNIVERSITY
Ouachita Technical College
Peace At Home Family Shelter, Inc.
PHILANDER SMITH COLLEGE
PULASKI TECHNICAL COLLEGE
SOUTHEAST ARKANSAS COLLEGE
Southwest Arkansas Development Council, Inc. Head Start
Southwest Arkansas Planning & Development District, Inc.
Southwest Arkansas Water District
Texarkana Arkansas School District
UNIVERSITY OF ARKANSAS AT FT SMITH
UNIVERSITY OF ARKANSAS AT LITTLE ROCK
UNIVERSITY OF ARKANSAS AT PINE BLUFF
University of Arkansas Cooperative Extension Service
University of Arkansas Foundation, Inc.
UNIVERSITY OF CENTRAL ARKANSAS
UNIVERSITY OF THE OZARKS
Washington County, AR
WILLIAMS BAPTIST COLLEGE
Apollo Group, Inc.
Arizona Department of Economic Security
Arizona Public Service
Boy Scouts of America
Cambridge Academy
City of Apache Junction
CITY OF BISBEE

City of Casa Grande / Public Works Dept.
City of Chandler
City of Douglas
City of El Mirage
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa Arizona
City of Prescott
City of Scottsdale
City of Somerton
City of Surprise, AZ
City of Tempe
City of Tucson
City of Yuma
Coconino County
Community Bridges, Inc.
DEVRY UNIVERSITY - MESA
DEVRY UNIVERSITY - NORTHEAST PHOENIX
DEVRY UNIVERSITY - PHOENIX
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-PRESCOTT
ESA - Phoenix Center for Education
Fountain Hills Sanitary District
Fowler Elementary School District #45
Gila County
Hon-Dah Resort Casino
Humboldt Unified School District #22
La Frontera Center, Inc.
Lake Havasu City
Lake Havasu Unified School District #1
Litchfield Elementary School District
Maricopa Unified School District #20
MOHAVE COMMUNITY COLLEGE DISTRICT
Mohave County
Navajo County
Noah Webster Basic School
Northern Arizona Regional Behavioral Health Authority
NORTHLAND PIONEER COLLEGE
NORTHWEST FIRE DISTRICT
Osborn School District #8
Parker Police Department
Pascua Yaqui Tribe
PIMA COMMUNITY COLLEGE
Pima County, Arizona
Pinal County (AZ)
Pinal County Development Services
Pinetop-Lakeside Police Department
PYT Casino Del Sol
Roosevelt School District #66
Santa Cruz County (AZ)
Superstition Mountains Community Facilities District No. 1

Temple Emanuel of Tempe
Terros Behavioral Health Services
The Guidance Center, Inc.
The Town of Prescott Valley
Town of Clarkdale
Town of Marana
Town of Oro Valley
Town of Queen Creek
Tucson Unified School District #1
UNIVERSITY OF ARIZONA
Valley Metro RPTA
West Yavapai Guidance Clinic
WorldatWork
Yuma County Sheriff's Office
Alameda County Medical Center
Alameda County Sheriff's Office
Alert Ambulance Network, LLC
Allen and O'Hara Education Services
ALLIANT INTERNATIONAL UNIVERSITY
Alliant International University - Fresno
Alliant International University - Irvine
Alliant International University - Los Angeles
Alliant International University - Sacramento
Alliant International University - San Diego
Anaheim Union High School District
Associated Students - California State University - Hayward
Associated Students - California State University - Long Beach
Associated Students - San Diego State University
Associated Students California State University - Fresno
Associated Students California State University - Fullerton, Inc.
Associated Students California State University - Northridge, Inc.
Associated Students California State University - San Bernardino
Associated Students Incorporated of California State University - Stanislaus
Associated Students of California State University - Chico
Associated Students of California State University - Sacramento
Associated Students of California State University - San Marcos
Associated Students of California State University Los Angeles, Inc.
Associated Students of California State University, Channel Islands
Associated Students of Humboldt State University
Associated Students of San Francisco State University
Associated Students of Sonoma State University
Associated Students of the California Maritime Academy
Associated Students San Jose State University
Associated Students, California State University - Dominguez Hills
Associated Students, California State University, Bakersfield, Inc.
Associated Students, Incorporated of California Polytechnic State University at San Luis Obispo
Associated Students, Incorporated, California State Polytechnic University - Pomona
Autism Speaks
Aztec Shops, Ltd.
Bob Hope Airport

Boys & Girls Club of St Helena
Burbank Unified School District
Burbank-Glendale-Pasadena Airport Authority
Bureau of State Audits
Cal Poly Housing Corporation
Cal Poly Pomona University Educational Trust
Cal State Hayward Educational Foundation
Cal State L.A. University Auxiliary Services, Inc.
Calexico Unified School District
Calfornia State University - Fullerton Housing Authority
CALIFORNIA BAPTIST UNIVERSITY
CALIFORNIA LUTHERAN UNIVERSITY
CALIFORNIA MARITIME ACADEMY
California Maritime Academy Foundation, Inc.
California Polytechnic State University Foundation
CALIFORNIA POLYTECHNIC STATE UNIVERSITY-SAN LUIS OBISPO
California State Los Angeles Foundation
CALIFORNIA STATE POLYTECHNIC UNIVERSITY-POMONA
California State University - Chico Research Foundation
California State University - Fresno Association, Inc.
California State University - Fresno Foundation
California State University - Hayward Foundation, Inc.
California State University - Long Beach Foundation
California State University - Northridge - Foundation
California State University - Sacramento - Trust Foundation
California State University - Sacramento Foundation
California State University - San Marcos Foundation
California State University - Stanislaus Auxiliary and Business Services
California State University - Stanislaus Foundation
California State University Bakersfield Foundation
CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
California State University Dominguez Hills Foundation
California State University Foundation
California State University Institute
California State University, Bakersfield Foundation for Research
California State University, Bakersfield Student Union
California State University, Channel Islands Foundation
California State University, Fullerton, Foundation
CALIFORNIA STATE UNIVERSITY-BAKERSFIELD
CALIFORNIA STATE UNIVERSITY-CHANCELLORS OFFICE
CALIFORNIA STATE UNIVERSITY-CHICO
CALIFORNIA STATE UNIVERSITY-DOMINGUEZ HILLS
CALIFORNIA STATE UNIVERSITY-EAST BAY
CALIFORNIA STATE UNIVERSITY-FRESNO
CALIFORNIA STATE UNIVERSITY-FULLERTON
CALIFORNIA STATE UNIVERSITY-LONG BEACH
CALIFORNIA STATE UNIVERSITY-LOS ANGELES
CALIFORNIA STATE UNIVERSITY-MONTEREY BAY
CALIFORNIA STATE UNIVERSITY-NORTHRIDGE
CALIFORNIA STATE UNIVERSITY-SACRAMENTO
CALIFORNIA STATE UNIVERSITY-SAN BERNARDINO

CALIFORNIA STATE UNIVERSITY-SAN MARCOS
CALIFORNIA STATE UNIVERSITY-STANISLAUS
California State Univesity-Educational Opportunity
CalOptima
Capital Public Radio
Carlsbad Police Department
Carnegie Institution of Washington
Central Basin Municipal Water District
CENTRE CITY DEVELOPMENT CORP.
Chabot - Las Positas Community College District
CHAPMAN UNIVERSITY
City of Agoura Hills
City of Anaheim
City of Auburn
City of Berkeley (CA)
City of Beverly Hills
City of Brea
City of Buena Park
City of Calimesa
City of Carlsbad
CITY OF CERRITOS
City of Chino
City of Chino Hills
City of Chula Vista
City of Coronado
CITY OF CORONADO FIRE DEPARTMENT
City of Costa Mesa
City of Covina
City of Culver City
City of El Cajon
City of El Cerrito
City Of El Paso de Robles
City of El Segundo
CITY OF ENCINITAS-PUBLIC WORKS FACILITY
City of Escondido
City of Fremont
City of Fresno
City of Gardena
City of Hawthorne - California
City of Hayward
City of Hemet (CA)
City of La Mesa
City of La Verne
City of Lakewood
City of Lancaster
City of Lathrop
City of Lodi
City of Long Beach
City of Los Angeles
City of Lynwood
City of Madera

CITY OF MALIBU
City of Manhattan Beach
City of Manteca
City of Mountain View
City of National City
City of Norwalk
City of Novato
City of Oakland
City of Oakley
City of Oceanside
City of Ontario
City of Orange
CITY OF OXNARD
City Of Palm Desert
City of Palm Springs
City of Pasadena
City of Patterson
City of Poway
City of Rancho Cucamonga
City of Redding
City of Redwood City
City of Riverside
City Of Sacramento
City of Salinas (CA)
City of San Diego
City of San Jose
City of San Pablo
City of San Ramon
City of Santa Clarita
City of Santa Cruz
City of Santee
City of South Gate
City of Stanton (CA)
City of Sunnyvale
City of Torrance
City of Ventura
City of Victorville
City of Wasco
City of Westlake Village
City of Whittier
CLAREMONT GRADUATE UNIVERSITY
CLAREMONT GRADUATE UNIVERSITY - Office of Advancement
CLAREMONT GRADUATE UNIVERSITY - Peter F. Drucker and Masatoshi Ito Graduate School of Management
CLAREMONT GRADUATE UNIVERSITY - School of Arts and Humanities
CLAREMONT GRADUATE UNIVERSITY - School of Behavioral and Organizational Sciences
CLAREMONT GRADUATE UNIVERSITY - School of Educational Studies
CLAREMONT GRADUATE UNIVERSITY - School of Information and Technology
CLAREMONT GRADUATE UNIVERSITY - School of Politics and Economics
CLAREMONT GRADUATE UNIVERSITY - School of Religion

Claremont University Consortium
CLEVELAND CHIROPRACTIC COLLEGE OF LOS ANGELES
Clovis Unified School District
Coast Community College District
COGSWELL POLYTECHNICAL COLLEGE
County of Tulare
County of Marin
County of Nevada
County of Orange
County of Riverside
County of Sacramento
County of San Diego
County of Ventura
Court of Appeal, First Appellate District
CSAC - Excess Insurance Authority
CSUMB Employee Housing, Inc.
Cupertino Union School District
Delta Diablo Sanitation District
Desert Sands Unified School District
DEVRY UNIVERSITY - FREMONT
DEVRY UNIVERSITY - FRESNO
DEVRY UNIVERSITY - IRVINE
DEVRY UNIVERSITY - LONG BEACH
DEVRY UNIVERSITY - LOS ANGELES METRO
DEVRY UNIVERSITY - POMONA
DEVRY UNIVERSITY - SACRAMENTO
DEVRY UNIVERSITY - SAN DIEGO
DEVRY UNIVERSITY - SAN FRANCISCO
DEVRY UNIVERSITY - SAN JOSE
DEVRY UNIVERSITY - WEST HILLS
Discovery Christian Church
DOMINICAN UNIVERSITY OF CALIFORNIA
Donald P. Katherine B. Liker University Student Union, Inc.
East Bay Municipal Utility
Encina Wastewater Authority
Environmental Service Concepts, LLC - Farmers Market
Environmental Service Concepts, LLC - Universal City Walk
Environmental Services Concepts, LLC - Beverly Center
ESA - Carden Academy Morgan Hill
ESA - Rossier Park Elementary
ESA - Rossier Park High
ESA - Spectrum - Concord Campus - Valley
ESA - Spectrum - Fairfield Campus - Solano
ESA - Spectrum - Oakland Campus - Camden
ESA - Spectrum - Pittsburg Campus - Delta
ESA - Spectrum - Randol Campus
ESA - Spectrum - San Pablo Campus - Tara Hills
ESA - Spectrum - Union City Campus - Mission Valley
ESA - Spectrum Center - Golden Gate Campus
EVERGREEN VALLEY COLLEGE
Forest Lawn Memorial Park

Forty-Niner Shops, Inc.
Foundation for Educational Achievement
Foundation for the California State University - San Bernardino
Foundation of California State University - Monterey Bay
Franciscan Shops
Fresno County Economic Opportunities Commission
FRESNO PACIFIC UNIVERSITY
Fresno State Programs for Children, Inc.
Glendale Unified School District
Glenn Superior Court
Golden Gate National Parks Conservancy
GOLDEN GATE UNIVERSITY-SAN FRANCISCO
Grossmont Union High School District
Hacienda La Puente USD (K-12)
Harvard-Westlake School
HARVEY MUDD COLLEGE
Hemet Unified School District
Hillsborough City School District
HUMBOLDT STATE UNIVERSITY
Humboldt State University Center Board of Directors
Humboldt State University Foundation
HUMPHREYS COLLEGE-STOCKTON
Huntington Beach Union High School District
Inglewood Park Cemetery
JOHN F KENNEDY UNIVERSITY
Keck Graduate Institute
LA COSTA CANYON HIGH SCHOOL FOUNDATION
LA County Superior Court
LA SIERRA UNIVERSITY
Lake Elsinore Unified School District
Lakeside Union School District
Las Virgenes Unified School District
Los Angeles County Office of Education (LACOE)
Los Angeles Fire Department
Los Angeles Law Library
Los Angeles Unified School District
Marin County Employees Retirement Association
Marine Mammal Center
MENLO COLLEGE
Metropolitan Water District of Southern California
MILLS COLLEGE
Montclair Police Department
MOUNT SAINT MARY'S COLLEGE
National City Public Library
NEIGHBORHOOD HOUSE ASSOCIATION
Newark Memorial High School
North Bay Regional Center
North Campus - University Park Development Corporation
North County Health Project, Inc.
Oakland Adult Education - Edward Shands Adult School
Oakland Unified School District

Office of Systems Intergration
Operation Safehouse
Orange County Fire Authority
Orange County Sanitation District
Orange County Vector Control District
PACIFIC GRADUATE SCHOOL OF PSYCHOLOGY
PADRE DAM MUNICIPAL WATER DISTRICT
Palm Springs Art Museum
Palm Springs Unified School District
Palo Verde Unified School District
Placer ARC
Placer County Procurement Services
Project Kindle Inc.
Redlands Unified School District
SAINT MARY'S COLLEGE OF CALIFORNIA
San Andreas Regional Center
SAN DIEGO COUNTY OFFICE OF EDUCATION
San Diego County Regional Airport Authority
SAN DIEGO COUNTY WATER AUTHORITY
San Diego Regional Center
SAN DIEGO STATE UNIVERSITY
San Diego State University Foundation
San Diego Superior Court
San Diego Unified Port District
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
San Fernando Valley Community Mental Health Center
SAN FRANCISCO ART INSTITUTE
San Francisco Public Utilities Commission
SAN FRANCISCO STATE UNIVERSITY
San Francisco State University Foundation, Inc.
San Francisco State University Student Center
San Gabriel Pomona Regional Center
SAN JOSE CITY COLLEGE
SAN JOSE STATE UNIVERSITY
San Jose State University Foundation
SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT
San Luis Obispo County Office of Education
San Marcos University Corporation
SANDAG (San Diego Assoc. of Governments)
Santa Clara County Office of Education
SAYBROOK GRADUATE SCHOOL AND RESEARCH CENTER
Schmahl Science Workshops
Sequoia Union High School District
Shakti Rising
SIMPSON UNIVERSITY
Sinai Temple dba Mount Sinai Parks & Mortuaries
Skirball Cultural Center
SONOMA COUNTY JUNIIOR COLLEGE DISTRICT
Sonoma State Enterprises, Inc.
SONOMA STATE UNIVERSITY
Sonoma State University Academic Foundation Inc.

Sonoma Student Union Corporation
SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY
Spartan Shops, Inc.
St Augustine High School
State Center Community College District
State of California Assembly Rules Committee
State of California Dept. of General Services
Stone Soup
Student Union of California State University - San Bernardino
Superior Court of California, County of Marin
Superior Court of California, County of Merced
Superior Court of California, County of Riverside
Sutter County
Sweetwater Authority
Temecula Valley Unified School District
The Agricultural Foundation of California State University - Fresno
The Cal Poly Pomona Foundation, Inc.
The California State University - Fresno Athletic Corporation
The Campanile Foundation
The City of Corona (CA)
The Housing Authority of the County of Contra Costa
The King's College and Seminary
THE NATURE CONSERVANCY
The Student Union of San Jose State University
The University Corporation
The University Foundation California State University - Chico
THE UNIVERSITY OF WEST LOS ANGELES
Union Sanitary District
University - Student Union Board, California State University - Los Angeles
University Advancement Foundation
University Glen Corporation
UNIVERSITY OF LA VERNE
UNIVERSITY OF REDLANDS
UNIVERSITY OF SAN DIEGO
UNIVERSITY OF SOUTHERN CALIFORNIA
UNIVERSITY OF THE PACIFIC
UNIVERSITY OF THE PACIFIC MCGEORGE SCHOOL OF LAW
UNIVERSITY OF THE PACIFIC SCHOOL OF DENTISTRY
University Student Union of California State University - Northridge
University Union of California State University - Hayward
University Union of California State University - Stanislaus
University Union Operation of California State University - Sacramento
Valley Mountain Regional Center
Ventura County Community College District
Vista Hill Foundation
West Oakland Health Council
WestEd
WESTERN UNIVERSITY OF HEALTH SCIENCES
Westside Regional Center
Win River Casino
Yucaipa-Calimesa Joint Unified School District

Accreditation Review Committee on Education in Surgical Technology
Adams County Golf Courses
Adams County Housing Authority
Adams County School District 50
Boulder County
Brent's Place (Brent Ely Foundation)
Calvary Episcopal Church
Cherry Creek School District #5
City and County of Denver - Wastewater Management
City of Colorado Springs
City of Cortez
City of Englewood
City of Fort Morgan
City of Glendale
City of Glenwood Springs
City of Littleton - Fire Department
City of Longmont
City of Loveland
City of Wheat Ridge, CO
Colorado Children's Campaign
Colorado Christian Univ. - AGS Northern Colorado Center
Colorado Christian Univ. - AGS Southern Colorado Center
Colorado Christian Univ. - AGS Western Colorado Center
COLORADO CHRISTIAN UNIVERSITY
Colorado Judicial Department
Colorado School Districts Self Insurance Pool
Colorado Seminary
COLORADO STATE UNIVERSITY
Colorado Supreme Court
Denver Housing Authority
Denver University
Denver Young Artists Orchestra
DEVRY UNIVERSITY - COLORADO SPRINGS
DEVRY UNIVERSITY - DENVER
DEVRY UNIVERSITY - WESTMINSTER
Eagle County School District
El Paso County
El Paso County Department of Health & Environment
Ent Federal Credit Union
ESA - College of Living Experience
ESA - Humanex Academy
ESA - Regional Marketing
Focus on the Family
Fort Lewis College
Fremont Sanitation District
Junior Achievement Worldwide
La Plata County Government
Larimer County
Lewis Palmer School District
Marilyn Hickey Ministries/Orchard Road Christian Center
Mesa County Valley School District #51

MESA STATE COLLEGE
Poudre School District
Pueblo City-County Health Department
PW-Wastewater Management Division
REGIS UNIVERSITY
Rocky Vista University College of Osteopathic Medicine, LLC
St. Vrain Valley School District
The Clayton Foundation
The Colorado Health Foundation
Thompson School District
Town of Erie
Casey Family Services
City of Danbury, CT
City of Shelton
Department of Children and Families
Enhanced Care Initiative
Greater Bridgeport Transit Authority
HealthCare Connection, Inc.
Newington Board of Education
SACRED HEART UNIVERSITY
SAINT JOSEPH COLLEGE
Town of Glastonbury
Town of Greenwich
UNIVERSITY OF NEW HAVEN
Walnut Hill Community Church
West Hartford Public Schools
Windham Region Council of Governments
Alice Deal Middle School
American Council for an Energy-Efficient Economy (ACEEE)
American Red Cross
American University
Association for Psychological Science
Association of Maternal & Child Health Programs
CATHOLIC UNIVERSITY OF AMERICA
Center for Health and Gender Equity
Children's National Medical Center
Friendship Public Charter School
GEORGETOWN UNIVERSITY
Grantmakers for Effective Organizations
Jewish Historical Society of Greater Washington, DC
Laborers' International Union of North America
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
NATIONAL-LOUIS UNIVERSITY - Washington DC Campus
Save The Children
TRINITY UNIVERSITY
Washington Metropolitan Area Transit Authority
City of Wilmington
DELAWARE STATE UNIVERSITY
Lewes Police Department
Alachua County Sheriff's Office

Baker County Board of Commissioners
Brevard Achievement Center
Brevard County Board of County Commissioners
BROWARD COMMUNITY COLLEGE
Broward County Board of County Commissioners (FL)
Broward County Public Schools
CARLOS ALBIZU UNIVERSITY-MIAMI CAMPUS
CENTRAL FLORIDA COMMUNITY COLLEGE
Charlotte County Fire/EMS
City of Altamonte Springs
City of Apopka
City of Bonita Springs
City of Boynton Beach, Fire Rescue Department
City of Boynton Beach, Florida
City of Casselberry Police Department
City of Cocoa
City of Coconut Creek
City of Daytona Beach
City of DeFuniak Springs
City of Deltona
City of Fort Lauderdale
City of Fort Pierce
City of Fort Walton Beach
City of Gainesville
City of Gulf Breeze
City of Hallandale Beach
City of Homestead
City of Jacksonville
City of Lake Mary
City of Lake Wales
City of Melbourne
City of Miami (FL)
City of Miramar
City of North Miami Beach
City Of Oldsmar
City of Orlando, Florida
City of Pinellas Park
City of Plantation
City of Port Orange
City of Sanford
City of Sanford - Public Works/Fleet Maintenance
City of Sebastian
City of South Daytona
City of St. Petersburg
City of Stuart, Florida
City of Sunrise
City of Tallahassee
City of Tampa
City of Tarpon Springs
City of Winter Park
Collier County Board of County Commissioners

Collier County Public Schools
Community Coordinated Care for Children
Council on Aging of West Florida, Inc.
CROSS INTERNATIONAL
Davie Police Department
DAYTONA BEACH COMMUNITY COLLEGE
DEVRY UNIVERSITY - FORT LAUDERDALE
DEVRY UNIVERSITY - JACKSONVILLE
DEVRY UNIVERSITY - MIAMI
DEVRY UNIVERSITY - MIRAMAR
DEVRY UNIVERSITY - ORLANDO
DEVRY UNIVERSITY - ORLANDO NORTH
DEVRY UNIVERSITY - TAMPA
DEVRY UNIVERSITY - TAMPA EAST
Duval County
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-DAYTONA BEACH
Emerald Coast Utilities Authority
Environmental Service Concepts, LLC - Cordova Mall
Environmental Service Concepts, LLC - University Mall
ESA - Atlantis Academy - Coral Springs
ESA - Atlantis Academy - Miami
ESA - Atlantis Academy - Palm Beaches
ESA - Atlantis Academy - Tallahassee
ESA - Bishop-Eton School
ESA - Broach Tampa High School
ESA - College Living Experience
ESA - Crossroads - Arlington School
ESA - Crossroads - North
ESA - Crossroads - Regional Office
ESA - Crossroads - West
ESA - Crossroads Clearwater
ESA - Crossroads Lakeland
ESA - Crossroads Mandarin/Broach Mandarin
ESA - Crossroads Orange Park
ESA - Crossroads Tampa
ESA - Crossroads West Palm
ESA - Jupiter Academy
ESA - Regional Marketing
ESA - Regional Marketing
ESA - The Brevard Learning Clinic - Melbourne School
ESA - The Broach School - Orange Park Campus
ESA - The Broach School - South
ESA - The Broach School - West
ESA - The Broach School at Bradenton
ESA - The Broach School at Fort Myers
ESA - The Broach School at Jacksonville
ESA - The Broach School at St. Petersburg
ESA - The Broach School of Tampa Elementary
ESA - Zephyrhills
Escambia County Sheriff's Office
Escambia County, Florida

Face School- Florida Autism Center of Excellence
FLAGLER COLLEGE
FLORIDA COMMUNITY COLLEGE AT JACKSONVILLE
Florida Community Health Centers
Florida Gulf Coast University
FLORIDA INTERNATIONAL UNIVERSITY
FLORIDA MEMORIAL COLLEGE
FLORIDA STATE UNIVERSITY
Florida Tech - Melbourne
Ft. Myers Public Defender's Office
GULF COAST COMMUNITY COLLEGE
HAITIAN NEIGHBORHOOD CENTER
Hardee County Board of County Commissioners
HENDRY COUNTY SCHOOL BOARD DISTRICT
Hendry County Sheriff Department
Hendry County Technology Services
Hernando County Board of County Commissioners
Hialeah Fire Department
HILLSBOROUGH COMMUNITY COLLEGE
Hillsborough County (FL)
Hillsborough County Clerk of Circuit Court
Hillsborough County Fire Rescue
Hillsborough County Public Schools
Hillsborough County Sheriff's Office
Housing Authority of The City of Key West
JACKSONVILLE UNIVERSITY
KEISER COLLEGE
Key Largo Fire Rescue
LAKE-SUMTER COMMUNITY COLLEGE
Lee County Sheriff's Department
Lee County Tax Collector
Legal Services of Greater Miami, Inc.
Leon County, Florida
LiveIT Academy
Longwood Police Dept.
LYNN UNIVERSITY
MANATEE COMMUNITY COLLEGE
Manatee County Government
Marion County Sheriff's Office
MEDVANCE INSTITUTE - CORPORATE
MEDVANCE INSTITUTE - FT. LAUDERDALE
MEDVANCE INSTITUTE - FT. LAUDERDALE
MEDVANCE INSTITUTE - FT. LAUDERDALE
MEDVANCE INSTITUTE - FT. LAUDERDALE
MEDVANCE INSTITUTE - MIAMI
MEDVANCE INSTITUTE - PORT ST. LUCIE
MEDVANCE INSTITUTE - STUART
MEDVANCE INSTITUTE - WEST PALM BEACH
Miami Ad School
MIAMI DADE COLLEGE
Miami-Dade County

Moody Bible Institute - WKES
Moody Bible Institute - WRMB
NATIONAL-LOUIS UNIVERSITY - Tampa Florida Campus
North Lauderdale Fire Rescue
Northside Mental Health Center
NOVA SOUTHEASTERN UNIVERSITY
Office of the Public Defender-18th Circuit
Office of the State Attorney
Okaloosa County Board Of County Commissioners
Okaloosa County Sheriff's Office
OKALOOSA-WALTON COLLEGE
Orange County Board of County Commissioners
Orange County Fire & Rescue
Orange County Health Department
Orlando-Orange County Expressway Authority
Orthodox Christian Mission Center
Osceola County Government (BOCC)
PALM BEACH COMMUNITY COLLEGE
Palm Beach County Sheriff's Office
Pasco County Clerk of the Circuit Court
PENSACOLA JUNIOR COLLEGE
Pinellas County Board of County Commissioners
Pinellas County Sheriff's Office
Public Defenders Office, 11th Judicial Circuit
Reedy Creek Improvement District
ROLLINS COLLEGE
SAINT THOMAS UNIVERSITY
SANTA FE COMMUNITY COLLEGE
Santa Rosa County FCU
Santa Rosa County School Board
School Board of Pinellas County, Florida
School District of Osceola County
SEMINOLE COMMUNITY COLLEGE
Seminole County (FL)
SHELTER FOR ABUSED WOMEN/CHILD
Sistema Universitario Ana G. Mendez (SUAGM)
Solid Waste Authority of Palm Beach County Florida
SOUTH FLORIDA COMMUNITY COLLEGE
South Florida Regional Transportation Authority
St Johns County Supervisor of Elections
ST PETERSBURG COLLEGE
State Attorney 18th JC of Florida
STETSON UNIVERSITY
Tampa Bay History Center
Tampa Sports Authority
The American University of the Caribbean School of Medicine
THE BAPTIST COLLEGE OF FLORIDA
The Centers, Inc.
THE UNIVERSITY OF TAMPA
Town of Belleair
Town of Indian River Shores

Town of Palm Beach
Town of Southwest Ranches
Town of Surfside Technology Department
TRINITY COLLEGE OF FLORIDA
United Cerebral Palsy South Florida
United Safety Council
University of Central Florida
UNIVERSITY OF FLORIDA
UNIVERSITY OF NORTH FLORIDA
VALENCIA COMMUNITY COLLEGE
Vero Beach Police Department
Village of Royal Palm Beach
Washington Co Dist. School Board/ dba Washington-Holmes Technical Ctr
Winter Garden Police Department
Work Force One
Wounded Warrior Project
YMCA of the Palms
YMCA OF THE PALMS/Bonita Springs
Alpharetta First United Methodist
American Intercontinental University
Anverse,Inc.
Atlanta HIDTA
Atlanta Public Schools
AUGUSTA TECHNICAL COLLEGE
BERRY COLLEGE
Berry College - Oak Hill and the Martha Berry Museum
BREWTON-PARKER COLLEGE
Camden County Board of Commissioners
Carroll County Board of Commissioners
City of Atlanta
City of Cartersville
City of Cumming, Georgia
City of Kennesaw
City of Roswell, Georgia
City of Sandy Springs
City of Smyrna Georgia
CLARK ATLANTA UNIVERSITY
Cobb County Government
COVENANT COLLEGE
Crisp County Board of Commisioners
Crisp County Health Department
Crisp County Information Technology Department
Dade County
Dekalb Community Service Board (CSB)
DeKalb County Government
Department of Administrative Services, State of Georgia
Department of Juvenile Justice
DEVRY UNIVERSITY - ALPHARETTA
DEVRY UNIVERSITY - ATLANTA
DEVRY UNIVERSITY - ATLANTA BUCKHEAD
DEVRY UNIVERSITY - ATLANTA PERIMETER CENTER

DEVRY UNIVERSITY - DECATUR
DEVRY UNIVERSITY - DULUTH
DEVRY UNIVERSITY - STOCKBRIDGE
Floyd County Government
Georgia Department of Human Resources
Georgia International Convention Center
Georgia Office of Secretary of State
Georgia State Government 7th Judicial Administrative District
Grady County Board of Commissioners
GRN Community Service Board
Gwinnett County Board of County Commissioners
Gwinnett County Public Library
Jones County Board of Commissioners
LAGRANGE COLLEGE
LIFE UNIVERSITY
Metropolitan Atlanta Rapid Transit Authority (MARTA)
Municipal Gas Authority of Georgia
PAINE COLLEGE
SHORTER COLLEGE
Smoke Rise Baptist Church
SPELMAN COLLEGE
State of Georgia - Department of Human Resources
The City Of Monroe
THOMAS UNIVERSITY
TOCCOA FALLS COLLEGE
TRUETT-MCCONNELL COLLEGE
Unified Government of Athens-Clarke County
University of Georgia Police Department
Walton County Board of Education
Walton County Water and Sewerage Authority
Walton Electric Membership Corporation
American Red Cross - Central Iowa Chapter
Black Hawk County
Bondurant-Farrar Community Schools
Cass County Memorial Hospital
Center for the Advancement of Self-Sufficiency, Incorporated
City of Ames
City of Cedar Rapids IA
City of Council Bluffs Police Department
City of Davenport
City of Des Moines
City of Nevada
Dallas County
Delaware County
DES MOINES AREA COMMUNITY COLLEGE
Greene County
Guthrie County
Heartland Child Development
HENRY COUNTY SHERIFFS OFFICE
Hospice of Central Iowa
Indianola High School

Iowa Division of Banking
Iowa State Association of Counties
Linn County
Minburn Community School District
Nishna Valley Credit Union
Northeast Iowa Community College
Norwalk Community Schools
Riverside Lutheran Bible Camp
SIMPSON COLLEGE
The Municipal Housing Agency
Veteran Affairs - Iowa Veterans Cemetary
Walnut Creek Community Church
Warren County
Winterset Community School District
Children's Home Society of Idaho
City of Idaho Falls
College of Western Idaho
Idaho Housing and Finance Association
Mountain Home Fire Department
The City of Post Falls, Idaho
Addison Public Library
After School Matters
American Dental Association
BLACK HAWK COLLEGE
BLACKBURN COLLEGE
Bloom Township
Boy Scouts of America
CARL SANDBURG COLLEGE
Carol Stream Police
Central Illinois Service Access, Inc.
Chester Community Unit School District
Chicago Public Schools
City Colleges of Chicago System
CITY COLLEGES OF CHICAGO-HAROLD WASHINGTON COLLEGE
CITY COLLEGES OF CHICAGO-HARRY S TRUMAN COLLEGE
CITY COLLEGES OF CHICAGO-KENNEDY-KING COLLEGE
CITY COLLEGES OF CHICAGO-MALCOLM X COLLEGE
CITY COLLEGES OF CHICAGO-OLIVE-HARVEY COLLEGE
CITY COLLEGES OF CHICAGO-RICHARD J DALEY COLLEGE
CITY COLLEGES OF CHICAGO-WILBUR WRIGHT COLLEGE
City of Aurora (IL)
City of Decatur
City of Edwardsville
City of Elgin
City of Evanston
City of Galesburg, IL
City of Lake Forest
City of Park Ridge
City of Peoria, Illinois
City of Peru
City of Quincy

City of Rock Island
City of Tuscola
City of Waterloo
City of Wilmington
COLLEGE OF DUPAGE
COLLEGE OF LAKE COUNTY
COLUMBIA COLLEGE CHICAGO
Consulate General of the Republic of Poland
Cook County Office of the Purchasing Agent
County of DuPage
County of McHenry
Crusader Clinic
DANVILLE AREA COMMUNITY COLLEGE
Danville Public Library
DeKalb County Public Building Commission
DES PLAINES PARK DISTRICT
DEVRY UNIVERSITY - ADDISON
DEVRY UNIVERSITY - CHICAGO
DEVRY UNIVERSITY - CHICAGO LOOP
DEVRY UNIVERSITY - CHICAGO O'HARE
DEVRY UNIVERSITY - ELGIN
DEVRY UNIVERSITY - GURNEE
DEVRY UNIVERSITY - LINCOLNSHIRE
DEVRY UNIVERSITY - NAPERVILLE
DEVRY UNIVERSITY - OAKBROOK TERRACE
DEVRY UNIVERSITY - SCHAUMBURG
DEVRY UNIVERSITY - TINLEY PARK
District 156 - McHenry Community High School
District 156 - McHenry High School - Booster Club
District 156 - McHenry High School - East Campus
District 156 - McHenry High School - Tempo
District 156 - McHenry High School - West Campus
District 156 - McHenry High Schools - Athletics
District 200 - Clay Elementary School
District 200 - Dean Street Elementary School
District 200 - Greenwood Elementary School
District 200 - Mary Endres Elementary School
District 200 - Northwood Middle School
District 200 - Olson Middle School
District 200 - Verda Dierzen Early Learning Center
District 200 - Westwood Elementary School
District 200 - Woodstock Community Unit School District
District 200 - Woodstock High School
District 300 - Administration Building
District 300 - Algonquin Lakes Elementary
District 300 - Algonquin Middle School
District 300 - Buildings and Grounds
District 300 - Carpentersville Middle School
District 300 - deLacey Family Education Center
District 300 - Dundee Highlands Elementary
District 300 - Dundee Middle School

District 300 - Dundee-Crown High School
District 300 - Eastview Elementary
District 300 - Golfview Elementary
District 300 - Hampshire Elementary
District 300 - Hampshire High School
District 300 - Jacobs High School
District 300 - Lake in the Hills Elementary
District 300 - Lakewood
District 300 - Liberty Elementary
District 300 - Lincoln Prairie Elementary
District 300 - Meadowdale Elementary
District 300 - Neubert Elementary School
District 300 - Oak Ridge School
District 300 - Parkview Elementary
District 300 - Perry Elementary
District 300 - Sleepy Hollow Elementary
District 300 - Transportation - Algonquin
District 300 - Transportation - Carpentersville
District 300 - Westfield Community School
Dundee Township Park District
DuPage County Health Department
Edwardsville CUSD #7
Ela Township
ELGIN COMMUNITY COLLEGE
ELMHURST COLLEGE
ESA - Regional Marketing
Fairview Ministries/ VibrantLiving Communities and Services
Forest Preserve District of Cook County
Freeport Park District
Frontier Community College
Glen Carbon Centennial Library
Glen Ellyn Public Library
Good Samaritan Home of Quincy
Granite City School District
GREENVILLE COLLEGE
Harvest Bible Chapel
HEARTLAND COMMUNITY COLLEGE
HIGHLAND COMMUNITY COLLEGE
Hinsdale Public Library
Hoffman Estates Park District
Housing Authority of Joliet
Illinois Association of School Administrators
Illinois Audubon Society
ILLINOIS CENTRAL COLLEGE
Illinois Community College Board
Illinois Community College System Foundation
ILLINOIS EASTERN COMMUNITY COLLEGES-OLNEY CENTRAL COLLEGE
ILLINOIS EASTERN COMMUNITY COLLEGES-WABASH VALLEY COLLEGE
ILLINOIS VALLEY COMMUNITY COLLEGE
ILLINOIS WESLEYAN UNIVERSITY
Infant Welfare Society of Chicago

ITT TECHNICAL INSTITUTE
ITT TECHNICAL INSTITUTE
JOHN A LOGAN COLLEGE
JOHN WOOD COMMUNITY COLLEGE
JOLIET JUNIOR COLLEGE
JUDSON COLLEGE
KANKAKEE COMMUNITY COLLEGE
KASKASKIA COLLEGE
KISHWAUKEE COLLEGE
Lake County Health Department and Community Health Center
LAKE FOREST GRADUATE SCHOOL OF MANAGEMENT
Lake Forest Police Department
LAKE LAND COLLEGE
LEWIS AND CLARK COMMUNITY COLLEGE
LINCOLN LAND COMMUNITY COLLEGE
Lincoln Trail College
Lisle Public Library District
Lockport Township Park District
LOYOLA UNIVERSITY CHICAGO
Madison County Government
Marengo Rescue Squad
MCHENRY COUNTY COLLEGE
MIDWESTERN UNIVERSITY
MONMOUTH COLLEGE
MOODY BIBLE INSTITUTE
Moody Bible Institute - WDLM
Moody Bible Institute - WMBI
MORAINE VALLEY COMMUNITY COLLEGE
MORTON COLLEGE
Mount Prospect School District 57
NATIONAL-LOUIS UNIVERSITY
NATIONAL-LOUIS UNIVERSITY - Chicago Campus
NATIONAL-LOUIS UNIVERSITY - Elgin Campus
NATIONAL-LOUIS UNIVERSITY - Lisle Campus
NATIONAL-LOUIS UNIVERSITY - Skokie Campus
Neighborhood Housing Services of Chicago
NORTH CENTRAL COLLEGE
Oak Park Township
OAKTON COMMUNITY COLLEGE
OLIVET NAZARENE UNIVERSITY
Oswego CUSD #308
Our Lady of Perpetual Help Church
Park District Risk Management
PARKLAND COLLEGE
Peoria Public Schools District 150
PRAIRIE STATE COLLEGE
Prospect Heights Police Department
REND LAKE COLLEGE
RICHLAND COMMUNITY COLLEGE
ROBERT MORRIS COLLEGE
ROBERT MORRIS COLLEGE - BENSENVILLE

ROBERT MORRIS COLLEGE - DUPAGE
ROBERT MORRIS COLLEGE - LAKE CO.
ROBERT MORRIS COLLEGE - ORLAND PARK
ROBERT MORRIS COLLEGE - ORLAND PARK
ROBERT MORRIS COLLEGE - PEORIA
ROBERT MORRIS COLLEGE - SPRINGFIELD
ROCK VALLEY COLLEGE
Rockford Lutheran Schools
Roxana Public Library District
SAUK VALLEY COMMUNITY COLLEGE
SHAWNEE COMMUNITY COLLEGE
Skokie Park District
SOUTH SUBURBAN COLLEGE
SOUTHEASTERN ILLINOIS COLLEGE
Southern Illinois Enforcement Group
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE
SOUTHWESTERN ILLINOIS COLLEGE
SPERTUS COLLEGE
SPOON RIVER COLLEGE
SPRINGFIELD COLLEGE IN ILLINOIS
Springfield Park District
St. Clair County
The Family Institute at Northwestern University
Town of Normal, Illinois
Trilogy, Inc.
TRITON COLLEGE
University of St. Francis
Village of Bartlett
Village of Elk Grove
Village of Glen Ellyn
Village of Glendale Heights (IL)
Village of Grayslake
Village of Milan
Village of Oak Brook
Village of Westchester
Village of Wheeling
Village of Woodridge
WAUBONSEE COMMUNITY COLLEGE
Westmont Public Library
Will County Government (IL)
WILLIAM RAINEY HARPER COLLEGE
Willow Creek Communiuty Church
Woodford County
Woodford County Health Department
Woodridge School District 68
Allen County Government
ANCILLA COLLEGE
ANDERSON UNIVERSITY
Athens Medical Center
Bartholomew County
BETHEL COLLEGE

Brownsburg Community School Corporation
BUTLER UNIVERSITY
CALUMET COLLEGE OF SAINT JOSEPH
Cancer Services of Allen County
CenterPoint Counseling Center
Cicero Parks Department
City of Fort Wayne
Community Mental Health Center, Inc
DEPAUW UNIVERSITY
DEVRY UNIVERSITY - INDIANAPOLIS
DEVRY UNIVERSITY - MERRILLVILLE
EARLHAM COLLEGE
ESA - Regional Marketing
Evansville-Vanderburgh School Corporation
First United Methodist Church
First United Methodist Church - Martinsville
Fort Wayne Community Schools
FRANKLIN COLLEGE
GAGE, Inc.
Good Samaritan Hospital
GOSHEN COLLEGE
Grace College & Seminary - Grace Schools, Inc.
GRACE COLLEGE AND THEOLOGICAL SEMINARY
HANOVER COLLEGE
HealthSouth Deaconess Rehabilitation Hospital
HOLY CROSS COLLEGE
HUNTINGTON UNIVERSITY
Independent Colleges of Indiana, Inc.
INDIANA INSTITUTE OF TECHNOLOGY
INDIANA WESLEYAN UNIVERSITY
Indiana Wesleyan University - Wesleyan Retirement Center, Inc.
Indianapolis Public Transportation Corporation
IVY TECH COMMUNITY COLLEGE - ANDERSON CAMPUS
IVY TECH COMMUNITY COLLEGE - EAST CHICAGO CAMPUS
IVY TECH COMMUNITY COLLEGE - ELKHART CAMPUS
IVY TECH COMMUNITY COLLEGE - LAWRENCEBURG CAMPUS
IVY TECH COMMUNITY COLLEGE - LOGANSPORT CAMPUS
IVY TECH COMMUNITY COLLEGE - MARION CAMPUS
IVY TECH COMMUNITY COLLEGE - MICHIGAN CITY CAMPUS
IVY TECH COMMUNITY COLLEGE - VALPARAISO CAMPUS
IVY TECH COMMUNITY COLLEGE - WABASH CAMPUS
IVY TECH COMMUNITY COLLEGE - WARSAW CAMPUS
IVY TECH COMMUNITY COLLEGE-BLOOMINGTON CAMPUS
IVY TECH COMMUNITY COLLEGE-CENTRAL OFFICE
IVY TECH COMMUNITY COLLEGE-COLUMBUS CAMPUS
IVY TECH COMMUNITY COLLEGE-EVANSVILLE CAMPUS
IVY TECH COMMUNITY COLLEGE-FORT WAYNE CAMPUS
IVY TECH COMMUNITY COLLEGE-GARY CAMPUS
IVY TECH COMMUNITY COLLEGE-INDIANAPOLIS CAMPUS
IVY TECH COMMUNITY COLLEGE-KOKOMO CAMPUS
IVY TECH COMMUNITY COLLEGE-LAFAYETTE CAMPUS

IVY TECH COMMUNITY COLLEGE-MADISON CAMPUS
IVY TECH COMMUNITY COLLEGE-MUNCIE CAMPUS
IVY TECH COMMUNITY COLLEGE-RICHMOND CAMPUS
IVY TECH COMMUNITY COLLEGE-SELLERSBURG CAMPUS
IVY TECH COMMUNITY COLLEGE-SOUTH BEND CAMPUS
IVY TECH COMMUNITY COLLEGE-TERRE HAUTE CAMPUS
Kosciusko 21st Century Foundation
Lebanon Public Library
Lifeline Youth & Family Services, Inc.
MANCHESTER COLLEGE
MARIAN COLLEGE
Marshall County Government (Sheriff's Office)
MARTIN UNIVERSITY
Metropolitan School District of Lawrence Township
Metropolitan School District of Mt. Vernon
Monroe County Board of Commissioners
Moody Bible Institute - WGNR
OAKLAND CITY UNIVERSITY
PURDUE UNIVERSITY-CALUMET CAMPUS
ROSE-HULMAN INSTITUTE OF TECHNOLOGY
Rose-Hulman Institute of Technology - Rose-Hulman Ventures
SAINT JOSEPHS COLLEGE
SAINT MARY-OF-THE-WOODS COLLEGE
SAINT MARY'S COLLEGE
South Harrison Community School Corporation
Southern Hancock Schools
TAYLOR UNIVERSITY BROADCASTING, INC.
TAYLOR UNIVERSITY-FT WAYNE
TAYLOR UNIVERSITY-UPLAND
The Center for Hospice and Palliative Care, Inc
Town of Newburgh
Tri-State University
TRI-STATE UNIVERSITY-FORT WAYNE CAMPUS
TRI-STATE UNIVERSITY-HOWE CAMPUS
TRI-STATE UNIVERSITY-KENDALLVILLE CAMPUS
TRI-STATE UNIVERSITY-MERRILLVILLE CAMPUS
TRI-STATE UNIVERSITY-NORTH CAMPUS
TRI-STATE UNIVERSITY-SOUTH BEND CAMPUS
UNIVERSITY OF EVANSVILLE
UNIVERSITY OF INDIANAPOLIS
UNIVERSITY OF SAINT FRANCIS-FT WAYNE
VALPARAISO UNIVERSITY
VINCENNES UNIVERSITY
Vineyard Community Church
WABASH COLLEGE
Workforce Network, Inc.
Atchison County (KS)
Auburn-Washburn USD 437
Bonner Springs Library
Bonner Springs Police Department
Church of the Resurrection

City of Lawrence
City of Lenexa
City of Olathe
City of Ottawa
City of Wichita (KS)
CLEVELAND CHIROPRACTIC COLLEGE
Cloud County
Douglas County
Episcopal Diocese of Kansas
Family Service & Guidance Center of Topeka, Inc.
FORT HAYS STATE UNIVERSITY
Franklin County
Gentiva Health Services, Inc.
Hand in Hand Christian Adoption
Hutchinson Community Foundation
JOHNSON COUNTY COMMUNITY COLLEGE
Johnson County KS
Johnson County Parks & Recreation
Kansas Family Partnership, Inc.
McPherson Public Library
Miami County, Kansas
Mid Kansas Community Action Program Inc
Ransom Memorial Hospital
South Central Mental Health Counseling Center
State of Kansas
Topeka Lutheran School
Turner Unified School District 202
Unified Government of Wyandotte County
USD 259/Wichita Public Schools
WASHBURN UNIVERSITY
Wichita State University
Wyandot Center for Community Behavioral Healthcare, Inc.
Boone County Fiscal Court
Campbell County Fiscal Court
CAMPBELLSVILLE UNIVERSITY
Central Baptist Hospital
Christian County Constable, District 5
City of Bowling Green
City of Owensboro
Fleming County Fiscal Court
Greater Owensboro Economic Development Corporation
Lexington-Fayette Urban County Government
Louisville & Jefferson County Metro Sewer District
MID-CONTINENT UNIVERSITY
Nicholas County Public Library
NORTHERN KENTUCKY UNIVERSITY
Owensboro Riverport
Pennyrile Area Development District
The Housing Authority of Covington
UNIVERSITY OF THE CUMBERLANDS
Warren County Fiscal Court

Wedco District Health Department
Ascension Parish Clerk of Court
Baton Rouge Water Company
CENTENARY COLLEGE OF LOUISIANA
Cypress Baptist Church
DHH-OPH Region 3 - Lafourche Parish Health Unit
Dillard University
LOUISIANA COLLEGE
Louisiana Water Works
MEDVANCE INSTITUTE-BATON ROUGE
NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
New Orleans Center for Creative Arts/Riverfront
OUR LADY OF HOLY CROSS COLLEGE
REACH
Recreation and Park Commission (BREC)
Second Harvest Food Bank of Greater New Orleans & Acadiana
St Tammany Fire District 4
St. Charles Community Health Center, Inc.
St. Charles Parish President's Office
St. Tammany Parish Mosquito Abatement
Tulane University of Louisiana
UNIVERSITY OF NEW ORLEANS
XAVIER UNIVERSITY OF LOUISIANA
BAY PATH COLLEGE
Boston Public Health Commission
City of Boston
Environmental Service Concepts, LLC - IKEA
Environmental Service Concepts, LLC - Montrose School
Environmental Service Concepts, LLC - Natick Mall
Environmental Service Concepts, LLC - Westgate Mall
Steamship Authority
Town of Sudbury
Town of West Stockbridge
American Society for Parenteral and Enteral Nutrition
ANNE ARUNDEL COMMUNITY COLLEGE
Anne Arundel County
Anne Arundel County Public Schools
Baltimore Collegetown Network
Baltimore County Public Schools
Board of County Commissioners of Washington County Maryland
Carroll County Youth Service Bureau
Casey Family Services
Cecil County Public Schools
Charles County Public Schools
City of Annapolis
City of Bowie Parks and Grounds Dept.
City of Frederick
City of Salisbury (MD)
County of Baltimore
DEVRY UNIVERSITY - BETHESDA
Dorchester County Public Schools

Frederick County Government (MD)
Harford County Maryland
HOWARD COMMUNITY COLLEGE
Howard County MD
Howard County Public School System
JOHNS HOPKINS UNIVERSITY
LOYOLA COLLEGE IN MARYLAND
Maryland Aviation Administration
Maryland National Capital Park and Planning Commission
MCDANIEL COLLEGE
Montgomery College
Montgomery County Fire and Rescue Service
Montgomery County Maryland
Montgomery County Public Schools
North Hagerstown High School
Prince George's County Government
Prince George's County Public Schools
SALISBURY UNIVERSITY
State of Maryland
The Annie E. Casey Foundation
The Maryland-National Capital Park & Planning Commission
The Walter P. Carter Center
TOWSON UNIVERSITY
UNIVERSITY OF MARYLAND-COLLEGE PARK
Upper Montgomery Athletic Club (UMAC Baseball)
Washington Research Library Consortium
Washington Suburban Sanitary Commission
WICOMICO COUNTY BOARD OF EDUCATION
Wicomico County Health Department
Wicomico County, Maryland
Worcester County Board of Education
Worcester County Health Dept.
WOR-WIC COMMUNITY COLLEGE
Youth Sport Soccer Association
City of Westbrook
COLBY COLLEGE
Delta Ambulance Corporation
ADRIAN COLLEGE
ALBION COLLEGE
ALMA COLLEGE
Alpena County Sheriff's Office
Ann Arbor Public Schools
AQUINAS COLLEGE
Armada Township Fire Department
Auburn Hills Fire Department
Bay County
Beautiful Savior Lutheran Church
Berkley Public Safety
Birmingham Fire Department
Birmingham Public Schools
BLOOMFIELD HILLS POLICE DEPARTMENT

Bloomfield Township Fire Dept.
Bloomfield Township Police Dept.
Branch Intermediate School District
Brandon Fire Dept.
Brighton Area Fire Authority
Brother Rice High School
CALVIN COLLEGE
Cass County
Cassopolis Public Schools
Catholic Federal Credit Union
Centreville Public Schools
City of Auburn Hills
City of Birmingham
City of Dearborn
City of Eastpointe
City of Farmington
City of Farmington Hills
City of Frankfort
City of Grosse Pointe
City of Grosse Pointe Park
City of Harper Woods
City of Lansing
City of Livonia
City of Madison Heights
City of Midland
City of Northville
City of Novi
City of Oak Park
City of Pontiac
City of Portage, Michigan
City of Riverview
City of Rochester Hills
City of Roseville
City of Royal Oak
City of Southfield
City of St. Clair Shores
City of Sterling Heights
City of Taylor
City of Troy
City of Vassar - City Hall
City of Walled Lake
City of Warren
City of Wixom
Clarkston Brandon Credit Union
Clinton Township Fire
Commerce Township Fire Dept.
Community Mental Health Authority Clinton-Eaton-Ingham Counties
Concord EMS
County of Macomb
County of Saginaw
County of St Clair, Michigan

Cranbrook Educational Community
Delhi Charter Township
Delta Township Fire
Durand Police Department
ESA - Regional Marketing
Farmington Dept. of Public Safety
Ferndale Fire Rescue
Foster, Swift, Collins & Smith
Franklin-Bingham Fire Department
Genesee County
Genesee County Road Commission
Grand Ledge Area Fire Department
Grand Rapids Child Discovery Center - Aquinas College
Groveland Township Fire
Hackley Public Library
Hamburg Police Department
Hart EMS
Hayes Township
Hazel Park Fire
Health Plus of Michigan
Heart of the Lakes Center for Land Conservation
Highland Township Fire
Hillsdale College
Holly Township
HOPE COLLEGE
Huron-Clinton Metropolitan Authority
Independence Township Fire
Ishpeming Volunteer Fire Department
Kalamazoo Christian School Association
KALAMAZOO COLLEGE
Kawkawlin Township
Kentwood Public Schools
Lac Vieux Desert Band of Lake Superior Chippewa
Lakeview School District
LANSING COMMUNITY COLLEGE
LAWRENCE TECHNOLOGICAL UNIVERSITY
Leland Township Fire & Rescue
Livingston County
Livonia Fire & Rescue
Looking Glass Regional Fire Authority
Lutheran Homes of Michigan, Inc.
Lyon Township Fire Department
MACOMB COMMUNITY COLLEGE
Madison Heights Fire
MARYGROVE COLLEGE
Mecosta County EMS
Mendon Community Schools
Michigan Colleges Foundation
Michigan Institute of Aeronautics and Technology
Michigan Tech Research Institute
Midwest Eye-Banks

Milford Fire
Montmorency County
Moody Bible Institute - WGNB
Mt. Pleasant Fire Department
North Oakland County Fire Authority
NORTHWOOD UNIVERSITY
Oak Park Public Safety
Oakland County
Oakland County Medical Control Authority (OCMCA)
Oakland Township
Oakland Township Fire
OAKLAND UNIVERSITY
OLIVET COLLEGE
Orion Township Fire
Oxford Fire
Pine Knob Ski Patrol
Plainfield Township Community Development
POH Regional Medical Center
Pontiac Fire
Portage Public Schools
Potterville/Benton Township Fire Department
Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC)
Road Commission of Macomb County
Rochester Community Schools
Rochester Hills Fire
Rockwood Police Dept
Roseville Fire Department
Royal Oak Fire Department
Samaritan Homes
Seasons Hospice & Palliative Care
Shelby Township
Shelby Township Fire
Shrine Catholic Academy
Southeastern Oakland County Resource Recovery Authority (SOCRRA)
Southfield Public Schools
SPRING ARBOR UNIVERSITY
Spring Lake Public Schools
St. Clair Shores Fire Dept.
St. Joseph County Courthouse
St. Luke Lutheran Church
Star EMS
State of Michigan
Sterling Heights Fire
Sturgis Public Schools
Suburban Mobility Authority for Regional Transoportation (SMART)
Sunfield-Danby-Sebewa Townships
Superior Ambulance Service
TRI-STATE UNIVERSITY-CENTREVILLE CAMPUS
UNIVERSITY OF DETROIT MERCY
Village of Holly

Walled Lake Consolidated Schools
Warren Fire Department
Warren Police Department
WASHTENAW COMMUNITY COLLEGE
Waterford School District
Waterford Township
Waterford Township Fire Department
Wayne County
Wayne County Airport Authority
WAYNE STATE UNIVERSITY
West Bloomfield Township
West Bloomfield Township Fire Department
West Bloomfield Township Police
White Lake Township Fire Department
Williams Charter Township
African American AIDS Task Force
Carver County
Cass County
CENTRAL LAKES COLLEGE-BRAINERD
Church of Saint Bartholomew Of Wayzata
City of Andover
City of Brooklyn Park
City of Fairmont
City of Fridley
City of Maplewood
City of Red Wing
City of Skyline
Clay County
DEVRY UNIVERSITY - EDINA
DEVRY UNIVERSITY - ST LOUIS PARK
Family & Children's Service
Global Language Institute
Globe University Minnesota School Of Business
Goodhue County
Goodhue County District Court
Goodhue County Social Services
Gustavus Adolphus College
Hennepin County Goverment Center--District Court
HIRED
Horizons Community Church
Houston County
Jewish Community Center
Little Sisters of the Poor
Lutheran Social Service of MN
Mayo Clinic
Meeker County
Mille Lacs County Government
Minnesota Council of Nonprofits
MINNESOTA STATE UNIVERSITY-MANKATO
Olmsted County
Saint Paul College

Second Harvest Heartland
Shakopee High School
Sherburne County Government Center
South Washington County Schools - ISD 833
St Paul Public School
Stepping Stones
THE FRENCH ACADEMY OF MN
The MENTOR Network
TSE, Inc.
UNIVERSITY OF MINNESOTA-TWIN CITIES
Volunteers of America-Minnesota
Watonwan County Auditor
WCA Foundation
Winona County
Zuhrah Shrine
Applied Scholastics International
AVILA UNIVERSITY
Board of Police Commissioners Kansas City MO
Carthage Police Department
Carthage Water & Electric Plant
Central Bible College
Circuit Court of Jackson County
City of Belton - Parks and Recreation Dept.
City of Cape Girardeau
City of Columbia (MO)
City of Creve Coeur
City of Farmington
City of Hazelwood
City of Independence (MO)
City of Kansas City
City of Kirkwood
City of Lee's Summit MO
City of Ozark
City of Republic a Municipality
City of Springfield
City of St Joseph
City of St. Charles, Missouri
City of University City
City of Webster Groves
COLLEGE OF THE OZARKS
Community of Christ
County of Boone - Missouri
County of Pettis
DEVRY UNIVERSITY - KANSAS CITY
DEVRY UNIVERSITY - KANSAS CITY DOWNTOWN
DEVRY UNIVERSITY - SAINT LOUIS DOWNTOWN
DEVRY UNIVERSITY - SAINT LOUIS WEST
DRURY UNIVERSITY
EAST CENTRAL COLLEGE
First Baptist Church Ellisville
Fort Zumwalt School District

Girls Incorporated of St. Louis
Glenwood Baptist Church
HARRIS-STOWE STATE UNIVERSITY
Hazelwood School District
Home Builders Association of Greater Kansas City
Jackson County Family Court
JEFFERSON COLLEGE
KANSAS CITY ART INSTITUTE
Kirk of the Hills Presbyterian Chuch
Larry Simmering Recovery Center
Liberty Public School District #53
LINDENWOOD UNIVERSITY
Little Blue Valley Sewer District
LOGAN COLLEGE OF CHIROPRACTIC
MARYVILLE UNIVERSITY OF SAINT LOUIS
MERS/Missouri Goodwill Industries
METROPOLITAN COMMUNITY COLLEGES ADMIN SYSTEM OFF
Mid County Fire Protection District
Mid-America Payment Exchange
Mid-America Regional Council
MISSOURI BAPTIST UNIVERSITY
MISSOURI BAPTIST UNIVERSITY - FRANKLIN COUNTY
MISSOURI BAPTIST UNIVERSITY - TROY/WENTZVILLE
Missouri State University
Morningside Church, Inc.
National World War One Museum at Liberty Memorial
North Kansas City Schools
NORTHWEST MISSOURI STATE UNIVERSITY
OZARKS TECHNICAL COMMUNITY COLLEGE
Pentecostal Church of God, Inc
Platte County Health Department
Portageville School District
RANKEN TECHNICAL COLLEGE
ROCKHURST UNIVERSITY
Rockwood School District
SAINT LOUIS UNIVERSITY-MAIN CAMPUS
Second Baptist Church
SOUTHWEST BAPTIST UNIVERSITY
ST CHARLES COMMUNITY COLLEGE
St. Charles Community College - Dept. of Workforce Development
St. Charles Community College - General Motors
St. Charles Community College - Northeast Correctional Center
St. Charles County Government
St. Louis County Government
St. Paul's Lutheran Church
The School District of Joplin R-VIII
TRUMAN STATE UNIVERSITY
United Way of Greater St. Louis
UNIVERSITY OF CENTRAL MISSOURI
University of Missouri/Columbia - Audiology Clinic
University of Missouri/Columbia - Columbia Regional Hospital

University of Missouri/Columbia - Ellis Fischel Cancer Center
University of Missouri/Columbia - Mason Eye Institute
University of Missouri/Columbia - Medicine Clinic
University of Missouri/Columbia - Regional Medical Assoc
University of Missouri/Columbia - Urgent Care
UNIVERSITY OF MISSOURI-COLUMBIA
UNIVERSITY OF MISSOURI-KANSAS CITY
UNIVERSITY OF MISSOURI-ROLLA
UNIVERSITY OF MISSOURI-ST LOUIS
UNIVERSITY OF MISSOURI-SYSTEMS OFFICE
Urban League of Metropolitan St. Louis, Inc.
WASHINGTON UNIVERSITY IN ST LOUIS
WEBSTER UNIVERSITY
WENTWORTH MILITARY ACADEMY
WILLIAM JEWELL COLLEGE
YMCA of Greater Kansas City
BLUE MOUNTAIN COLLEGE
Catholic Charities
City of Moss Point
City of Starkville
DeSoto County Board of Supervisors
DeSoto County Schools
First Baptist Church Brandon
Getwell Road United Methodist Church
Gulf Coast Business Council
Mission First, Inc
Moody Bible Institute - WMBU
Northcentral Mississippi Electric Power Association
UNIVERSITY OF MISSISSIPPI MAIN CAMPUS
City of Billings (MT)
City of Livingston, MT
Faith Chapel Church
MONTANA STATE UNIVERSITY-BOZEMAN
Arc Services
BEAUFORT COUNTY COMMUNITY COLLEGE
CAMPBELL UNIVERSITY INC
CATAWBA VALLEY COMMUNITY COLLEGE
CENTRAL PIEDMONT COMMUNITY COLLEGE
Chatham County Sheriff's Office
City Of Belmont
City of Burlington
City of Henderson
City of Monroe (NC)
City of Raleigh
City of Salisbury (NC)
CLEVELAND COMMUNITY COLLEGE
Columbia International University - WRCM
County of Currituck
County of Stanly
Crossway Community Church
DAVIDSON COLLEGE

Davidson County, NC
DEVRY UNIVERSITY - CHARLOTTE
DEVRY UNIVERSITY - RALEIGH
DUKE UNIVERSITY
EAST CAROLINA UNIVERSITY
ELON UNIVERSITY
Freedom House Recovery/Durham Center Access
GARDNER-WEBB UNIVERSITY
JOHNSON C SMITH UNIVERSITY
Kate B. Reynolds Charitable Trust
LOUISBURG COLLEGE
McLeod Addictive Disease Center
Montgomery Community College
MOUNT OLIVE COLLEGE
Neuse Regional Library
NORTH CAROLINA STATE UNIVERSITY AT RALEIGH
Pasquotank County
PFEIFFER UNIVERSITY
QUEENS UNIVERSITY OF CHARLOTTE
Ravenscroft School
Rockingham County Government (NC)
Rowan County
Rowan-Salisbury Schools
Scotland County Government
SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY
St. Pius X Catholic School
Town of Cary
Town of Hope Mills
Town of Indian Trail
Town of Mount Pleasant (NC)
Trinity School of Durham and Chapel Hill
University of North Carolina - Charlotte
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
Vance Charter School
WAKE FOREST UNIVERSITY
Wake Forest University - Graylyn Conference Center
Wake Forest University - Reynolda House Museum of American Art
Burleigh County Social Services
Cass County Government
City of West Fargo / Police
Fargo Police Department
Fargo Public Schools
Grand Forks County Social Services
Hettinger Public School District #13
Juvenile Court Administration Unit 2 (ND)
Nester Davison Larson Architects
North Dakota District Court
All Our Kids, Inc.
Bellevue Public Schools
Brookside Church
Child Saving Institute

City of La Vista
City of Lincoln
City of Papillion, Nebraska
COLLEGE OF SAINT MARY
Community Blood Bank
CREIGHTON UNIVERSITY
Dodge County Attorney
Douglas County
Fontenelle Nature Association
Good Samaritan Society-Millard
Goodwill Industries
Habitat for Humanity of Omaha, Inc.
Hope Medical Outreach Coalition
ITT TECHNICAL INSTITUTE
Lancaster County
Lincoln Airport Authority
Lincoln Housing Authority
Metropolitan Community College
Millard Public Schools
Mosaic
Mosaic Community Development
Nebraska Appleseed
Nonprofit Association of the Midlands
NORTHEAST COMMUNITY COLLEGE
Omaha Home for Boys
Omaha Public Power Company
Papillion-La Vista School District
Quality Living, Inc.
Sarpy County, Nebraska
Sisters of Mercy
Southeast Community College
The Center for Human Nutrition Inc
Visiting Nurse Association
Casey Family Services
City of Concord
City of Manchester
Rochester Fire Department
American Heart Association (NJ)
Centrastate Healthcare System
COLLEGE OF SAINT ELIZABETH
COUNTY OF SUSSEX
Delaware River Port Authority
Department of Treasury
DEVRY UNIVERSITY - NORTH BRUNSWICK
DREW UNIVERSITY
Jewish Renaissance Foundation
Lanoka Harbor Emergency Medical Service Inc
PRINCETON UNIVERSITY
Rutgers University - New Brunswick
Town of West New York
Township of Hamilton

Alta Mira
Calvary Chapel of Albuquerque
CENTRAL NEW MEXICO COMMUNITY COLLEGE
Characters Kids, Inc
City of Albuquerque
City of Rio Rancho
City of Santa Fe
Dona Ana County
Los Alamos County
Los Lunas Schools
NEW MEXICO HIGHLANDS UNIVERSITY
New Mexico Junior College
North Central Solid Waste Authority
Ohkay Casino Resort
PUEBLO OF LAGUNA
Rio Arriba County
St. Pius X - Primary/Secondary Education
The Catholic Foundation
University of New Mexico Alumni
University of New Mexico Foundation
University of New Mexico Hospital
UNIVERSITY OF NEW MEXICO-MAIN CAMPUS
City of Las Vegas Nevada
City of Reno
College of Southern Nevada
DEVRY UNIVERSITY - HENDERSON
Las Vegas Convention and Visitors Authority
Las Vegas Valley Water District
Regional Transportation Commission of Southern Nevada
Sierra Behavioral Services
State of Nevada
Central NY Psychiatric Center
City of Schenectady
COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK
CUNY MEDGAR EVERS COLLEGE
DEVRY UNIVERSITY - LONG ISLAND
DEVRY UNIVERSITY - MANHATTAN
Dutchess County Department of Public Works (DCDPW)
EXCELSIOR COLLEGE
Green Chimneys Children's Services
HILBERT COLLEGE
NEW YORK COLLEGE OF PODIATRIC MEDICINE
SIENA COLLEGE
SYRACUSE UNIVERSITY
THE COLLEGE OF NEW ROCHELLE
THE NEW SCHOOL
UNION COLLEGE
Waterfront Commission of New York Harbor
Action for Children
American Red Cross Summit County
Ashtabula County Community Action Agency

Aultman Hospital
Berea City School District
Brady Township Fire Department
Brook Park Police Department
Burdman Group, Inc.
Cambridge/Guernsey County Visitors & Convention Bureau
CASE WESTERN RESERVE UNIVERSITY
Catholic Charities Community Services - HEAD START
Cedarville University
Central Ohio Youth For Christ
City of Akron
City of Athens Ohio
City of Barberton
City of Cambridge
City of Circleville
City of Cleveland
City of Dayton, Division of Purchasing
City of Dublin
City Of Greenville
City of Ironton
City of Mentor (OH)
City of Painesville
City of Rittman
City of Toledo
Clermont County
Cleveland Jewish News
Cleveland Sight Center
Columbia Heights United Methodist Church
Columbus Heights United Methodist Church
Columbus Regional Airport Authority
Community Research
Country Neighborhood Program, Inc.
County of Summit
County of Summit Board of MRDD
Cuyahoga Special Education Service Center
Cuyahoga Valley Christian Academy
Dayton Area Chamber of Commerce
DELAWARE AREA CAREER CENTER
DEVRY UNIVERSITY - CINCINNATI
DEVRY UNIVERSITY - CLEVELAND
DEVRY UNIVERSITY - COLUMBUS
DEVRY UNIVERSITY - COLUMBUS NORTH
DEVRY UNIVERSITY - DAYTON
DEVRY UNIVERSITY - SEVEN HILLS
EHOVE Career Center
ESA - Regional Marketing
First Presbyterian Church of Marysville
Frontier Community Services
Geauga Credit Union, Inc.
Greek Orthodox Cathedral
Guernsey County Commissioners

Hope Church
Info Line, Inc.
Jewish Family Services
KENYON COLLEGE
Knox County Department of Job & Family Services
Lake County Dept of Central Purchasing
Lake Erie Regional Cooperative
Lifestages - Samaritan Centers for Women
Lorain County
Marion County Board of MR/DD
Marysville Exempted Village Schools
Marysville Public Library
Miamisburg City Schools
Middleburg Heights Police Department
Moody Bible Institute - WCRF
MOUNT UNION COLLEGE
MRDD Fairfield County
Mt. Moriah Missionary Baptist Church
New Horizons Youth and Family Center
NOACA
North Royalton City Schools
Northeast Ohio Regional Sewer
Northeast Ohio Regional Sewer District
Oakwood Junior High School
Ohio Operating Engineers Apprenticeship & Training
Ohio Right to Life Society
OHIO STATE UNIVERSITY-MAIN CAMPUS
Outville Presbyterian Church
Pickaway County Community Action Organization, Inc.
Pickaway County Sheriff's Office
Pickaway Job & Family Services
Planned Parenthood of Northeast Ohio
Reubem McMillan Free Library Assoc. (Public Library of Youngstown & Mahoning County)
Ritter Public Library
Ross County Community Action Commission, Inc.
St. Joseph's Federal Credit Union
Stark County Regional Chapter American Red Cross
Stonybrook United Methodist Church
Summit City Children's Services
Telecommunity Credit Union
The Legal Aid Society of Cleveland
The Presbytery of Scioto Valley
THE WOMEN'S CLINIC OF COLUMBUS
TRI-RIVERS CAREER CENTER AND CENTER FOR ADULT EDUCATION
U-CO Industries, Inc & Union County Board of Developmental Disabilities
Union County Family YMCA
Village of Canal Winchester
Village of Groveport
Village of Waterville
Vineyard Community Church

Violet Township
Walsh Jesuit High School
WASHINGTON STATE COMMUNITY COLLEGE
Wayne Township Fire and Rescue
West Licking Joint Fire District
Wyandot County Court of Common Pleas
XAVIER UNIVERSITY
XENOS FELLOWSHIP
Ardmore Higher Education Center
BACONE COLLEGE
CAMERON UNIVERSITY
CARL ALBERT STATE COLLEGE
City of Broken Arrow
City of Lawton
City of Sapulpa
CONNORS STATE COLLEGE
DEVRY UNIVERSITY - OKLAHOMA CITY
EAST CENTRAL UNIVERSITY
EASTERN OKLAHOMA COUNTY TECHNOLOGY CENTER
EASTERN OKLAHOMA STATE COLLEGE
LANGSTON UNIVERSITY
McCurtain County Higher Education Program
MERIDIAN TECHNOLOGY CENTER
MURRAY STATE COLLEGE
NORTHEASTERN OKLAHOMA AGRICULTURAL AND MECH COLL
NORTHEASTERN STATE UNIVERSITY
NORTHERN OKLAHOMA COLLEGE
NORTHWESTERN OKLAHOMA STATE UNIVERSITY
OKLAHOMA BAPTIST UNIVERSITY
OKLAHOMA CITY COMMUNITY COLLEGE
OKLAHOMA PANHANDLE STATE UNIVERSITY
Oklahoma State Regents for Higher Education
OKLAHOMA STATE UNIVERSITY - TULSA
OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES
OKLAHOMA STATE UNIVERSITY-MAIN CAMPUS
OKLAHOMA STATE UNIVERSITY-OKLAHOMA CITY
OKLAHOMA STATE UNIVERSITY-OKMULGEE
OKLAHOMA WESLEYAN UNIVERSITY
ORAL ROBERTS UNIVERSITY
REDLANDS COMMUNITY COLLEGE
RES Care
Rogers State University
ROSE STATE COLLEGE
SEMINOLE STATE COLLEGE
SOUTHEASTERN OKLAHOMA STATE UNIVERSITY
SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
State of Oklahoma - Central Purchasing Division
Tahlequah City Hospital
Tulsa City-County Library
TULSA COMMUNITY COLLEGE
Tulsa County

UNIVERSITY OF CENTRAL OKLAHOMA
UNIVERSITY OF OKLAHOMA COLLEGE OF LAW
UNIVERSITY OF OKLAHOMA HEALTH SCIENCES CENTER
UNIVERSITY OF OKLAHOMA NORMAN CAMPUS
UNIVERSITY OF SCIENCE AND ARTS OF OKLAHOMA
UNIVERSITY OF TULSA
Washington County Health Department
WESTERN OKLAHOMA STATE COLLEGE
City of Coquille
City of Corvallis Parks and Recreation Department
City of Eugene
City of Hillsboro
City of Lebanon
City of Portland
City of Roseburg, City Hall
City of Springfield
City of Tigard
Coos Forest Protective Association
County of Yamhill School District 29J, dba Newberg School District
DEVRY UNIVERSITY - PORTLAND
Eugene Water and Electric Board
ITT TECHNICAL INSTITUTE
Lane County School District No. 4J
Linn County Printing Supply
Multnomah County Sheriffs Office
Northwest Regional Education Service District
Oregon Legislative Administration
Portland State University
Shangri-La Corporation
The Catlin Gabel School
The City of Happy Valley Oregon
Tillamook County Sheriff's Office
accessAbilities Inc.
Allegheny County Housing Authority
ALVERNIA COLLEGE
Armstrong School District
Bensalem Township School District
Birmingham Foundation
Borough of Emsworth
Borough of Sharpsburg
BUCKNELL UNIVERSITY
CABRINI COLLEGE
Career Connections Charter High School
Central Fulton School District
Central Pennsylvania Food Bank
Children's Home of Reading
City of Pittsburgh
COMMUNITY COLLEGE OF PHILADELPHIA
Conemaugh Township Area School District
County of Adams
County Of Allegheny

County of Bucks
County of Cumberland
County of Lehigh
County of York PA
DEVRY UNIVERSITY - CHESTERBROOK
DEVRY UNIVERSITY - FORT WASHINGTON
DEVRY UNIVERSITY - PHILADELPHIA
DEVRY UNIVERSITY - PITTSBURGH
DICKINSON COLLEGE
DREXEL UNIVERSITY
DUQUESNE UNIVERSITY
Eden Christian Academy
ELIZABETHTOWN COLLEGE
Environmental Service Concepts, LLC
GETTYSBURG COLLEGE
Girl Scouts in the Heart of Pennsylvania
GROVE CITY COLLEGE
HARRISBURG AREA COMMUNITY COLLEGE-HARRISBURG
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
Highlands School District
KINGS COLLEGE
Lancaster City Housing Authority
LEBANON VALLEY COLLEGE
LINCOLN UNIVERSITY
London Grove Township
Manchester Bidwell Corporation
Maronda Foundation
Mars Home for Youth
MEDVANCE INSTITUTE - PHILADELPHIA
MESSIAH COLLEGE
Milton Hershey School
MUHLENBERG COLLEGE
Philadelphia Biblical University - The Regency Foundation
PHILADELPHIA BIBLICAL UNIVERSITY-LANGHORNE
POINT PARK UNIVERSITY
SAINT FRANCIS UNIVERSITY
SAINT JOSEPHS UNIVERSITY
School District of Pittsburgh
Schreiber Pediatric Rehab Center
Shaler Township
South Eastern School District
South Fayette Township School District
Special People In Northeast, Inc.
SUSQUEHANNA UNIVERSITY
Ten Thousand Villages
The Bradley Center
The Children's Home of Reading/CHOR Youth and Family Services
The School District of Philadelphia
Township of O'Hara
Township of Upper St. Clair
Trinity Christian School

UNIVERSITY OF SCRANTON
VILLANOVA UNIVERSITY
West Middlesex Area School District
WESTMINSTER COLLEGE
Westmoreland Casemanagement and Supports Inc.
Woods Services
YMCA of Greater Pittsburgh
Town of East Greenwich
Veterans of Foreign Wars
ACT Medical Transport Services
ANDERSON COLLEGE
Beaufort County
Bob Jones University
CHARLESTON SOUTHERN UNIVERSITY
City of Charleston
City of Greenville
Clarendon County
CLEMSON UNIVERSITY
COLUMBIA COLLEGE
COLUMBIA INTERNATIONAL UNIVERSITY
Columbia International University - Ben Lippen School
Columbia International University - WMHK
ERSKINE COLLEGE AND SEMINARY
FRANCIS MARION UNIVERSITY
FURMAN UNIVERSITY
LANDER UNIVERSITY
LIMESTONE COLLEGE
Limestone College - Charleston
Limestone College - Columbia
NORTH GREENVILLE COLLEGE
Pilgrim Lutheran Church
Porter-Gaud School
PRESBYTERIAN COLLEGE
Richland County
SC School for the Deaf & Blind
Spartanburg County Parks & Recreation
SPARTANBURG METHODIST COLLEGE
The Cooperative Ministry
TN Development Corporations
University of South Carolina Upstate
WOFFORD COLLEGE
Wren High
Children's Home Society
ESA - Educational Services of America - Sioux Falls Office
Main Street Sioux Falls, Inc.
Rapid City Rushmore Plaza Civic Center
Sioux Valley Energy
Anchor High Sales
AUSTIN PEAY STATE UNIVERSITY
Baptist Healing Hospital Trust
BELMONT UNIVERSITY

BLOUNT COUNTY GOVERNMENT
Blount County Habitat for Humanity
Blue Raider Athletic Association
Buffalo Valley, Inc.
CARSON-NEWMAN COLLEGE
CHATTANOOGA STATE TECHNICAL COMMUNITY COLLEGE
Cherokee Health Systems
CHRISTIAN BROTHERS UNIVERSITY
CHURCH OF GOD THEOLOGICAL SEMINARY
City of Bartlett, TN
City of Clarksville
City of Cleveland
City of Columbia Tennessee
City of Franklin
City of Gallatin
City of Germantown
City of Hendersonville
City of Knoxville
City of Memphis
City of Morristown
City of Rockwood
City of Sevierville
CLEVELAND STATE COMMUNITY COLLEGE
COLUMBIA STATE COMMUNITY COLLEGE
Consolidated Utility District
Cookeville Regional Medical Center
CRICHTON COLLEGE
Cumberland University
DAVID LIPSCOMB UNIVERSITY
DEVRY UNIVERSITY - MEMPHIS
Dickson County Sheriff's Office
Drescher & Sharp, PC
Dyer County Sheriff's Office
DYERSBURG STATE COMMUNITY COLLEGE
EAST TENNESSEE STATE UNIVERSITY
Elkton Police Department
ESA - Educational Services of America
Family Eye Med
FREED-HARDEMAN UNIVERSITY
Hardin County Regional Health Center DBA: Lifespan Health
HIWASSEE COLLEGE
Horizon Resource Group, Inc.
JACKSON STATE COMMUNITY COLLEGE
JOHNSON BIBLE COLLEGE
KING COLLEGE
Knox County Government
Knox County Public Defender
Knoxville's Community Development Corporation
LAMBUTH UNIVERSITY
LEE UNIVERSITY
MARTIN METHODIST COLLEGE

MARYVILLE COLLEGE
Matthew Walker Comprehensive Health Center
MEDVANCE INSTITUTE - NASHVILLE
MEDVANCE INSTITUTE-COOKEVILLE
MEMPHIS COLLEGE OF ART
MIDDLE TENNESSEE STATE UNIVERSITY
MILLIGAN COLLEGE
Moody Bible Institute - WMBW
MOTLOW STATE COMMUNITY COLLEGE
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE
NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE
PELLISSIPPI STATE TECHNICAL COMMUNITY COLLEGE
ProVision Foundation
Putnam County Tennessee
RHODES COLLEGE
Roane County Sheriff's Office
ROANE STATE COMMUNITY COLLEGE
Rutherford County Government
Rutherford County Primary Care & Hope Clinic
SEWANEE: THE UNIVERSITY OF THE SOUTH
Shelby County Government
SOUTHERN ADVENTIST UNIVERSITY
Southwest Human Resource Agency
SOUTHWEST TENNESSEE COMMUNITY COLLEGE
TENNESSEE BOARD OF REGENTS
TENNESSEE STATE UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGY CENTER AT ATHENS
TENNESSEE TECHNOLOGY CENTER AT COVINGTON
TENNESSEE TECHNOLOGY CENTER AT CROSSVILLE
Tennessee Technology Center at Crump
TENNESSEE TECHNOLOGY CENTER AT DICKSON
TENNESSEE TECHNOLOGY CENTER AT ELIZABETHTON
TENNESSEE TECHNOLOGY CENTER AT HARRIMAN
TENNESSEE TECHNOLOGY CENTER AT HARTSVILLE
TENNESSEE TECHNOLOGY CENTER AT HOHENWALD
TENNESSEE TECHNOLOGY CENTER AT JACKSBORO
TENNESSEE TECHNOLOGY CENTER AT JACKSON
TENNESSEE TECHNOLOGY CENTER AT JACKSON/LEXINGTON
TENNESSEE TECHNOLOGY CENTER AT KNOXVILLE
TENNESSEE TECHNOLOGY CENTER AT LIVINGSTON
TENNESSEE TECHNOLOGY CENTER AT MCKENZIE
TENNESSEE TECHNOLOGY CENTER AT MCMINNVILLE
TENNESSEE TECHNOLOGY CENTER AT MEMPHIS
TENNESSEE TECHNOLOGY CENTER AT MORRISTOWN
TENNESSEE TECHNOLOGY CENTER AT MURFREESBORO
TENNESSEE TECHNOLOGY CENTER AT NASHVILLE
TENNESSEE TECHNOLOGY CENTER AT NEWBERN
TENNESSEE TECHNOLOGY CENTER AT ONEIDA-HUNTSVILLE
TENNESSEE TECHNOLOGY CENTER AT PARIS
TENNESSEE TECHNOLOGY CENTER AT PULASKI

TENNESSEE TECHNOLOGY CENTER AT RIPLEY
TENNESSEE TECHNOLOGY CENTER AT SHELBYVILLE
TENNESSEE TECHNOLOGY CENTER AT WHITEVILLE
THE UNIVERSITY OF TENNESSEE
THE UNIVERSITY OF TENNESSEE-CHATTANOOGA
THE UNIVERSITY OF TENNESSEE-MARTIN
Town of Dandridge (TN)
TREVECCA NAZARENE UNIVERSITY
Trevecca Nazarene University - WENO, Inc.
Two Rivers Church
United Methodist Publishing
UNIVERSITY OF MEMPHIS
UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER
UNIVERSITY OF TENNESSEE SPACE INSTITUTE
UNIVERSITY OF TENNESSEE SYSTEM OFFICE
VANDERBILT UNIVERSITY
Vivid Restaurant Concepts. LLC
VOLUNTEER STATE COMMUNITY COLLEGE
WALTERS STATE COMMUNITY COLLEGE
Watkins College of Art and Design
White House Utility District
Williamson County Government
Wilson County EMA
Wilson County Sheriffs Department
Argyle United Methodist Church
Athletic Orthopedics & Knee Center
AUSTIN COLLEGE
Bannockburn Baptist Church
BAYLOR COLLEGE OF MEDICINE
BAYLOR UNIVERSITY
Bee County District Clerks Office
Bethany Lutheran Church
Bexar Metropolitan Water District
Border Region MHMR
Bowie Cass Electric Cooperative
Brazoria County
Cameron County
Canutillo Independent School District
Central Baptist Church
Central Counties Center for MHMR Services
Christian Life Center
Cielo Vista Church
City of Arlington
City of Baytown
City of Beaumont
City of Burleson
City of Castroville
City of Cedar Hill
City of Dallas
City of Fort Worth
City of Galveston

City of Houston
City of Irving
City of Leander
City of Leon Valley
City of McAllen
City of Mesquite
City of Nassau Bay
City of Nederland
City of Pflugerville
City of Rowlett Texas
City of Seabrook
City of Sherman
City of Sunset Valley
City of The Colony, Texas
College Houses
Collin County (TX)
Computer Career Center
Concord Missionary Baptist Church
Concordia Academy High School
County of Travis
Cross Mountain Church
Dallas Center for the Performing Arts
DALLAS THEOLOGICAL SEMINARY
Denton County
DEVRY UNIVERSITY - AUSTIN
DEVRY UNIVERSITY - FT. WORTH
DEVRY UNIVERSITY - HOUSTON
DEVRY UNIVERSITY - HOUSTON GALLERIA
DEVRY UNIVERSITY - IRVING
DEVRY UNIVERSITY - PLANO
DEVRY UNIVERSITY - SAN ANTONIO
Disability Services of the Southwest, Inc.
East El Paso Physicians Medical Center
EAST TEXAS BAPTIST UNIVERSITY
Easter Seals Central Texas
EL PASO COMMUNITY COLLEGE
EL PASO COUNTY WATER IMPROVEMENT DISTRICT #1
El Paso Diabetes Association
El Paso Federation of Teachers
El Paso Water Utilities Public Service Board
Episcopal School of Dallas-Private College Preparatory Institution
ESA - College of Living Experience
ESA - Regional Marketing
Fellowship of the Woodlands
Frontera Women's Foundation
Galveston County
Grace Bible Church
Grace Christian Fellowship Church, Inc.
Greater Houston Radiation Oncology, PA
Gulf Coast Community Services Association
HARDIN-SIMMONS UNIVERSITY

Harris County - Texas
HIDALGO COUNTY W.I.C. PROGRAM
Highland Park Baptist Church
Houston Arts Alliance
Humble Area 1st Baptist Church
Imaging El Paso
Katyville Healthcare Center
Kerr County
Kerr County Courthouse
Lake Highlands Wildcat Club
LETOURNEAU UNIVERSITY
LifeGate Church
LON MORRIS COLLEGE
LONE STAR COLLEGE - CY-FAIR
LONE STAR COLLEGE - CY-FAIR - Fairbanks Center
LONE STAR COLLEGE - KINGWOOD
LONE STAR COLLEGE - KINGWOOD - EMCID CTR
LONE STAR COLLEGE - MONTGOMERY
LONE STAR COLLEGE - MONTGOMERY - Center for Business & Technology Training
LONE STAR COLLEGE - NORTH HARRIS - Carver Center
LONE STAR COLLEGE - NORTH HARRIS - Parkway Center
LONE STAR COLLEGE - NORTH HARRIS - South Campus
LONE STAR COLLEGE - TOMBALL
LONE STAR COLLEGE - TOMBALL - Willow Chase Center
LONE STAR COLLEGE - UNIVERSITY CENTER
LONE STAR COLLEGE SYSTEM
Lower Valley Water District
Mansfield Independent School District
Maverick County
MCMURRY UNIVERSITY
MEDVANCE INSTITUTE-HOUSTON
Modesto A. Gomez Inc.
Mothers Against Drunk Driving - MADD
Mt. West Health Center, P.A.
National Society of Hispanic MBA's
North Central Texas Council of Governments
North Texas Municiple Water District
Northwest Assistance Ministries
Northwest Church of Christ
Oaks Medical Center
OUR LADY OF THE LAKE UNIVERSITY-SAN ANTONIO
Our Lady of the Valley Parish
Our Lady of the Valley School
Plano Independent School District
Prestonwood Baptist Church
ProAction, Inc.
Red River Federal Credit Union
Redeemer Lutheran Church
Reeves County Detention Center
Relief Enterprise, Inc.

RICE UNIVERSITY
Safetech
SAINT EDWARD'S UNIVERSITY
San Elizario Independent School District
SAN JACINTO COLLEGE DISTRICT
SAN JACINTO COLLEGE NORTH
SAN JACINTO COLLEGE SOUTH
SAN JACINTO COLLEGE-CENTRAL CAMPUS
San Lorenzo Parish
Schreiner University
Smith Industries
SOUTHERN METHODIST UNIVERSITY
Speaking Rock Entertainment Center
ST MARYS UNIVERSITY
St. Pius X School
Tallowood Baptist Church
TEXAS A & M INTERNATIONAL UNIVERSITY
TEXAS A & M UNIVERSITY SYSTEM HEALTH SCIENCE CTR
TEXAS A & M UNIVERSITY-COMMERCE
TEXAS CHIROPRACTIC COLLEGE FOUNDATION INC
TEXAS CHRISTIAN UNIVERSITY
Texas State Senate
TEXAS STATE UNIVERSITY-SAN MARCOS
The John Cooper School
THE UNIVERSITY OF TEXAS AT DALLAS
The Woodlands Township
Tip O' Texas Federal Credit Union
Tornillo Independent School District
Town of Clint
Travis Central Appraisal District
University Heights Baptist Huntsville
UNIVERSITY OF DALLAS
UNIVERSITY OF HOUSTON-UNIVERSITY PARK
UNIVERSITY OF MARY HARDIN-BAYLOR
University of North Texas
UNIVERSITY OF ST THOMAS
University of Texas Inter-Cooperative Council, Inc.
Upper Rio Grande Workforce Development
Walnut Ridge Baptist Church
WEST TEXAS A & M UNIVERSITY
Western Technical College
WHARTON COUNTY JUNIOR COLLEGE
WILEY COLLEGE
Williamson Central Appraisal District
Box Elder County Sheriff's Office
City of Cedar Hills (Cedar Hills Golf Course)
Clinton City Corporation
Corp of the City of Salem
DEVRY UNIVERSITY - SANDY
Draper City
Fox Hollow Golf Course

Lehi City Corporation
North Davis Fire District
North Salt Lake City (UT)
Payson City Corporation
Salt Lake City Corporation
Salt Lake County Parks & Recreation
Tooele City Corporation
UTAH STATE UNIVERSITY
Utah Transit Authority
Wasatch Mental Health
Alexandria City Public Schools
American Academy of Otolaryngology - Head and Neck Surgery Foundation
Arlington County
Bishop O'Connell High School
Campbell County Purchasing
Central Station Alarm Association
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Virginia
City of Alexandria
City of Charlottesville
City of Chesapeake
City of Falls Church
City of Hampton
City of Harrisonburg, VA
City of Lynchburg
City of Manassas
City of Norfolk
City of Richmond Department of Procurement Services
City of Staunton
City of Suffolk
City of Virginia Beach
Colonial Heights City Public Schools
Commonwealth Care (Dinwiddie Nursing Home)
County of Culpeper
County of Isle of Wight, Virginia
County of Loudoun, Virginia
County of Spotsylvania, Virginia
County of Stafford
County of York, VA
Cumberland Mountain Community Services
DEVRY UNIVERSITY - ARLINGTON
DEVRY UNIVERSITY - MCLEAN
Fairfax County Public Schools
Fauquier County Government & Public Schools
GEORGE MASON UNIVERSITY
Gilbane Development Company
Goochland County
Goochland County Public Schools
Hampton Roads Sanitation District
Hampton Roads Soccer Council

Henry County
James City County
JAMES MADISON UNIVERSITY
Laser Skin & Surgery Center
Loudoun County Public Schools
Louisa County Water Authority
Manassas City Public Schools
Memorial Child Guidance Clinic
Montgomery County Government
National Association for College Admission Counseling
NATIONAL-LOUIS UNIVERSITY - Alexandria VA Campus
New Kent County
Norfolk Public Schools
Old Dominion University
Patient Advocate Foundation
Peninsula Airport Commission
Prince William County
Prince William County Schools
RANDOLPH-MACON COLLEGE
Richmond Lenox EMS
Richmond Redevelopment and Housing Authority
Roanoke County Administration
Saint Patrick Catholic School
Stratford University
Summit Christian Academy
SWEET BRIAR COLLEGE
The George Washington University
Tidewater Community College
Town of Front Royal
Upper Occoquan Sewage Authority
Virginia Beach City Public Schools
Virginia Commonwealth University
Virginia Department of Transportation
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIV
Western Tidewater Community Services
Casey Family Services
City of Bonney Lake
City of East Wenatchee
City of Enumclaw
City of Lacey
City of Richland
City of Yakima
DEVRY UNIVERSITY - BELLEVUE
DEVRY UNIVERSITY - FEDERAL WAY
Fall City Little League
Fort Vancouver Regional Library District
Grant County Port District #1
KING COUNTY GOVERNMENT
Moody Bible Institute - KMBI
Moody Bible Institute - MBI Northwest
Olympia School District 111

Panorama Cty
PIERCE COLLEGE AT FORT STEILACOOM
Pierce County
Richland School District
Seattle Housing Authority
SOUTH PUGET SOUND COMMUNITY COLLEGE
Spokane County
St. Martin's University
UNIVERSITY OF PUGET SOUND
American Cancer Society
Barron County
Bethel Lutheran Church
Burnett County
Center for Independent Living for Western Wisconsin, Inc.
Chippewa County
City of Brookfield
City of Delavan
City Of Eau Claire
City of Hudson/St. Croix E.M.S.
City of La Crosse (WI)
City of Marinette
City of Menomonie
City of Oak Creek
City of Oconomowoc Parks and Forestry
City of Oshkosh Purchasing
City of Prescott
City of Racine, Wisconsin
City of River Falls
City of Waukesha
City of Wauwatosa
City of West Bend
City of West Bend---West Bend Community Memorial Library
Community Relations-Social Development Commission (CR-SDC)
Crawford County
Crestview Academy
DeForest Area School District
DEVRY UNIVERSITY - MILWAUKEE
DEVRY UNIVERSITY - WAUKESHA
Eau Claire County
FAMILY SERVICES
Fox West YMCA
GATEWAY TECHNICAL COLLEGE
Jefferson Elementary School
Kaukauna Utilities
Kenosha County
Kenosha Unified School District No. 1
Langlade County Government
LAWRENCE UNIVERSITY
Literacy Volunteers
Lorman Business Center
Lutheran Social Services of Wisconsin & Upper Michigan Inc.

MADISON AREA TECHNICAL COLLEGE
MARQUETTE UNIVERSITY
Menominee Indian Tribe of Wisconsin
Nathan Hale High School
NATIONAL-LOUIS UNIVERSITY - Beloit WI Campus
NATIONAL-LOUIS UNIVERSITY - Milwaukee WI Campus
NICOLET AREA TECHNICAL COLLEGE
Nicolet High School District
NORTHCENTRAL TECHNICAL COLLEGE
NORTHLAND BAPTIST BIBLE COLLEGE
Oregon School District
Outagamie County
Ozaukee County
Pepin County
PHILADELPHIA BIBLICAL UNIV-WISCONSIN WILDERNESS
Pierce County (WI)
Polk County (WI)
Portage County
R & B ACADEMY
Racine Unified School District
River View Middle Scool
School District of Altoona
School District of Amery (WI)
School District of Elmbrook
SCHOOL DISTRICT OF OMRO
St. Croix County
Stoughton Area School District
Town of Grand Chute
United Way of Greater Milwaukee
Village of Brown Deer
Village Of Greendale
Washburn County
Waukesha School District
Williams Bay School District
Wilmot Union High School
APPALACHIAN BIBLE COLLEGE
BETHANY COLLEGE
Clarksburg Parks & Recreation
FAIRMONT STATE UNIVERSITY
GLENVILLE STATE COLLEGE
John Marshall High School
Marshall County Commission
Marshall County Parks and Recreation (Grand Vue Park)
MARSHALL UNIVERSITY
Raleigh County West Virginia
United Way Alliance of the Mid-Ohio Valley
WEST VIRGINIA NORTHERN COMMUNITY COLLEGE
WEST VIRGINIA STATE UNIVERSITY
WEST VIRGINIA UNIVERSITY
West Virginia University - Extension Service Safety & Health Extension
WHEELING JESUIT UNIVERSITY

Wheeling Park Commission
Wood County West Virginia
Sheridan County
UNIVERSITY OF WYOMING

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-3101 **Regular Agenda Item 2. E.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	5-8-15 to 05-11-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Approval of Agreement No. 032615-1 with the Gila County Rodeo Committee.

Background Information

For years, Gila County has supported the efforts of the Gila County Rodeo Committee in holding the Copper Dust Stampede Rodeo each year.

In the past, Gila County staff has received quotes from and issued contracts to stock contractors, emergency medical companies, rodeo clowns, rodeo announcers and feed companies to aid in the costs incurred with putting on the annual rodeo.

Evaluation

In August 2014, the Gila County Rodeo Committee was granted tax exempt status by the Internal Revenue Service under section 501 (c) (3) of the Internal Revenue Code, and classified as a public charity.

In line with Gila County Policy No. BOS-FIN-016 - Community Agency and Economic Development Funding that was approved by the Board of Supervisors, the County may grant funding to non-profit entities to provide services to the public. Each year the Copper Dust Stampede Rodeo grows bigger and bigger. The rodeo draws people from out of town and brings in additional revenue to the City of Globe through food sales, gas sales and hotel accommodation sales, to name a few.

Conclusion

It would benefit the residents of Gila County, through added revenue, to continue to support the Gila County Rodeo Committee's endeavors to put on the Copper Dust Stampede Rodeo.

Recommendation

Staff recommends the approval of Agreement No. 032615 to provide funding to the Gila County Rodeo Committee to offset the costs incurred with hosting the 2015 Copper Dust Stampede Rodeo.

Suggested Motion

Information/Discussion/Action to approve Agreement No. 032615-1 between Gila County and the Gila County Rodeo Committee to provide an economic development grant in the amount of $10,000 that will be used to offset the costs incurred for the 2015 Copper Dust Stampede Rodeo on May 8-9, 2015. **(Jeff Hessenius and Steve Stratton)**

Attachments

Agreement No. 032615-1 Gila County Rodeo Committee

Request for Financial Assistance for 2015 Copper Dust Stampede Rodeo

Legal Explanation

AGREEMENT NO. 032615-1
BETWEEN
GILA COUNTY
AND
GILA COUNTY RODEO COMMITTEE

This is an agreement between Gila County, hereinafter referred to as the ***County*** and the Gila County Rodeo Committee, hereinafter referred to as the ***Organization***:

1. Purpose and Scope

The Gila County Rodeo Committee is a charitable, non-profit Organization for the benefit of residents of the Globe area and surrounding communities. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports activities in the Globe area and endeavors to improve the Rodeo Facility every year. This year, the Organization plans on improving the Arena, by providing sand washed dirt to improve the footing and hold moisture better, to improve dust control.

The County will provide to the Organization an economic development grant of $10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11-254 and A.R.S. § 11-254.04.

The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for promoting "The Copper Dust Stampede Rodeo". The Rodeo serves to increase the City of Globes' revenue by drawing in out of town participants and viewers. This means travelers will be spending money on hotel accommodations, food and drink, as well as fuel.

2. Term

This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist in the execution of "The Copper Dust Stampede Rodeo" to be held on May 8th and 9th, 2015.

3. General Terms and Conditions

Legal Arizona Workers Act Compliance: The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Gila County Rodeo Committee
Charles Brewer, President
P.O. Box 804
Globe, Arizona 85502
Tax ID No.: 61-1658683

Gila County
Don E. McDaniel, Jr., County Manager
1400 E. Ash Street
Globe, Arizona 85501

4. Indemnification

The Organization shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Organization 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 the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Organization from and against any and all claims. It is agreed that the Organization 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 Organization 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 Organization for the County.

5. Cancellation

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

6. Entire Agreement

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

GILA COUNTY

_____

Don E. McDaniel Jr., County Manager

Date: _____

GILA COUNTY RODEO COMMITTEE

Charles O Brewer

Charles O. Brewer, President

Date: 3-30-15

March 17, 2015

Gila County Rodeo Committee
P.O. Box 1538
Globe, Arizona 85502

To: Gila County Board of Supervisors.

This letter is a request to be considered for the $10,000 dollars budgeted for the Annual Gila County Rodeo, to be held at the Gila County Fairgrounds on May 8th and 9th, 2015.

Every year the Rodeo Committee endeavors to improve the Rodeo Facility. This year we are planning to improve the Arena, by bringing in sand washed dirt to improve footing and to hold moisture better.

Any improvements or Rodeo would be cost prohibitive without the annual support of the Gila County Board of Supervisors.

Last year was our most successful Rodeo to date. Attendance was unbelievable, and the caliber of our contestants was outstanding. We had several PRCA Gold Buckle (World Champion) contestants and are Expecting to have more this year. It was a standing room only Rodeo, The bleachers were full and so were the parking areas,

Your approved response would be very much appreciated as well as Imperative to the continued success of the Gila County Rodeo. This Committee is looking forward to our 17th upcoming Rodeo. Thank you for your consideration and support.

Respectfully,

Charles O. Brewer

Charles O. Brewer
President, Gila County Rodeo Committee

GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3069 **Regular Agenda Item 2. F.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2014-2015	Budgeted?:	No
Contract Dates Begin & End:	TBD	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Award Contract No. 121014-2 - Copper Administration Building Roof Replacement

Background Information

At the September 30, 2014, Board of Supervisors Regular Meeting, the Board approved the purchase of a used modular structured building to relocate existing County departments and personnel from private leased offices, to County property. This purchase will help mitigate the County's need to lease private office space.

The modular structured building will require various improvements and modifications to fulfill its newly designated purpose as an administration building. In order to facilitate the planning of the various stages of construction and keep the project moving forward, at the November 25, 2014 Board of Supervisors Work Session, staff requested that the Board approve a request for advance authorization to advertise the various items of work that will exceed the $50,000 threshold for the Copper Administration Building project only. Staff suggested, in lieu of taking each Request to Advertise before the Board each time a phase of construction is nearing commencement, a Request to Advertise form would be filled out by the Public Works Department, and then approved by the County Attorney's Office, the County Manager, and the Public Works Division Director. This request was approved by the Board of Supervisors.

Invitation for Bid (IFB) was advertised in the Arizona Silver Belt on March 4, 2015 and March 11, 2015, with a bid due date of March 18, 2015. On March 10, 2015, Addendum #1 was issued to provide clarifications to questions raised at the mandatory site visit. On March 12, 2015, Addendum #2 was issued to extend the bid date to April 1, 2015. On March 27, 2015 Addendum #3 was issued to provide gutter downspout layout drawings and Facia System Detail, as discussed during the site visit. IFB No. 121014-2 was emailed out to twenty contractors, two construction publications and posted on the County website. Three bids were received.

Per the Time of Completion provision in the IFB, work shall start no later than ten calendar days after the Notice to Proceed has been issued, and is to be substantially

complete within forty-five calendar days from the Notice to Proceed date. Final Completion will be achieved after subsequent roof penetrations, as required, by other contractors have been made.

Evaluation

One of the key components required for the Copper Administration Building is to replace the existing roof. A new roof will need to be installed prior to beginning the construction on the remodel portion of the structure.

A mandatory site visit was held on March 10, 2015. Eleven Contractors attended the site visit. Sealed bids were received from three contractors. Bid responses were opened and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

Conclusion

Prior to construction beginning on the inside of the Copper Administration Building, a new roof needs to be installed. After extensive review, and based on the bid responses received, it is the goal of the Finance Department and the Public Works Division to award a contract to the lowest, most responsible and qualified bidder.

Recommendation

The Finance Division Director and the Public Works Division Director recommends that the Board of Supervisors award a contract to Custom Roofing Co., Inc. for a base bid amount of $129,385.45 in response to Invitation for Bids No. 121014-2 - Copper Administration Building Roof Replacement.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 121014-2 - Copper Administration Building Roof Replacement; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius and Steve Stratton)**

Attachments

Request to Advertise
Invitation for Bid No 121014-2-General Provisions
Technical Specifications and Drawings
Addendum No. 1 to IFB 121014-2
Addendum No. 2 to IFB 121014-2
Addendum No. 3 to IFB 121014-2
Bid Tab Spreadsheet
Contract No. 121014-2-Custom Roofing Co., Inc.
Star Roofing Inc. bid
Tecta America Arizona bid
Legal Explanation

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 specifciations 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

121014-2

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: FM-0103 Copper Administration Building Remodel

Fund 1007 Dept No. 341 Program 801 Location _____ Account 4500.19

Estimated Cost $130,000

INTENT To replace the existing 12 year old roof of the Copper Admin Building with a fiber roofing system.

Signed: _____ Date 3/30/15

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
Department Receipt	12/10/2014	Placed on Agenda	3/27/2015
Presented to Board	4/21/2015	Approved to Call	
Delivered to Paper	2/25/2015	Paper Name	Arizona Silver Belt
Advertised From	3/4/2015	To	3/11/2015
Closing Date	4/1/2015	Bid Award Date	4/21/2015
Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

County Manager: _____ Date 4/6/15

Don E. McDaniel, Jr.

County Attorney: _____ Date 4 2 2015

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

IV. APPROVED

Finance Director Signature _____ Date _____

GILA COUNTY

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SECTION 01
NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

   All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

   No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

   The following forms **MUST** accompany the bidder's proposal:

   - Bid Proposal (BP1-3)
   - Surety Bid Bond (BB1)
   - Qualification & Certification Form(QC1-2)
   - Subcontractor List (SL1-2)
   - Contractor Reference List (RL-1)
   - Affidavit of Non-Collusion (ANC-1)
   - Subcontractor Certification (SC-1)
   - Contract Performance Warranty (CPW-1)
   - Sample of MRSM Commercial Warranty
   - Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

   Failure to include all required documents may invalidate the bid.
   Prices shall include all applicable taxes.

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check, or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"Bid No. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 3:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 3:00 P.M. M.S.T., Wednesday, March 18, 2015. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 3:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

Plans and specifications may be obtained by remitting a deposit of $20 per set, plus $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order. Payment shall be made by check or money order only. No cash will be accepted.

Gila County
Purchasing Department
Guerrero Building
1400 East Ash
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - Contractor is highly encouraged to review and inspect site and contact Facilities Manager with any issues. There will be a mandatory Pre-Bid walk through held on **Tuesday, March 10, 2015** at **10:00 A.M**..

7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. The bid opening is the only time, until bid award, this information will be revealed.

SECTION 10
DEFINITION OF TERMS

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

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facilities Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

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

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

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

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

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

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

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

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to “Contractor’s Engineer” shall mean the “Contractor”.

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

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

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term “install” is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

LABORATORY. A testing laboratory as may be designated or approved by the Owner’s to test construction materials and products.

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

MRSM. Membrane Roofing System Manufacturer.

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

MATERIALS. Any product or substance specified for use in the construction of the contract work.

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

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

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

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner’s Engineer where ever referenced in the documents.

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

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

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

PROJECT. The agreed scope of work as identified in the Contract Documents.

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

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

PROVIDE. Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

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

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

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet**.

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

20-05 ALLOWANCES. The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

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

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

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

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

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

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

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

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

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

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

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.

(d) Failure to submit all required official bid forms.

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

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

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

SECTION 30
AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.

After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

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

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

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

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

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

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

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

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

SECTION 40
SCOPE OF WORK

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

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

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

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

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

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

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

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.
Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.

SECTION 50
CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of

inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

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

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

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

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

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

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

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

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

SECTION 60
CONTROL OF MATERIALS

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

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

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

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

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

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

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

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

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

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

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

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

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

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

SECTION 70
LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

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

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

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

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

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

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

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

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

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

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

70-08 PROTECTION AND RESTORATION OF PROPERTY . The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

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

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

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

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

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

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

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

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

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

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

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

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

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

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

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

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

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

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

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

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

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

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

SECTION 80
PROSECUTION & PROGRESS

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

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

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

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

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

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

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

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

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

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

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

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

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

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

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

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

as may be rejected as unacceptable and unsuitable; or

(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

SECTION 90
MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

A. By unit prices stated in the Contract Documents.

B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
    1) Cost of materials, including cost of delivery.
    2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
    3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
    4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
    5) Cost of Subcontracted work calculated as above.

6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties herby agree that this fee includes all Contractor overhead and profit on subcontractor work.
7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Unforeseen Conditions: Not to exceed $25,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment

Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contactor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contactor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.

- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.

SPECIAL PROVISIONS

PROPOSED WORK

The work consists of roof replacement of the Copper Administration Building Work includes furnish and install a new weather and watertight High Performance KEE Thermoplastic Roofing System over the existing system, including roof related insulation and/or cover boards, flashings, accessories and related metalwork, in strict accordance with the contract, drawings and High Performance Membrane Roof System Manufacturer's most current specifications and details. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

GENERAL REQUIREMENTS

The project has been designed utilizing the International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

AS-BUILTS

Not applicable to this project.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:

A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:

Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:

The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

TECHNICAL SPECIFICATIONS

SEE TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS

CONTRACT FORMS

Bid Submittal Checklist (CK1)

Bid Proposal (BP1-3)

Surety Bid Bond (BB1)

Qualification & Certification Form (QC1-2)

Subcontractors List (SL1-2)

Contractor Reference List (RL-1)

Affidavit of Non-Collusion (ANC1)

Subcontractor Certification (SC1)

Construction Contract (C1-5)

Contract Performance Bond (CPB-1)

Labor & Material Bond (LMB-1)

Contract Performance Warranty (CPW-1)

Pay Application (Sample AIA Doc G702)

BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications.
All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

BID NO. 121014-2
COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form(QC1-2)
- Subcontractor List (SL1-2)
- Contractor Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Contract Performance Warranty (CPW-1)
- Sample of MRSM Commercial Warranty
- Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

Failure to include all required documents may invalidate the bid.

BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

_____ _____ Dollars ($_____).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional roof penetration accommodations at a later date, during the course of renovation project planned for 2015, and assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition:

Roof Venting: <3" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($_____) Per Penetration
Additional Site Trip Charge: _____ Dollars ($_____) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

The following Proposal is made for :

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

_____

_____

_____

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within Forty-five (45) Calendar Days of the Notice to Proceed and Final Completion after subsequent roof penetrations as required by other contractors**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

If by a Corporation:

(SEAL)

Corporate Name:_____

Corporate Address:_____

Incorporated under the laws of the State of:_____

By (Signature):_____ Date:_____

President:_____

Secretary:_____

Treasurer:_____

If by a Firm or Partnership:

Firm or Partnership Name:_____

Firm or Partnership Address:_____

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

If by an Individual:

Signature:_____ Date:_____

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
GILA COUNTY, ARIZONA, BID CALL NO. 121014-2

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact**

Subscribed and sworn to before me

This _____ day of _____,20__
My commission expires: _____
Notary Public

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

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

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

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

BID NO. 121014-2

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

   _____

   _____

   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
   _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating: _____**

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

1. Current Arizona Contractor License Number: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of _____.
[BID OPENING DATE]

_____[company]
[authorized representative] **[date]**

CONTRACTOR REFERENCE LIST (RL-1)

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
BID NO. 121014-2

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

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

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

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

That he is _____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County BID NO. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT PROJECT, GLOBE** and,

That neither he nor anyone associated with the said _____

_____
(Name of Business)

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

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires:_____

Notary Public

SUBCONTRACTOR CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 121014-2: COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

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

_____
Name of Firm

_____
By: (Signature)

_____
Title

_____
Date

CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and _____ _____ of the City of _____, State of _____, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

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

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

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

4. **Professional Liability (Errors and Omissions Liability)**
   Each Claim $1,000,000
   Annual Aggregate $2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed,** and shall be Substantially Complete within **Forty-five (45) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion after subsequent roof penetrations as required by other contractors.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than $_____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

CONTRACTOR:

_____
Contracting Company Name

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address Phone Number
Phone Number

_____
By:

_____
By:

_____
AgencyAddress

_____

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____ **Phone Number**

Principal **Seal**

_____

Surety **Seal**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **By:**

_____ _____

Address **Phone Number** **AgencyAddress**

_____

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

for a period of **two years** from the date of Final Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

_____

(Officer, Partner, Owner) **Date**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 2 PAGES

TO OWNER: PROJECT: APPLICATION NO: Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	$
b. _____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992

TECHNICAL SPECIFICATIONS

ALLOWANCES

Unforeseen Conditions (Change Orders): Not to exceed $25,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

BID SUBMITTAL REQUIREMENTS

- ☐ Sample of MRSM Commercial Warranty
- ☐ Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

DEFINITIONS

MRSM: Membrane Roof System Manufacturer
Owner / Owner's Representative: Gila County Facility Services Project Manager

REFERENCES

ASTM D6754 Standard Specification for Ketone Ethylene Ester Based Sheet Roofing
ASTM D 751 Test methods for Coated Fabrics
Seaman Corporation / FiberTite General Guide Specification FTR GS04/08
UL 790 Underwriters Laboratories (UL) – Fire hazard Classifications
FM 4470 GM Global (FM) – Roof Assembly Classifications
National Roofing Contractors Association (NRCA) – Roofing and Waterproofing manual

DEMOLITION

As required at existing roof surfaces to provide a weather and watertight warranted roofing system.

Contractor to restore or repair any damaged floors, walls, ceilings, sidewalks, curbs, utilities, etc. damaged by the contractor, or his subcontractors, during construction. The Owner shall review repair work, with the Contractor, and approve, prior to final acceptance and payment.

ROOFING

Requirements:

Furnish and install a new weather and watertight High Performance KEE Thermoplastic Roofing system using an Adhered FiberTite-XT FB 050 membrane, approximately 22,000 sq.ft.

This specification is constructed around FiberTite Roofing Systems and Seaman Corporation's General Guide Specification as the standard of performance and quality, and shall be considered part of these specifications.

Performance Requirements:

General: Completed high performance membrane roof system and base flashing shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation or other defects in construction.

Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by the MRSM based upon insitu field evidence of the roofing membrane / systems service life cycle greater than 20 years.

Roofing System: Provide high performance membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated according to ASCE-7.

Energy: Provide high performance membrane roofing system, Energy Star qualified, and has an initial Solar Reflective Index equal to or greater than 78.

If a condition is discovered that is not covered by the project or manufacturer's specifications, notify the Owner immediately. Take appropriate steps to prevent water intrusion into the roof system until such conflict is resolved and roofing operations are continued.

Project Scope:

Roofing Contractor shall furnish all labor, materials, tools, equipment, supervision and permits necessary to install a new High Performance Adhered FiberTite-XT FB 050 over existing roofing system: including any related insulation, cover-boards, flashings, accessories and related metalwork in strict accordance with the contract and High Performance Membrane Roof System Manufacturer's most current specifications and details.

The contractor shall examine all areas and conditions for the work, prior to bidding and confirm all given information. The Contractor shall notify the Owner in writing, prior to bid, of any conflicts that will affect the quality or cost of the proposal.

Any contractor wishing to submit a proposal using an alternative "High Performance" roofing system other than that specified, must submit a Substitution Request for preapproval 2 weeks prior to bid date.

All components, including roof insulation and/or cover-board, fasteners, adhesives and other accessories shall be manufactured or supplied by the approved MRSM.

Contractor shall maintain an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods necessary for the proper performance of the work. No allowance will be made for lack of skill on the part of the workers.

The Contractor is responsible for providing a suitable substrate surface for the proper installation of the Membrane Roofing System, and MRSM specified components for a complete weather and watertight roofing system.

Installer must examine the substrate and conditions under which the roofing is to be installed, and notify the Owner, in writing, of conditions detrimental to the proper and timely completion of the work, not visible during the mandatory pre-bid walk-through. **Commencement of roofing operation indicates the contractor's** acceptance of the roofing substrate for roof application.

Quality Control / Inspections:

Contractor shall initiate and maintain a QC program to supervise and inspect the quality of the application on a daily basis. Supervisor to probe all heat welds incorporated within the membrane Roofing System. If inconsistencies in the quality of the application of the composite, membrane and/or welds are found, all work shall cease until corrective actions are taken to ensure the continuity of the installation.

Excessive patching of field seams because of inexperience or poor workmanship will not be accepted at time of final inspection for warranty acceptance. T-JOINT Patches as required by the membrane manufacture are permitted.

QC program shall ensure that all aspects of the installation (sheet layout, attachment, welding, flashing, details are in strict accordance with the most current MRSM Specifications and Details.

Coordination:
A pre bid meeting will be held to walk the project and familiarize all bidders with the project.
See Meetings, Special Provisions, in General Provisions of the Invitation to Bid, for Preconstruction and Construction meeting requirements.

Protection:

It shall be the contractor's responsibility to protect all surfaces that may be subject to any damages during installation of roofing system. Any items damaged shall be replaced in original condition. The Contractor will be responsible for all damages.

Provide proper protection on all newly completed roofing to avoid damage to the new roofing system. Traffic should be minimized on a freshly laid roof.

Daily production shall be limited to only that which can be made 100% watertight at the end of the day, including all flashing and night seals.

Qualifications:

Manufacturer: The High Performance Membrane Manufacturer shall be an American owned company with no less than 25-years experience as a commercial roofing manufacturer.

Installer: All contractors that bid this work, shall be licensed and have a minimum of not less than 5 years installation experience, similar to the size and scope contained in the project. Contractor shall be an "Authorized Roofing Contractor" of the MRSM in good standing and be fully knowledgeable of all the requirements within the contract documents as well as all job site conditions that could affect their work.

Warranty:

Upon completion of the roof installation, the contractor shall arrange for a quality assurance / warranty inspection by the Technical Service Department of the approved MRSM. Notice of inspection date and time shall be given to the Owner at least 72 hours prior to the inspection taking place.

Provide a minimum 20 year full warranty covering leaks caused by material defects and/or installation workmanship for a period of 2 years. In addition, the warranty shall cover the repair and/or replacement of any materials and/or equipment damaged from such leaks. An additional warranty document shall be issued for hail damage from hail up to 1.5 inches diameter.

Product Data:

FiberTite Membrane: FiberTite-XT50 FB
Nominal 50-mil ketone ethylene ester (KEE) membrane, reinforced with a 6.5 oz yd2 knitted polyester fabric with a 4-oz yd2 non-woven polyester fabric heat bonded to the backside, as manufactured by Seaman Corporation, under the trade name FiberTite-XT50 FB, conforming to the physical properties as outlined.

Color: DC196 Off-White

Physical Properties:

Thickness: 1.27mm (.050") nom.
Thickness over Fiber: .38mm (.015") Optical Method
Breaking Strength N: 1779 N (400lbf)
(ASTM D 751 proc. B-strip)
Elongated at Break: 18%
(ASTM D 751 –strip)
Tear Strength: 556 N (125lbf)
(ASTM D 751 proc. B. tongue tear
Linear Dimensional change: .78% max
(ASTM D 1204)
Fabric Adhesion: No Peel
(ASTM D 751)
Low Temperature Bend -40 degrees F
(ASTM D 2136)
Retention of Properties after Heat Aging:
(ASTM D 3045 – 176 degrees F/156 days)
Breaking Strength Strip: 90% original

Elongation at Break Strip: 90% Original

Low Temperature Bend after Heat Aging: -40 degrees F
Change in Weight after Exposure in Water: 0.0, +3.7
ASTM D471 158 degrees F, 166h, one side only, max %

Factory Seam Strength : >Fabric Strength
(ASTM D 751 Grab method)
Hydrostatic Resistance: 851 psi
(ASTM D 751)
Static Puncture Resistance: PASS
(ASTM D 5602, 99lbf)
Dynamic Puncture Resistance: 30J
(ASTM D 5635)

Accelerated Weathering: 10,000 hr.
(Practice G 155 / xenon , and Practice G 154 / UVA
Cracking or Crazing at 7x magnification: NONE

Fungi Resistance: Discoloration: NONE
Sustained Growth: NONE
(Practice G21, 28 days)

Abrasion Test Cycles: > 2,000
(ASTM D 3389 H-18 wheel / 1,000 g load)

Solar Reflective Index: 98.54 SRI
(Color: DC 196 off white)

Provide materials bearing Underwriters Laboratories marking / label on the packaging or containers indicating materials have been produced under UL classification and follow-up services.

Provide membrane roofing system and materials that have been evaluated by FM Global (FM) for spread of flame, seam leakage, hail resistance and wind uplift. Identify materials with FM Approved marking / label.
Fire/Windstorm classification: FM1-90
Hail resistance: Up to 1.5" in diameter

Flashing Membrane:

DC196 Off-White Nominal 50-mil FiberTite-XT membrane shall be used for all flashing requirements to match the field membrane and warranty expectations selected for the roofing system.
Membrane flashings shall be installed per manufactures recommended details and procedures. See attached details in this document.

Wood Nailers:

Wood nailers shall be installed at perimeter edges for attachment of metal edge. Nailer height shall be equal to coverboard in elevation to create a smooth transition. Wood nailer shall consist of redwood or treated lumber and installed per MRSM.

Metal Flashing:

All perimeter edge details are to be fabricated from Polymeric-Clad metal or utilize a prefabricated Fascia System. Install in accordance with MRSM specifications and details. See attached detail in this document.

Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8" O.C.

Cover Board:

Water resistant gypsum core substrate conforming to the following:
FM approved meeting Class A 1-90, for fire and wind.
UL classification: Class A Assembly
Meets requirements of ASTM C473
½" DensPrime

Vapor Retarder: Not Applicable to this assembly

Roof Accessories:

Furnish accessories manufacturer, marketed or approved by the MRSM, required to complete the roof installation per the manufacturer's specification.

Adhesives and Sealants: Application technique and coverage rates will vary according to substrate and environmental conditions.

Adhesives and Sealants shall be the MRSM approved product for the condition, exposure and application used.

Product Delivery, Storage, and Handling:

Deliver all materials to the job site in manufacturer's original, unopened containers, with legible labels and in sufficient quantity to all for continuity of work.

Select and operate material handling equipment in a safe manner, guarding against damage to existing construction or newly applied roofing and conforming to manufacturer's recommendations of handling and storage.

All rolls of membrane shall be stored, lying down, elevated above the roof deck and completely protected from moisture with tarpaulins.

Insulation and cover board materials shall be elevated on pallets and fully protected from moisture with tarpaulins.

Manufacturer's packaging is not considered adequate for outdoor storage.

Adhesives and sealants shall be safely stored between 50 degrees F and 80 degrees F, prior to use.

Flammable materials shall be stored in a cool, dry area away from sparks and open flames.

Follow all precautions as outlined in manufacturer's Material Safety Data sheets.

Materials, having been determined by the Owner to be damaged, shall be immediately removed from the construction site and replaced at no cost to the Owner.

On site staging and storage of materials **to be determined at pre bid meeting with owner's representative.**

Security of materials and equipment on site is the responsibility of the installing contractor.

Safety

Take all necessary precautions regarding worker health and safety when using solvents adhesives and proximity to fresh air intakes.

Store flammable liquids and materials away from open sparks, flames and extreme heat.

Daily site cleanup shall be performed to minimize debris and hazardous congestion. All construction debris shall be removed from the construction site and legally disposed of in the dumpster provided by Gila County, on site.

It is the contractor's responsibility to comply with all OSHA, state, federal and local codes, guidelines and safety requirements for construction.

Fire suppression equipment shall be readily available on the roof top whenever combustible roofing material is being handled. Protect against fire and flame spread at all times.

MSDS Material Safety Data sheets shall be maintained on the jobsite for any and all roofing materials being stored or installed on the project.

Substrate Preparation

Surfaces to receive new membrane roofing shall be free of any standing water, dew, ice, loose debris or any other contaminate that could impair the quality of the installation.

Substrate shall be smooth, clean and free of sharp edges and or projections and obvious depressions that would interfere with the installation of a high quality high performance membrane roofing system. Remove all loose aggregate and debris by power broom and/or vacuum and legally dispose of.

Examine all the areas and conditions where new roofing is to be installed. Correct any and all conditions detrimental to the proper and timely execution of the work. Do not proceed until such conditions have been corrected to the satisfaction of the owner and manufacturer.

Remove and replace all wet or deteriorated insulation and/or wood blocking.

Clean all exposed metal surfaces such as pipes, pipe sleeves, drains, duct work, etc., by removing loose paint, rust and any asphalt or coal tar pitch of any kind. Remove and discard lead sleeves at soil stacks.

Cut existing EPDM membrane into grid approximately 4'x4'.

Remove and dispose of all existing pipe, curb and wall flashings.

All deck replacement is to be inspected by owners representative and MRSM representative prior to removal and replacement. Quantities and areas are to be verified and agreed upon by all parties prior to replacement. Daily documentation of deck replacement shall be kept by installer. Documentation shall include square footage of replacement, area on site map replaced and a minimum of 6 photographs of each area replaced, before and after photos. Attachment and deflection deficiencies shall be repaired and brought into compliance with current, local building code requirements.

Installation:

MEMBRANE SECUREMENT USING CR-20

A. Un-roll approximately 30 feet of the KEE-FB membrane and position the roll over the properly installed/prepared substrate. Pull the tail back over the roll to expose a workable area (approx. 30') of substrate. (Do not utilize the "butterfly method").

B. Spray apply a spatter pattern onto roof insulation or coverboard by a spray pattern similar to watering a flower bed. Spatter pattern should yield a heavily textured surface coating of **approximately ¼" to ½" nominal thickness.**

C. The amount substrate that can be coated with a workable amount of adhesive will be determined by application method, ambient temperature, humidity and available manpower.

D. To ensure proper application and curing of the adhesive, the outside air temperature shall be 50°F and rising with no chance of dropping below freezing during the subsequent 48 hour time period.

E. CR-20 bonding range is approximately 1-10 minutes from start of spraying and will vary depending on ambient and substrate temperatures.

F. The amount of substrate that can be sprayed ahead of the membrane should be monitored to prevent installing membrane in dry adhesive. Care must be taken in high temperatures to insure that the CR-20 has not dried or skinned over prior to embedding the fleeceback membrane.

G. Broom the adhered portion of the membrane to ensure full contact and complete the bonding process by firmly pressing the bonded membrane into place with a weighted, foam-covered, lawn roller.

J. Repeat the process for the remaining un-bonded portion of the membrane, lapping subsequent, adjacent rolls of membrane a minimum of 3 inches, ensuring proper shingling of the membrane to shed water along the laps.

K. No adhesive shall be applied to the lap "seam" areas of the membrane. Areas contaminated with adhesive are difficult to clean, will impair proper welding of the seams and require a membrane patch.

L. Do not use bad or marginal adhesives.

HOT AIR WELDING

A. General

1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
2. All field seams must be clean and dry prior to initiating any field welding.
3. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld.

B. Hand Welding

1. The lap or seam area of the membrane should be intermittently tack welded to hold the membrane in place.
2. Properly hand welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a nominal 1-1/2 inches in width.

C. Automatic Machine Welding

1. Follow all manufacturers' instructions for the safe operation of the automatic welder.
2. Follow local code requirements for electric supply, grounding and surge protection.
3. Properly Automatic Machine welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a nominal 1-1/2 inches in width.

Ensure mechanical fasteners do not penetrate items located within or secured to the bottom of the deck: i.e. electrical conduit, post tension cable or other miscellaneous items.

Outside ambient air temperatures must be 40 degree F and rising during the use of any and all adhesives.

Coverboard:

Coverboard shall be installed where by the long dimension of the board(s) run in parallel alignment and the short dimensions (end joints) are staggered a minimum of 18 inches.

Coverboard shall be installed with minimum joint dimensions and shall be tightly butted where possible. Maximum joint widths shall be no greater **than 1/8"**. Damaged corners shall be cut out and replaced with an **insulation piece a minimum of 12" x 12" pieces which are cut from larger panels**. Panels smaller than one square foot are not acceptable.

Install no more than can be covered during the same working day. At the end of each working day, provide a 100% watertight cover to avoid moisture penetration where the completed new roofing adjoins the uncovered deck. If water is allowed to enter beneath the newly completed roofing, the affected area(s) shall be removed and replaced at no additional expense to the Owner.

Perimeter areas require a 50% increase in the fastener density. Corner areas require a 100% increase in the fastener density. Fastener installation shall be per the MRSM, and installed using depth sensing tool attachments to ensure proper installation.

Lightning Protection: To be installed by a qualified lightning protection installer, working in conjunction with the roofing installer as to not damage, void or compromise the roofing system in any way. All flashing details of lightning protection to be in accordance with MRSM recommended details. See attached detail section of this document.

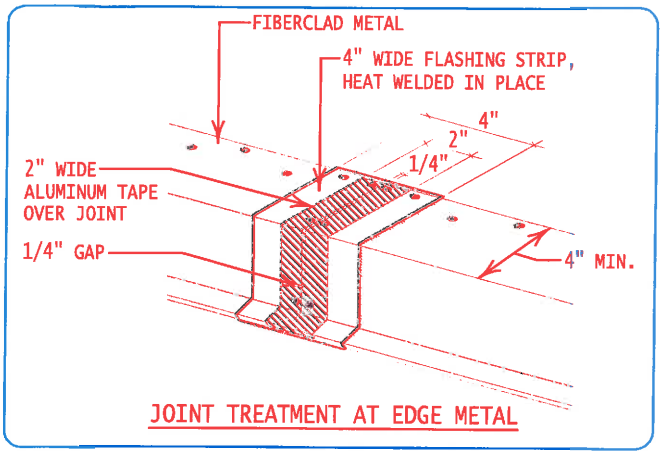
Warranty Inspection

Upon completion of the project, the authorized Contractor shall complete and submit the MRSM Project Completion Notice.

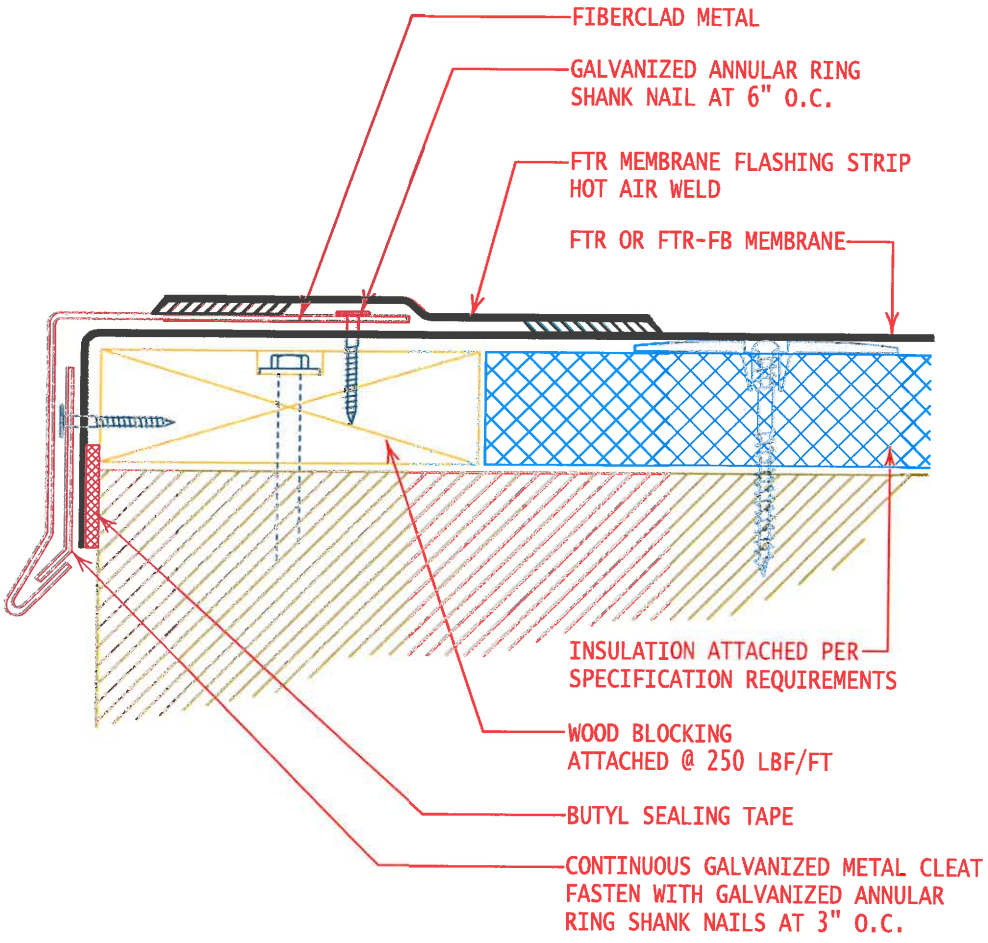
Upon receipt of the notice of completion, a Technical Representative of the MRSM shall schedule an inspection with the Contractor and Owner to thoroughly review the installation and verify compliance with MRSM specifications. Technical Representative to notify roofing contractor and owner's representative 2 weeks prior to final inspection.

Any corrections or modifications necessary for compliance with the specifications and acceptance for warranty (punch list) will be noted on the Final Inspection for Warranty Form.

Upon completion of all punch list items and final acceptance of the installation, a warranty as authorized by the MRSM will be issued.



JOINT TREATMENT AT EDGE METAL



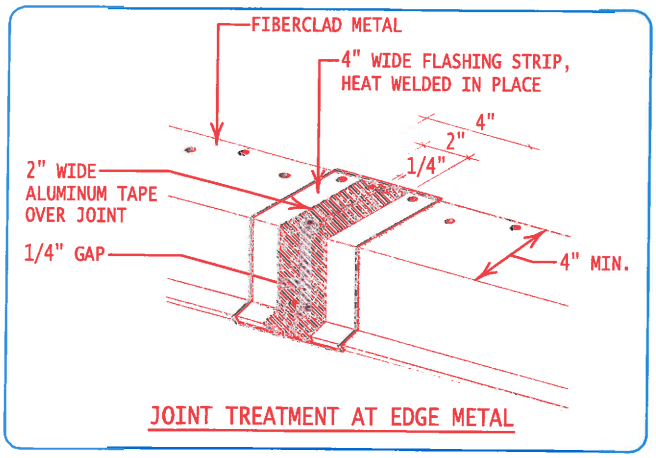
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INTELLIGENT ROOFING SOLUTIONS

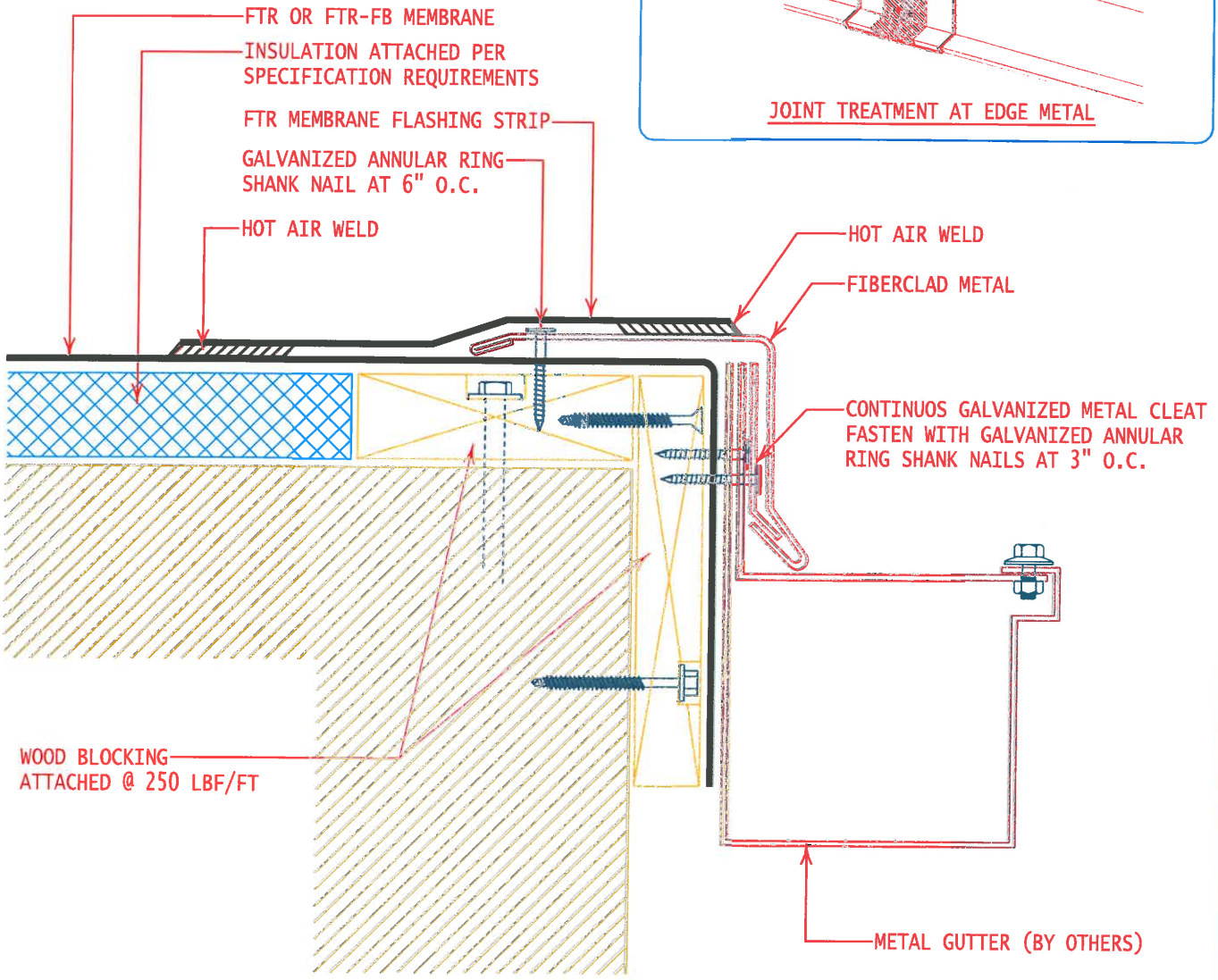
GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"

TYPICAL EDGE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE1





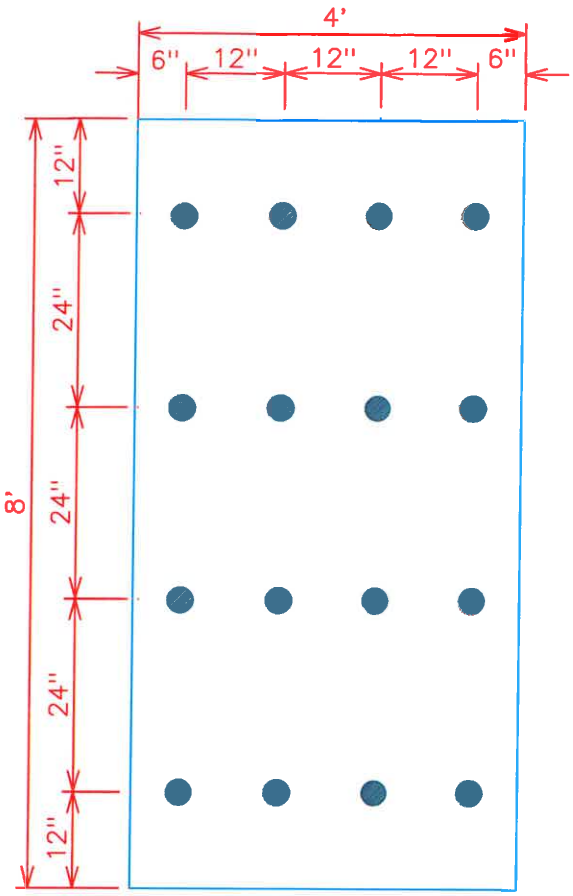
Fiberlite // Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

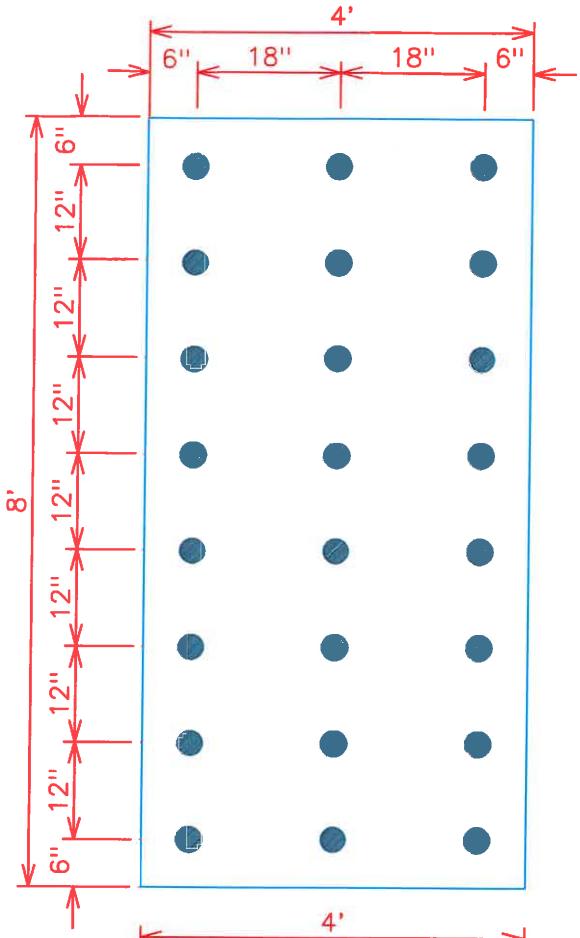
GENERAL REFERENCE:
"FTR GS06"

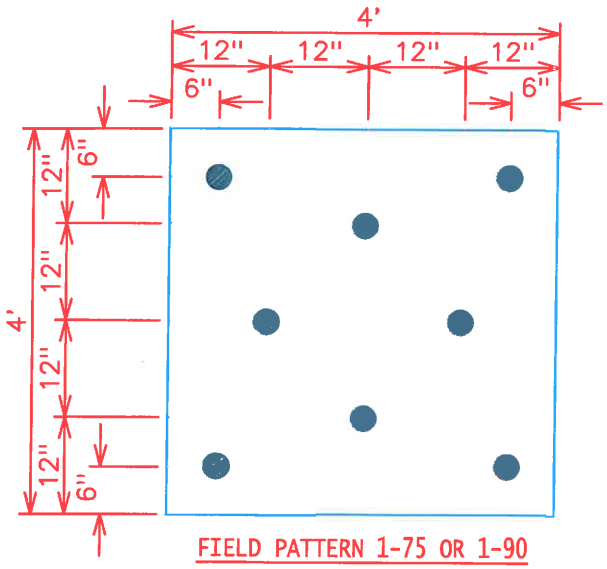
APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"

GUTTER FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE3



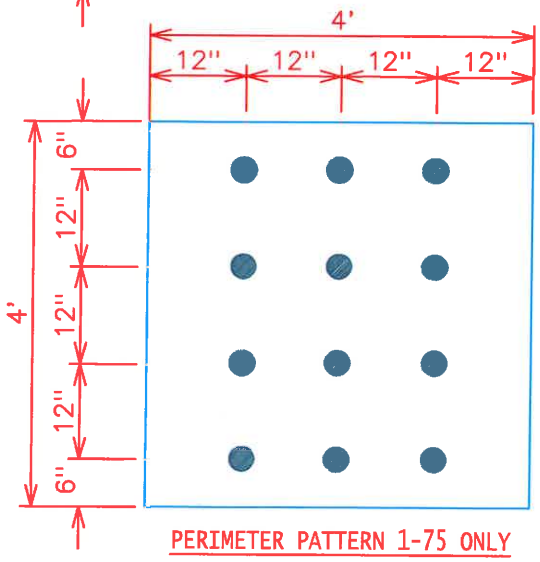




FIELD PATTERN 1-75 OR 1-90

4' X 8' = 16 PER BOARD

4' X 4' = 8 PER BOARD



PERIMETER PATTERN 1-75 ONLY

4' X 8' = 24 PER BOARD

4' X 4' = 12 PER BOARD

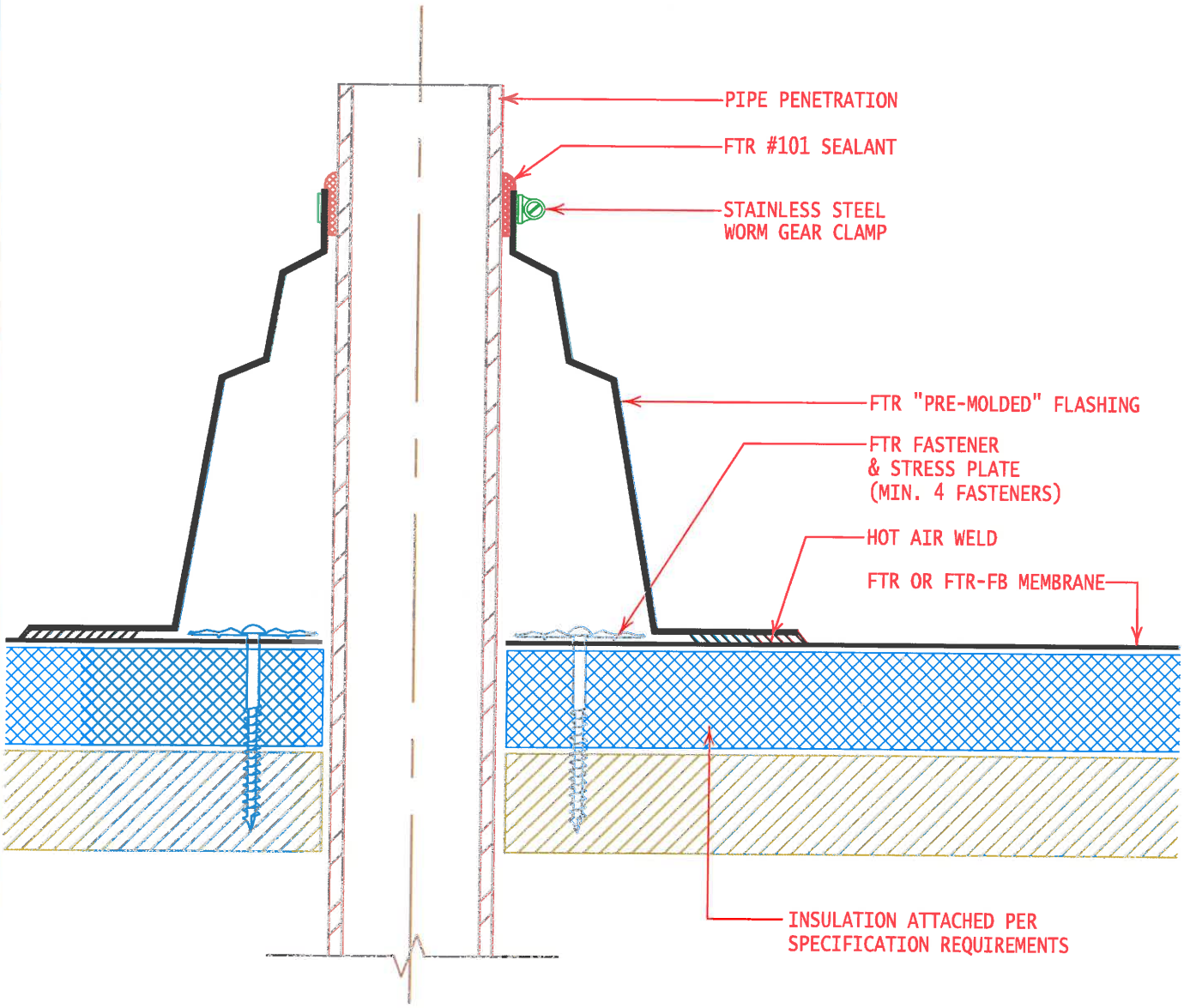
Fiberlite
Seaman Corporation
INTELLIGENT
ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR AD06"

FULLY ADHERED SYSTEM
MECHANICALLY ATTACHED INSULATION.
INSULATION LESS THAN 1.5" THICKNESS

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DI3



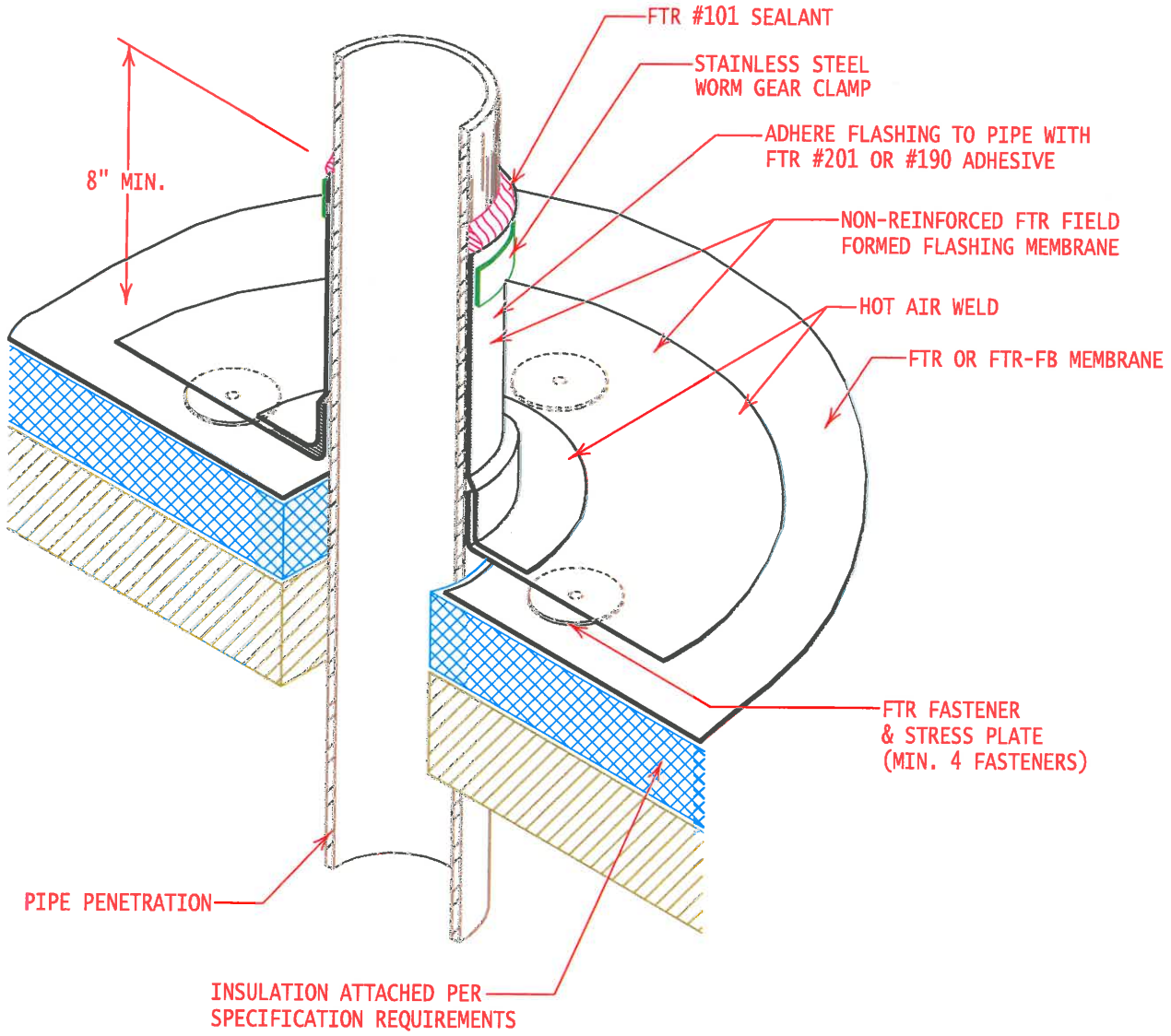
Fiberlite
Seaman Corporation
INTELLIGENT
ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

PRE-MOLDED PIPE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP3



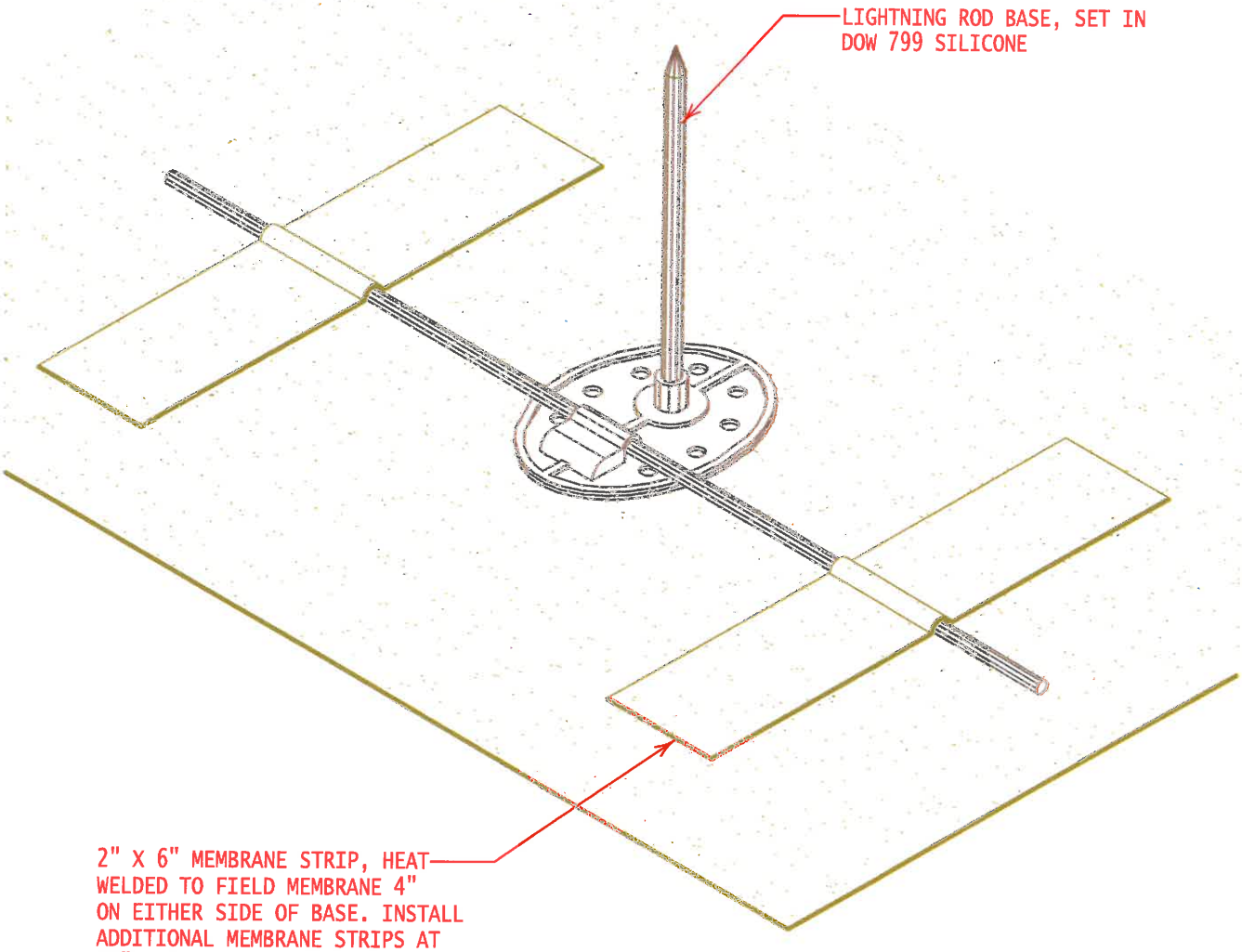
Fiberlite
Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

FIELD FABRICATED PIPE FLASHING

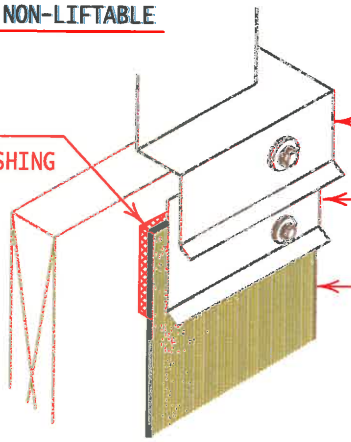
REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP41

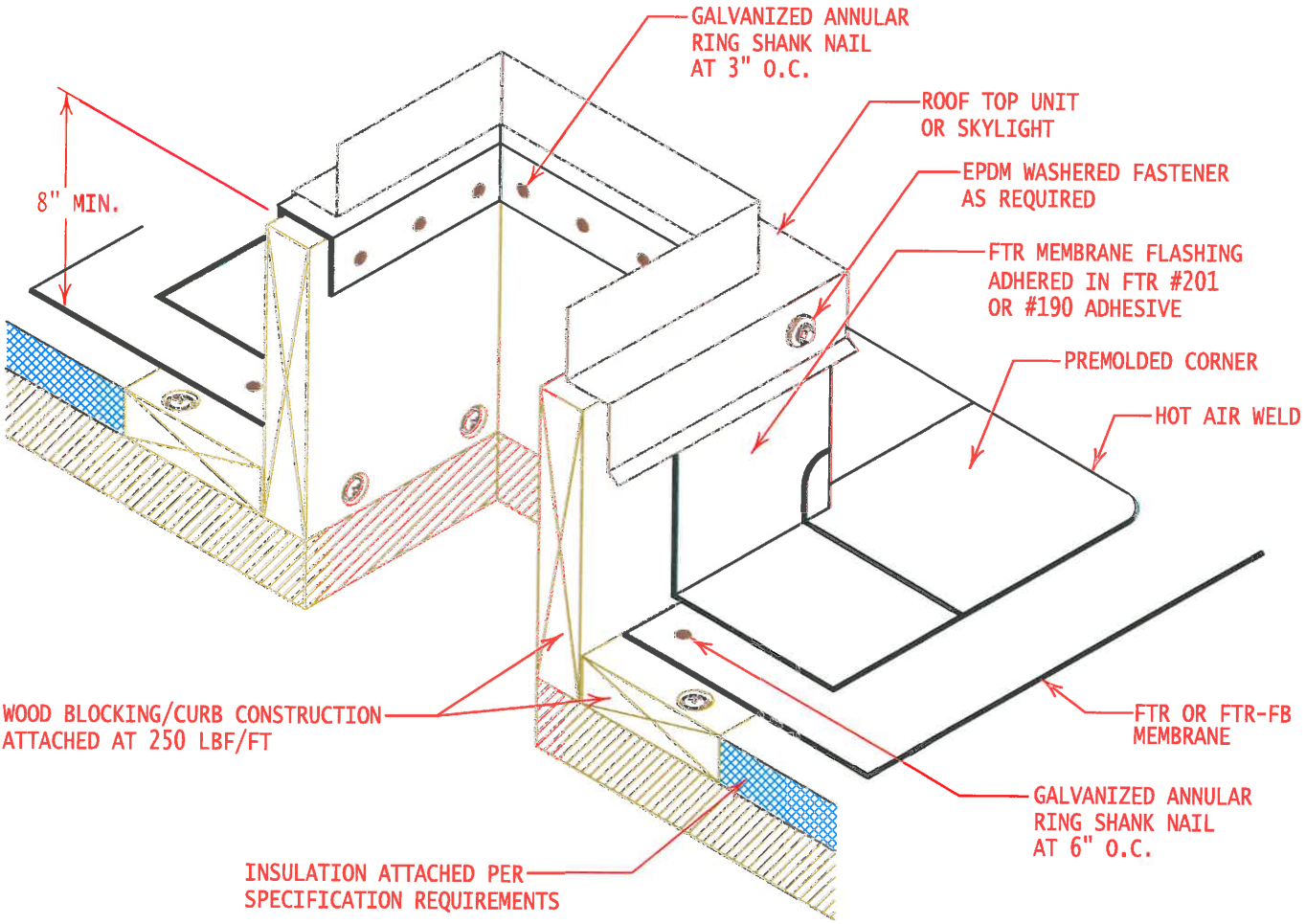


Fiberlite // Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:	LIGHTNING PROTECTION		
"FTR GS06"			
APPLICABLE SYSTEMS: "FTR MA06" "FTR AD06" "FTR BA06"	REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
	ALL PREVIOUS	03-01-07	FTR-DM3

NON-LIFTABLE





Fiberlite
Seaman Corporation
INTELLIGENT
ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

TYPICAL WOOD CURB OR SKYLIGHT FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP11

GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #1:
DATE: 3/10/2015

CLARIFICATIONS:

1. Attached Sign-In Sheet from Pre-Bid Walk-thru / Meeting is attached.
2. Revised Bid Schedule is attached.
3. Requests for information prior to bidding (Section 20-06, page GP-14, General Provisions): Deadline for requests for information regarding bidding is 3:00 PM, Friday, March 13, 2015.
4. Final Addendum issue date (Section 20-06, page GP-14, General Provisions): Deadline for final Addendum to be issued is 3:00 PM, Monday, March 16, 2015. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.
5. Contractor shall replace gutters on the North and South sides of the building. Details to be supplied in final addendum.
6. Contractor shall fabricate a 2"x 6" water stop on the East and West edges of roof and wrap and flash according to manufacturers' instructions.
7. Contractor shall replace decking with like material, with a minimum 4' x 4' patch of matching deck materials, in locations to be repaired. See revised Bid Proposal, attached. Approval required prior to doing work.
8. Contractor shall install six (6) downspouts on each North and South side of the building, twelve (12) total downspouts. Details to be supplied in final addendum.

This concludes Addendum No. 1 to Invitation for Bids No. 121014-2.
Bid date and time remain the same.

MANDATORY PREBID WALK-THROUGH/MEETING: 03-10-15, 10:00 A.M.
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BID NO. 121014-2

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
Oddonetto	Brian Oddonetto		boddonetto@oddonetto.net	928.200 0073
Tecta America	Virgil Benesh		vlbenesh@tectaamerica.com	602-663-7664
Star Roofing	Joe Hensley		JHensley@starroofingaz.com	602-944 3323
Progressive Roofing	Tom Baldwin		tom.baldwin@progressiveus.com	602-418-4126
Roofing Southwest	Josh Rygg		joshr@roofingsouthwest.com	602-396-8420
Valwest Const	Ron Valdez		RValdez@ValwestConst.com	602 993-8266 602-793-8266
Meade Construction dAZ	Donny Fiant		dfiant@meadecon.com	623-505-1056
DAS Products Inc.	Don Rupert		drupert@dasproducts.com	602 703-2733
Custom Roofing	Bill Hill		CustomRoofingCo@aol.com	602-437-6958
Robert Hickman			rhickman@gilacountyaz.gov	928-200-1648
Rodriguez Const.	Art Rodriguez		Art@Rodriguez-AZ.com	928 425 7244
American Roofing	Mike Spaniol		mikespaniol@hotmail.com	602-625-8049
Gila County	Jeannie Sgnoi		JSGNOI@GILACOUNTYAZ.GOV	928-402-8612

BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

_____ _____ Dollars ($_____).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____ Dollars ($_____) Per Sq. Ft.
Roof Venting: <3" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($_____) Per Penetration
Additional Site Trip Charge: _____ Dollars ($_____) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #2:
DATE: 3/12/2015

REVISIONS:

1. The bid due date is hereby extended to April 01, 2015 at 3:00 P.M./M.S.T.
2. Requests for information prior to bidding (Section 20-06, page GP-14, General Provisions) is hereby changed to: Deadline for requests for information regarding bidding is 3:00 PM, Friday, March 24, 2015.
3. Final Addendum issue date (Section 20-06, page GP-14, General Provisions) is hereby changed to: Deadline for final Addendum to be issued is 3:00 PM, Monday, March 27, 2015. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.

This concludes Addendum No. 2 to Invitation for Bids No. 121014-2.

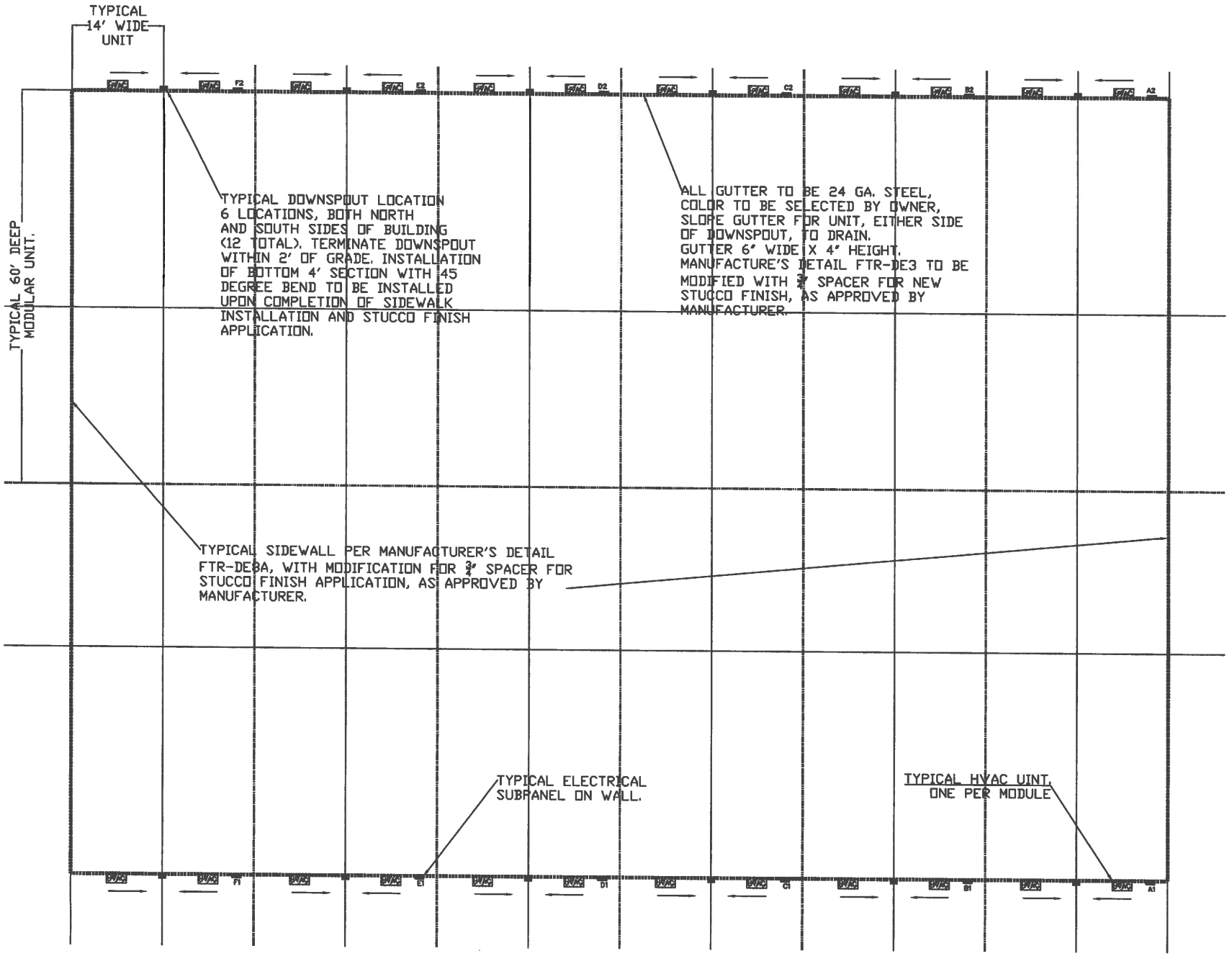
GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #3:
DATE: 3/27/2015

ATTACHMENTS:

1. Gutter Downspout Layout Drawing.
2. Fibertite 200 Facia System Detail FTR-DE8a, use Product ID No. FAF-80 (8" Height)

This concludes Addendum No. 3 to Invitation for Bids No. 121014-2.
Bid date and time remain the same.

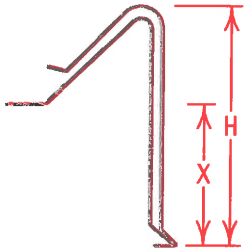


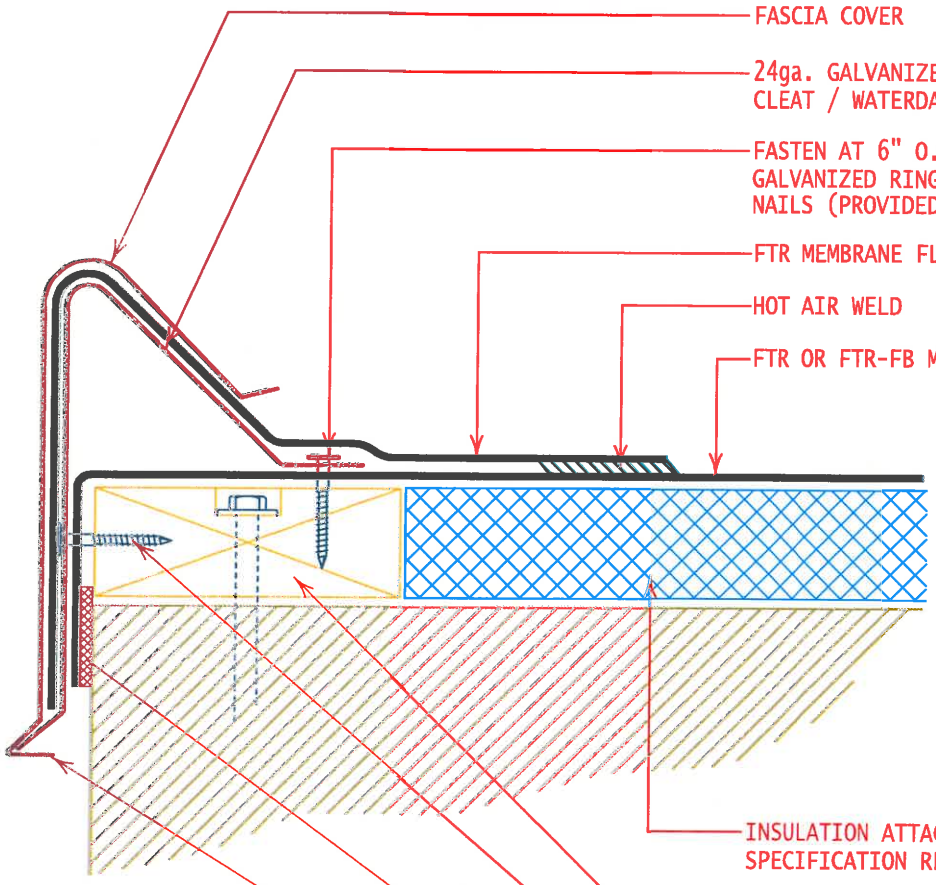
GUTTER/DOWNSPOUT LAYOUT

NOT TO SCALE

NORTH

FIBERTITE 200 FASCIA SYSTEM			
Product ID. NO.	**H Dimension**	**X Dimension**	**Nailer Coverage**
FAF-50	5" (127.0 mm)	3" (76.2 mm)	1 NAILER
FAF-65	6-1/2" (165.1 mm)	4-1/2" (114.3 mm)	2 NAILERS
FAF-80	8" (203.2 mm)	6" (152.4 mm)	3 NAILERS
FAF-95	9-1/2" (241.3 mm)	7-1/2" (190.5 mm)	4 NAILERS
FAF-110	11" (279.4 mm)	9" (228.6 mm)	5 NAILERS
FAF-125	12-1/2" (314.5 mm)	10-1/2" (266.7 mm)	6 NAILERS
FM Approved up to 1-195			





FASCIA COVER

24ga. GALVANIZED CONTINUOUS CLEAT / WATERDAM

FASTEN AT 6" O.C. WITH 1-1/4" GALVANIZED RING SHANK ROOFING NAILS (PROVIDED BY FIBERTITE)

FTR MEMBRANE FLASHING

HOT AIR WELD

FTR OR FTR-FB MEMBRANE

INSULATION ATTACHED PER SPECIFICATION REQUIREMENTS

WOOD BLOCKING ATTACHED @ 250 LBF/FT

FASTEN AT 12" O.C. WITH 1-1/4" GALVANIZED RING SHANK ROOFING NAILS (PROVIDED BY FIBERTITE)

BUTYL SEALING TAPE

FIELD CRIMP

NOTE:
INSTALL PRE-MANUFACTURED EDGE SYSTEM PER SPECIFICATIONS AND FIBERTITE'S INSTALLATION REQUIREMENTS

Fiberlite
Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

FIBERTITE 200 FASCIA SYSTEM (RAISED CLEAT EDGE)

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE8a

ROOF REPLACEMENT-COPPER ADMINISTRATION BUILDING

IFB No. 121014-2

DESCRIPTION	Unit	Custom Roofing Co., Inc. Annual Cost per Location	Star Roofing Annual Cost per Location	Tecta America Annual Cost per Location
Base Bid	LS	$ 129,385.45	$ 135,135.00	$ 176,875.00
Unit Pricing-1/2" Decking, min 4'x4' sheet	Sq. Ft.	$ 2.00	$ 5.25	$ 2.03
Unit Pricing-Roof Venting < 3" diameter or square	Penetration	$ 45.00	$ 125.00	$ 125.00
Unit Pricing-Roof Venting > 3" < 6" diameter or square	Penetration	$ 45.00	$ 125.00	$ 135.00
Unit Pricing-Roof Venting > 3" < 12" diameter or square	Penetration	$ 60.00	$ 175.00	$ 150.00
Additional Site Trip Charge	Per Trip	$ 250.00	$ 305.00	$ 390.00

GILA COUNTY

GENERAL PROVISIONS

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CONTRACT PERFORMANCE WARRANTY (CPW-1)
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SECTION 01
NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

   All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

   No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

   The following forms **MUST** accompany the bidder's proposal:

   - Bid Proposal (BP1-3)
   - Surety Bid Bond (BB1)
   - Qualification & Certification Form(QC1-2)
   - Subcontractor List (SL1-2)
   - Contractor Reference List (RL-1)
   - Affidavit of Non-Collusion (ANC-1)
   - Subcontractor Certification (SC-1)
   - Contract Performance Warranty (CPW-1)
   - Sample of MRSM Commercial Warranty
   - Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

   Failure to include all required documents may invalidate the bid.
   Prices shall include all applicable taxes.

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check, or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"Bid No. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 3:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 3:00 P.M. M.S.T., Wednesday, March 18, 2015. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 3:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

Plans and specifications may be obtained by remitting a deposit of $20 per set, plus $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order. Payment shall be made by check or money order only. No cash will be accepted.

Gila County
Purchasing Department
Guerrero Building
1400 East Ash
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - Contractor is highly encouraged to review and inspect site and contact Facilities Manager with any issues. There will be a mandatory Pre-Bid walk through held on **Tuesday, March 10, 2015** at **10:00 A.M.**.

7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. The bid opening is the only time, until bid award, this information will be revealed.

SECTION 10
DEFINITION OF TERMS

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

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facilities Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

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

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

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

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

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

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

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

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to "Contractor's Engineer" shall mean the "Contractor".

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

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

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

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

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

MRSM. Membrane Roofing System Manufacturer.

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

MATERIALS. Any product or substance specified for use in the construction of the contract work.

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

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

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

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner's Engineer where ever referenced in the documents.

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

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

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

PROJECT. The agreed scope of work as identified in the Contract Documents.

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

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

PROVIDE. Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

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

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

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet**.

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

20-05 ALLOWANCES. The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

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

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

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

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

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

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

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

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

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

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

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.

(d) Failure to submit all required official bid forms.

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

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

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

SECTION 30
AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.

After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

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

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

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

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

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

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

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

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

SECTION 40
SCOPE OF WORK

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

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

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

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

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

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

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

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.
Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.

SECTION 50
CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of

inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

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

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

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

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

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

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

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

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

SECTION 60
CONTROL OF MATERIALS

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

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

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

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

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

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

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

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

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

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

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

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

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

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

SECTION 70
LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

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

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

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

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

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

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

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

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

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

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

70-08 PROTECTION AND RESTORATION OF PROPERTY. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

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

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

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

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

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

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

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

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

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

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

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

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

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

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

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

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

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

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

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

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

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

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

SECTION 80
PROSECUTION & PROGRESS

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

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

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

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

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

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

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

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

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

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

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

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

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

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

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

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

as may be rejected as unacceptable and unsuitable; or

(d) Discontinues the prosecution of the work; or

(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or

(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

(g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or

(h) Makes an assignment for the benefit of creditors; or

(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

SECTION 90
MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

A. By unit prices stated in the Contract Documents.

B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
    1) Cost of materials, including cost of delivery.
    2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
    3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
    4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
    5) Cost of Subcontracted work calculated as above.

6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties herby agree that this fee includes all Contractor overhead and profit on subcontractor work.
7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Unforeseen Conditions: Not to exceed $25,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment

Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contactor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contactor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.

- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.

SPECIAL PROVISIONS

PROPOSED WORK

The work consists of roof replacement of the Copper Administration Building Work includes furnish and install a new weather and watertight High Performance KEE Thermoplastic Roofing System over the existing system, including roof related insulation and/or cover boards, flashings, accessories and related metalwork, in strict accordance with the contract, drawings and High Performance Membrane Roof System Manufacturer's most current specifications and details. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

GENERAL REQUIREMENTS

The project has been designed utilizing the International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

AS-BUILTS

Not applicable to this project.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:
A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:
Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:
The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

TECHNICAL SPECIFICATIONS

SEE TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS

CONTRACT FORMS

Bid Submittal Checklist (CK1)

Bid Proposal (BP1-3)

Surety Bid Bond (BB1)

Qualification & Certification Form (QC1-2)

Subcontractors List (SL1-2)

Contractor Reference List (RL-1)

Affidavit of Non-Collusion (ANC1)

Subcontractor Certification (SC1)

Construction Contract (C1-5)

Contract Performance Bond (CPB-1)

Labor & Material Bond (LMB-1)

Contract Performance Warranty (CPW-1)

Pay Application (Sample AIA Doc G702)

BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications.
All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

BID NO. 121014-2
COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form(QC1-2)
- Subcontractor List (SL1-2)
- Contractor Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Contract Performance Warranty (CPW-1)
- Sample of MRSM Commercial Warranty
- Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

Failure to include all required documents may invalidate the bid.

Custom Roofing Co Inc

BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 3/10/2015 Addendum No. 3 Dated 3/27/2015

Addendum No. 2 Dated 3/12/2015 Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

One hundred twenty nine thousand three hundred eighty five dollars and forty five cents _____ Dollars ($ 129,385.45).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____ Dollars ($ 2.00) Per Sq. Ft.
Roof Venting: <3" diameter or square: _____ Dollars ($ 45.00) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($ 45.00) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($ 60.00) Per Penetration
Additional Site Trip Charge: _____ Dollars ($ 250.00) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

The following Proposal is made for :

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Custom Roofing Co Inc

Phoenix, AZ 85034

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within Forty-five (45) Calendar Days of the Notice to Proceed and Final Completion after subsequent roof penetrations as required by other contractors**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

If by a Corporation:

(SEAL)

Corporate Name: Custom Roofing Co Inc

Corporate Address: 320 South 40th place Phoenix, Az 85034

Incorporated under the laws of the State of: Arizona

By (Signature): [signature] Date: 3/31/15

President: William Hill

Secretary: William Hill

Treasurer: William Hill

If by a Firm or Partnership:

Firm or Partnership Name: N/A

Firm or Partnership Address: N/A

By (Signature): N/A Date: _____

Name and Address of Each Member: _____

_____

_____

If by an Individual:

Signature: N/A Date: _____

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Custom Roofing Co., Inc., as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual) a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
GILA COUNTY, ARIZONA, BID CALL NO. 121014-2

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Custom Roofing Co., Inc.
Principal

By President
Title

Merchants Bonding Company (Mutual)
Surety

By Attorney-in-Fact Dawn Fykes

The Mahoney Group, 20410 N. 19th Ave., Phoenix, AZ
Address, Attorney-in-Fact

Subscribed and sworn to before me

This 1st **day of** April **,2015**
My commission expires: September 29, 2018
Notary Public Jeri Lynn Thompson

JERI LYNN THOMPSON
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
September 29, 2018

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Carolyn Sinti; David J Hickman; Dawn Fykes; Drew A Newton; Jeri Lynn Thompson; John Robert McEvoy; Leon B Byrd Jr; Maria R Lucero; Michael J Mesenbrink; Miriam Christensen

of Phoenix and State of Arizona their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION ($8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August , 2014 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August , 2014 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of March , 2015 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

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

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

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

BID NO. 121014-2

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

   Custom Roofing Co Inc
   602-275-8506
   customroofingco @ outlook.com

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
   _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

   a. A brief history of the Contractors Firm.

   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

   d. List the specific qualifications the Contractor has in supplying the specified services.

   e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .81

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

1. **Current Arizona Contractor License Number:** 86-0172528

Signature of Authorized Representative

William Hill

Printed Name

President

Title

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
DAS Products	80-0669520	Don Rupert 602-708-2733

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
DAS Products	80-0609520	Don Rupert 602-708-2133

I submit that the preceding is correct and current as of 4/1/15.
[BID OPENING DATE]

[authorized representative]	[date]	[company]
William Hill	4/1/15	Custom Roofing Co Inc

CONTRACTOR REFERENCE LIST (RL-1)

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
BID NO. 121014-2

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

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

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Marriott Buttes Resort	480-322-1252	John Majors
NAU Science and Health Building	928-853-6899	Lloyd Drinkard
NAU Clifford White Building	928-853-6899	Lloyd Drinkard
Marriott Buttes Resort	480-322-1252	John Majors

Signature of Authorized Representative

William Hill

Printed Name

President

Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Gila)

William Hill
(Name of Individual)
being first duly sworn, deposes and says:

That he is President
(Title)
of Custom Roofing Co Inc and
(Name of Business)

That he is bidding on **Gila County BID NO. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT PROJECT, GLOBE** and,

That neither he nor anyone associated with the said Custom Roofing Co Inc
(Name of Business)

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

Custom Roofing Co Inc
Name of Business

By

President
Title

Subscribed and sworn to before me this 1 **day of** April, **20** 15.

My Commission expires: Jan 26 2019

Notary Public Tina D. Smith

TINA D. SMITH
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 26, 2019

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 121014-2: COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

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

Custom Roofing Co Inc
Name of Firm

By: (Signature)

President
Title

4/1/15
Date

CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and CUSTOM ROOFING CO., INC. of the City of PHOENIX, State of ARIZONA, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

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

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

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

4. **Professional Liability (Errors and Omissions Liability)**
   Each Claim $1,000,000
   Annual Aggregate $2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed,** and shall be Substantially Complete within **Forty-five (45) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion after subsequent roof penetrations as required by other contractors.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day.**

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

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than $ 129,385.45 including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

CONTRACTOR:

Custom Roofing Co Inc
Contracting Company Name

William Hill
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address Phone Number
Phone Number

_____
By:

_____
By:

_____
AgencyAddress

_____

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Phone Number

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address **Phone Number**

_____

_____
By:

_____
By:

_____
AgencyAddress

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, William Hill, representing
Custom Roofing Co Inc (company name)

do hereby warranty the work performed for the:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

for a period of **two years** from the date of Final Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

4/1/15

(Officer, Partner, Owner) **Date**

SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

Fiberlite INTELLIGENT ROOFING SOLUTIONS

WARRANTY SERIAL No.: SAMPLE WARRANTED ROOF AREA _____ sq. ft. EFFECTIVE DATE: _____

Building Owner: _____ Substantial Completion Date: _____

Owner Address: _____ Inspection Date : _____

Building Name: _____ Inspected By: _____

Building Address: _____ EXPIRATION DATE: _____

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

1. The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
2. In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
3. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
4. Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
5. If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
6. If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
7. In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
8. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
9. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than ¾-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
10. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
11. Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
12. This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF,THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

SEAMAN CORPORATION

SAMPLE DOCUMENT

_____ By: _____

Building Owner's Signature Title: Date

Warranty Addendum: Full System

1000 Venture Blvd., Wooster, OH 44691

Seaman Corporation

Innovative Customer Solutions through Fiber and Polymer Technology

1000 VENTURE BLVD. ▪ WOOSTER, OHIO 44691 ▪ TELEPHONE (330) 262-1111 ▪ FAX (330) 263-6950
www.seamancorp.com

Mr. Bill Hill
Custom Roofing Company, Inc.
320 South 40th Place
Phoenix, AZ 85034

Dear Bill:

Seaman Corporation is proud to honor you and the Custom Roofing Company as a 2015 Platinum level installer of FiberTite® Roofing Systems.

The Platinum level is the highest level of recognition designated by Seaman Corporation for Roofing Contractors. You have achieved this distinguished level by exceeding our company's standards in sales volume, continuous service, quality of installation and professionalism in total project management.

Seaman Corporation is fortunate to have you as one of our best FiberTite installers. We sincerely appreciate your dedication, loyalty and hard work which aides in making FiberTite the premier membrane in the business.

We look forward to many more years of working with you.

Best Regards,

Richard N. Seaman
CEO

®Registered Trademark of Seaman Corporation

"We are an Equal Opportunity Employer, M/F/H/V."

ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane ("FiberTite Roof") consists of a puncture and abrasion resistant fabric with our proprietary ethylene inter-polymer (EIP/KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the "Warranty"). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140^{0}F.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100^{0}F.
Solvent Degreasers	Toluene	Zylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you establish a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com
FiberTite® is a registered trademark of Seaman Corporation

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 2 PAGES

TO OWNER: PROJECT: APPLICATION NO: Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	$
b. _____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

G703-1992

TECHNICAL SPECIFICATIONS

ALLOWANCES

Unforeseen Conditions (Change Orders): Not to exceed $25,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

BID SUBMITTAL REQUIREMENTS

- ☐ Sample of MRSM Commercial Warranty
- ☐ Letter from MRSM attesting that the Contractor is an authorized roofing contractor of the prescribed roofing material in good standing.

DEFINITIONS

MRSM: Membrane Roof System Manufacturer
Owner / Owner's Representative: Gila County Facility Services Project Manager

REFERENCES

ASTM D6754 Standard Specification for Ketone Ethylene Ester Based Sheet Roofing
ASTM D 751 Test methods for Coated Fabrics
Seaman Corporation / FiberTite General Guide Specification FTR GS04/08
UL 790 Underwriters Laboratories (UL) – Fire hazard Classifications
FM 4470 GM Global (FM) – Roof Assembly Classifications
National Roofing Contractors Association (NRCA) – Roofing and Waterproofing manual

DEMOLITION

As required at existing roof surfaces to provide a weather and watertight warranted roofing system.

Contractor to restore or repair any damaged floors, walls, ceilings, sidewalks, curbs, utilities, etc. damaged by the contractor, or his subcontractors, during construction. The Owner shall review repair work, with the Contractor, and approve, prior to final acceptance and payment.

ROOFING

Requirements:

Furnish and install a new weather and watertight High Performance KEE Thermoplastic Roofing system using an Adhered FiberTite-XT FB 050 membrane, approximately 22,000 sq.ft.

This specification is constructed around FiberTite Roofing Systems and Seaman Corporation's General Guide Specification as the standard of performance and quality, and shall be considered part of these specifications.

Performance Requirements:

General: Completed high performance membrane roof system and base flashing shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation or other defects in construction.

Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by the MRSM based upon insitu field evidence of the roofing membrane / systems service life cycle greater than 20 years.

Roofing System: Provide high performance membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated according to ASCE-7.

Energy: Provide high performance membrane roofing system, Energy Star qualified, and has an initial Solar Reflective Index equal to or greater than 78.

If a condition is discovered that is not covered by the project or manufacturer's specifications, notify the Owner immediately. Take appropriate steps to prevent water intrusion into the roof system until such conflict is resolved and roofing operations are continued.

Project Scope:

Roofing Contractor shall furnish all labor, materials, tools, equipment, supervision and permits necessary to install a new High Performance Adhered FiberTite-XT FB 050 over existing roofing system: including any related insulation, cover-boards, flashings, accessories and related metalwork in strict accordance with the contract and High Performance Membrane Roof System Manufacturer's most current specifications and details.

The contractor shall examine all areas and conditions for the work, prior to bidding and confirm all given information. The Contractor shall notify the Owner in writing, prior to bid, of any conflicts that will affect the quality or cost of the proposal.

Any contractor wishing to submit a proposal using an alternative "High Performance" roofing system other than that specified, must submit a Substitution Request for preapproval 2 weeks prior to bid date.

All components, including roof insulation and/or cover-board, fasteners, adhesives and other accessories shall be manufactured or supplied by the approved MRSM.

Contractor shall maintain an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods necessary for the proper performance of the work. No allowance will be made for lack of skill on the part of the workers.

The Contractor is responsible for providing a suitable substrate surface for the proper installation of the Membrane Roofing System, and MRSM specified components for a complete weather and watertight roofing system.

Installer must examine the substrate and conditions under which the roofing is to be installed, and notify the Owner, in writing, of conditions detrimental to the proper and timely completion of the work, not visible during the mandatory pre-bid walk-through. **Commencement of roofing operation** indicates the contractor's acceptance of the roofing substrate for roof application.

Quality Control / Inspections:

Contractor shall initiate and maintain a QC program to supervise and inspect the quality of the application on a daily basis. Supervisor to probe all heat welds incorporated within the membrane Roofing System. If inconsistencies in the quality of the application of the composite, membrane and/or welds are found, all work shall cease until corrective actions are taken to ensure the continuity of the installation.

Excessive patching of field seams because of inexperience or poor workmanship will not be accepted at time of final inspection for warranty acceptance. T-JOINT Patches as required by the membrane manufacture are permitted.

QC program shall ensure that all aspects of the installation (sheet layout, attachment, welding, flashing, details are in strict accordance with the most current MRSM Specifications and Details.

Coordination:
A pre bid meeting will be held to walk the project and familiarize all bidders with the project.
See Meetings, Special Provisions, in General Provisions of the Invitation to Bid, for Preconstruction and Construction meeting requirements.

Protection:

It shall be the contractor's responsibility to protect all surfaces that may be subject to any damages during installation of roofing system. Any items damaged shall be replaced in original condition. The Contractor will be responsible for all damages.

Provide proper protection on all newly completed roofing to avoid damage to the new roofing system. Traffic should be minimized on a freshly laid roof.

Daily production shall be limited to only that which can be made 100% watertight at the end of the day, including all flashing and night seals.

Qualifications:

Manufacturer: The High Performance Membrane Manufacturer shall be an American owned company with no less than 25-years experience as a commercial roofing manufacturer.

Installer: All contractors that bid this work, shall be licensed and have a minimum of not less than 5 years installation experience, similar to the size and scope contained in the project. Contractor shall be an "Authorized Roofing Contractor" of the MRSM in good standing and be fully knowledgeable of all the requirements within the contract documents as well as all job site conditions that could affect their work.

Warranty:

Upon completion of the roof installation, the contractor shall arrange for a quality assurance / warranty inspection by the Technical Service Department of the approved MRSM. Notice of inspection date and time shall be given to the Owner at least 72 hours prior to the inspection taking place.

Provide a minimum 20 year full warranty covering leaks caused by material defects and/or installation workmanship for a period of 2 years. In addition, the warranty shall cover the repair and/or replacement of any materials and/or equipment damaged from such leaks. An additional warranty document shall be issued for hail damage from hail up to 1.5 inches diameter.

Product Data:

FiberTite Membrane: FiberTite-XT50 FB
Nominal 50-mil ketone ethylene ester (KEE) membrane, reinforced with a 6.5 oz yd2 knitted polyester fabric with a 4-oz yd2 non-woven polyester fabric heat bonded to the backside, as manufactured by Seaman Corporation, under the trade name FiberTite-XT50 FB, conforming to the physical properties as outlined.

Color: DC196 Off-White

Physical Properties:

Thickness: 1.27mm (.050") nom.
Thickness over Fiber: .38mm (.015") Optical Method
Breaking Strength N: 1779 N (400lbf)
(ASTM D 751 proc. B-strip)
Elongated at Break: 18%
(ASTM D 751 –strip)
Tear Strength: 556 N (125lbf)
(ASTM D 751 proc. B. tongue tear
Linear Dimensional change: .78% max
(ASTM D 1204)
Fabric Adhesion: No Peel
(ASTM D 751)
Low Temperature Bend -40 degrees F
(ASTM D 2136)
Retention of Properties after Heat Aging:
(ASTM D 3045 – 176 degrees F/156 days)
Breaking Strength Strip: 90% original

Elongation at Break Strip: 90% Original

Low Temperature Bend after Heat Aging: -40 degrees F
Change in Weight after Exposure in Water: 0.0, +3.7
ASTM D471 158 degrees F, 166h, one side only, max %

Factory Seam Strength : >Fabric Strength
(ASTM D 751 Grab method)
Hydrostatic Resistance: 851 psi
(ASTM D 751)
Static Puncture Resistance: PASS
(ASTM D 5602, 99lbf)
Dynamic Puncture Resistance: 30J
(ASTM D 5635)

Accelerated Weathering: 10,000 hr.
(Practice G 155 / xenon , and Practice G 154 / UVA
Cracking or Crazing at 7x magnification: NONE

Fungi Resistance: Discoloration: NONE
Sustained Growth: NONE
(Practice G21, 28 days)

Abrasion Test Cycles: > 2,000
(ASTM D 3389 H-18 wheel / 1,000 g load)

Solar Reflective Index: 98.54 SRI
(Color: DC 196 off white)

Provide materials bearing Underwriters Laboratories marking / label on the packaging or containers indicating materials have been produced under UL classification and follow-up services.

Provide membrane roofing system and materials that have been evaluated by FM Global (FM) for spread of flame, seam leakage, hail resistance and wind uplift. Identify materials with FM Approved marking / label.
Fire/Windstorm classification: FM1-90
Hail resistance: Up to 1.5" in diameter

Flashing Membrane:

DC196 Off-White Nominal 50-mil FiberTite-XT membrane shall be used for all flashing requirements to match the field membrane and warranty expectations selected for the roofing system.
Membrane flashings shall be installed per manufactures recommended details and procedures. See attached details in this document.

Wood Nailers:

Wood nailers shall be installed at perimeter edges for attachment of metal edge. Nailer height shall be equal to coverboard in elevation to create a smooth transition. Wood nailer shall consist of redwood or treated lumber and installed per MRSM.

Metal Flashing:

All perimeter edge details are to be fabricated from Polymeric-Clad metal or utilize a prefabricated Fascia System. Install in accordance with MRSM specifications and details. See attached detail in this document.

Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8" O.C.

Cover Board:

Water resistant gypsum core substrate conforming to the following:
FM approved meeting Class A 1-90, for fire and wind.
UL classification: Class A Assembly
Meets requirements of ASTM C473
½" DensPrime

Vapor Retarder: Not Applicable to this assembly

Roof Accessories:

Furnish accessories manufacturer, marketed or approved by the MRSM, required to complete the roof installation per the manufacturer's specification.

Adhesives and Sealants: Application technique and coverage rates will vary according to substrate and environmental conditions.

Adhesives and Sealants shall be the MRSM approved product for the condition, exposure and application used.

Product Delivery, Storage, and Handling:

Deliver all materials to the job site in manufacturer's original, unopened containers, with legible labels and in sufficient quantity to all for continuity of work.

Select and operate material handling equipment in a safe manner, guarding against damage to existing construction or newly applied roofing and conforming to manufacturer's recommendations of handling and storage.

All rolls of membrane shall be stored, lying down, elevated above the roof deck and completely protected from moisture with tarpaulins.

Insulation and cover board materials shall be elevated on pallets and fully protected from moisture with tarpaulins.

Manufacturer's packaging is not considered adequate for outdoor storage.

Adhesives and sealants shall be safely stored between 50 degrees F and 80 degrees F, prior to use.

Flammable materials shall be stored in a cool, dry area away from sparks and open flames.

Follow all precautions as outlined in manufacturer's Material Safety Data sheets.

Materials, having been determined by the Owner to be damaged, shall be immediately removed from the construction site and replaced at no cost to the Owner.

On site staging and storage of materials to be determined at pre bid meeting with owner's representative.

Security of materials and equipment on site is the responsibility of the installing contractor.

Safety

Take all necessary precautions regarding worker health and safety when using solvents adhesives and proximity to fresh air intakes.

Store flammable liquids and materials away from open sparks, flames and extreme heat.

Daily site cleanup shall be performed to minimize debris and hazardous congestion. All construction debris shall be removed from the construction site and legally disposed of in the dumpster provided by Gila County, on site.

It is the contractor's responsibility to comply with all OSHA, state, federal and local codes, guidelines and safety requirements for construction.

Fire suppression equipment shall be readily available on the roof top whenever combustible roofing material is being handled. Protect against fire and flame spread at all times.

MSDS Material Safety Data sheets shall be maintained on the jobsite for any and all roofing materials being stored or installed on the project.

Substrate Preparation

Surfaces to receive new membrane roofing shall be free of any standing water, dew, ice, loose debris or any other contaminate that could impair the quality of the installation.

Substrate shall be smooth, clean and free of sharp edges and or projections and obvious depressions that would interfere with the installation of a high quality high performance membrane roofing system. Remove all loose aggregate and debris by power broom and/or vacuum and legally dispose of.

Examine all the areas and conditions where new roofing is to be installed. Correct any and all conditions detrimental to the proper and timely execution of the work. Do not proceed until such conditions have been corrected to the satisfaction of the owner and manufacturer.

Remove and replace all wet or deteriorated insulation and/or wood blocking.

Clean all exposed metal surfaces such as pipes, pipe sleeves, drains, duct work, etc., by removing loose paint, rust and any asphalt or coal tar pitch of any kind. Remove and discard lead sleeves at soil stacks.

Cut existing EPDM membrane into grid approximately 4'x4'.

Remove and dispose of all existing pipe, curb and wall flashings.

All deck replacement is to be inspected by owners representative and MRSM representative prior to removal and replacement. Quantities and areas are to be verified and agreed upon by all parties prior to replacement. Daily documentation of deck replacement shall be kept by installer. Documentation shall include square footage of replacement, area on site map replaced and a minimum of 6 photographs of each area replaced, before and after photos. Attachment and deflection deficiencies shall be repaired and brought into compliance with current, local building code requirements.

Installation:

MEMBRANE SECUREMENT USING CR-20

A. Un-roll approximately 30 feet of the KEE-FB membrane and position the roll over the properly installed/prepared substrate. Pull the tail back over the roll to expose a workable area (approx. 30') of substrate. (Do not utilize the "butterfly method").

B. Spray apply a spatter pattern onto roof insulation or coverboard by a spray pattern similar to watering a flower bed. Spatter pattern should yield a heavily textured surface coating of approximately ¼" to ½" nominal thickness.

C. The amount substrate that can be coated with a workable amount of adhesive will be determined by application method, ambient temperature, humidity and available manpower.

D. To ensure proper application and curing of the adhesive, the outside air temperature shall be 50°F and rising with no chance of dropping below freezing during the subsequent 48 hour time period.

E. CR-20 bonding range is approximately 1-10 minutes from start of spraying and will vary depending on ambient and substrate temperatures.

F. The amount of substrate that can be sprayed ahead of the membrane should be monitored to prevent installing membrane in dry adhesive. Care must be taken in high temperatures to insure that the CR-20 has not dried or skinned over prior to embedding the fleeceback membrane.

G. Broom the adhered portion of the membrane to ensure full contact and complete the bonding process by firmly pressing the bonded membrane into place with a weighted, foam-covered, lawn roller.

J. Repeat the process for the remaining un-bonded portion of the membrane, lapping subsequent, adjacent rolls of membrane a minimum of 3 inches, ensuring proper shingling of the membrane to shed water along the laps.

K. No adhesive shall be applied to the lap "seam" areas of the membrane. Areas contaminated with adhesive are difficult to clean, will impair proper welding of the seams and require a membrane patch.

L. Do not use bad or marginal adhesives.

HOT AIR WELDING

A. General

1. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
2. All field seams must be clean and dry prior to initiating any field welding.
3. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld.

B. Hand Welding

1. The lap or seam area of the membrane should be intermittently tack welded to hold the membrane in place.
2. Properly hand welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a nominal 1-1/2 inches in width.

C. Automatic Machine Welding

1. Follow all manufacturers' instructions for the safe operation of the automatic welder.
2. Follow local code requirements for electric supply, grounding and surge protection.
3. Properly Automatic Machine welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a nominal 1-1/2 inches in width.

Ensure mechanical fasteners do not penetrate items located within or secured to the bottom of the deck: i.e. electrical conduit, post tension cable or other miscellaneous items.

Outside ambient air temperatures must be 40 degree F and rising during the use of any and all adhesives.

Coverboard:

Coverboard shall be installed where by the long dimension of the board(s) run in parallel alignment and the short dimensions (end joints) are staggered a minimum of 18 inches.

Coverboard shall be installed with minimum joint dimensions and shall be tightly butted where possible. Maximum joint widths shall be no greater than 1/8". Damaged corners shall be cut out and replaced with an insulation piece a minimum of 12" x 12" pieces which are cut from larger panels. Panels smaller than one square foot are not acceptable.

Install no more than can be covered during the same working day. At the end of each working day, provide a 100% watertight cover to avoid moisture penetration where the completed new roofing adjoins the uncovered deck. If water is allowed to enter beneath the newly completed roofing, the affected area(s) shall be removed and replaced at no additional expense to the Owner.

Perimeter areas require a 50% increase in the fastener density. Corner areas require a 100% increase in the fastener density. Fastener installation shall be per the MRSM, and installed using depth sensing tool attachments to ensure proper installation.

Lightning Protection: To be installed by a qualified lightning protection installer, working in conjunction with the roofing installer as to not damage, void or compromise the roofing system in any way. All flashing details of lightning protection to be in accordance with MRSM recommended details. See attached detail section of this document.

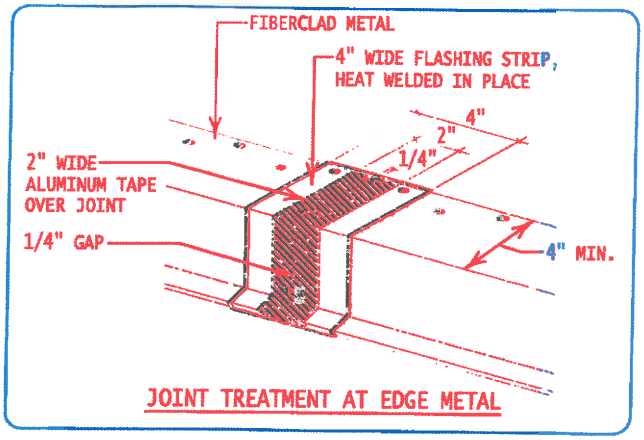
Warranty Inspection

Upon completion of the project, the authorized Contractor shall complete and submit the MRSM Project Completion Notice.

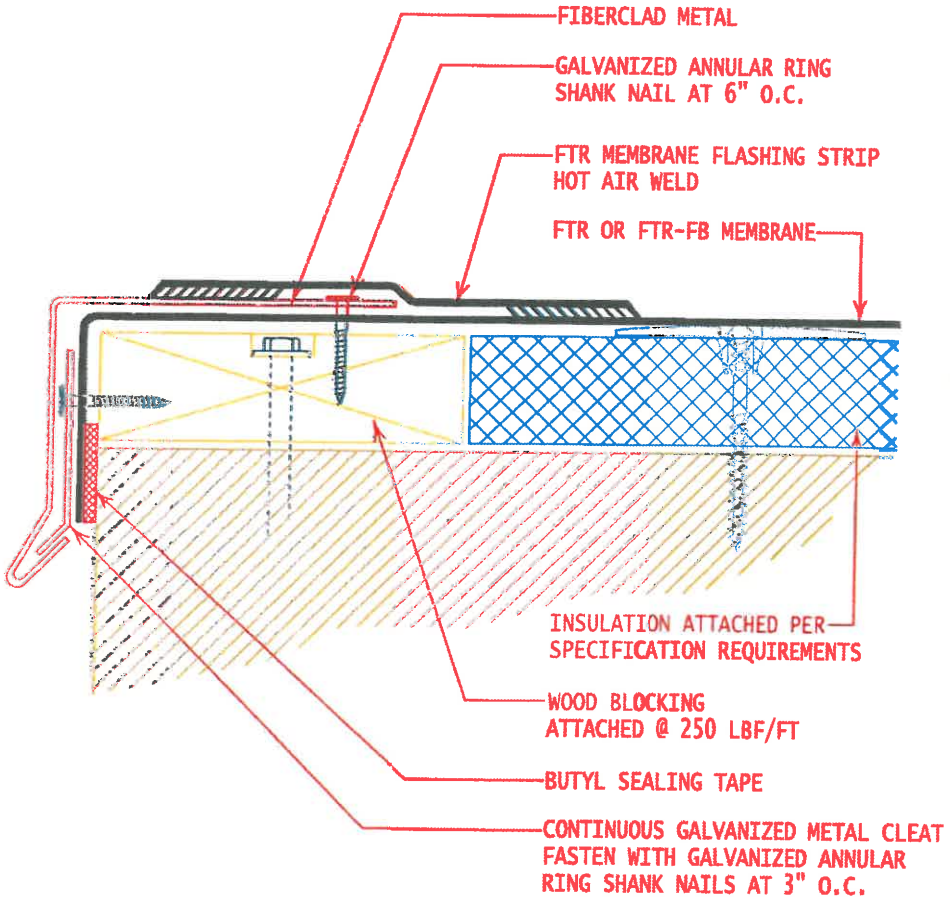
Upon receipt of the notice of completion, a Technical Representative of the MRSM shall schedule an inspection with the Contractor and Owner to thoroughly review the installation and verify compliance with MRSM specifications. Technical Representative to notify roofing contractor and owner's representative 2 weeks prior to final inspection.

Any corrections or modifications necessary for compliance with the specifications and acceptance for warranty (punch list) will be noted on the Final Inspection for Warranty Form.

Upon completion of all punch list items and final acceptance of the installation, a warranty as authorized by the MRSM will be issued.



JOINT TREATMENT AT EDGE METAL



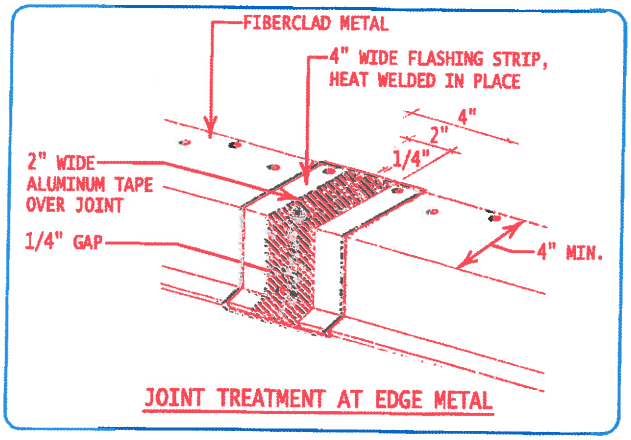
Fiberlite — A Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE: "FTR GS06"

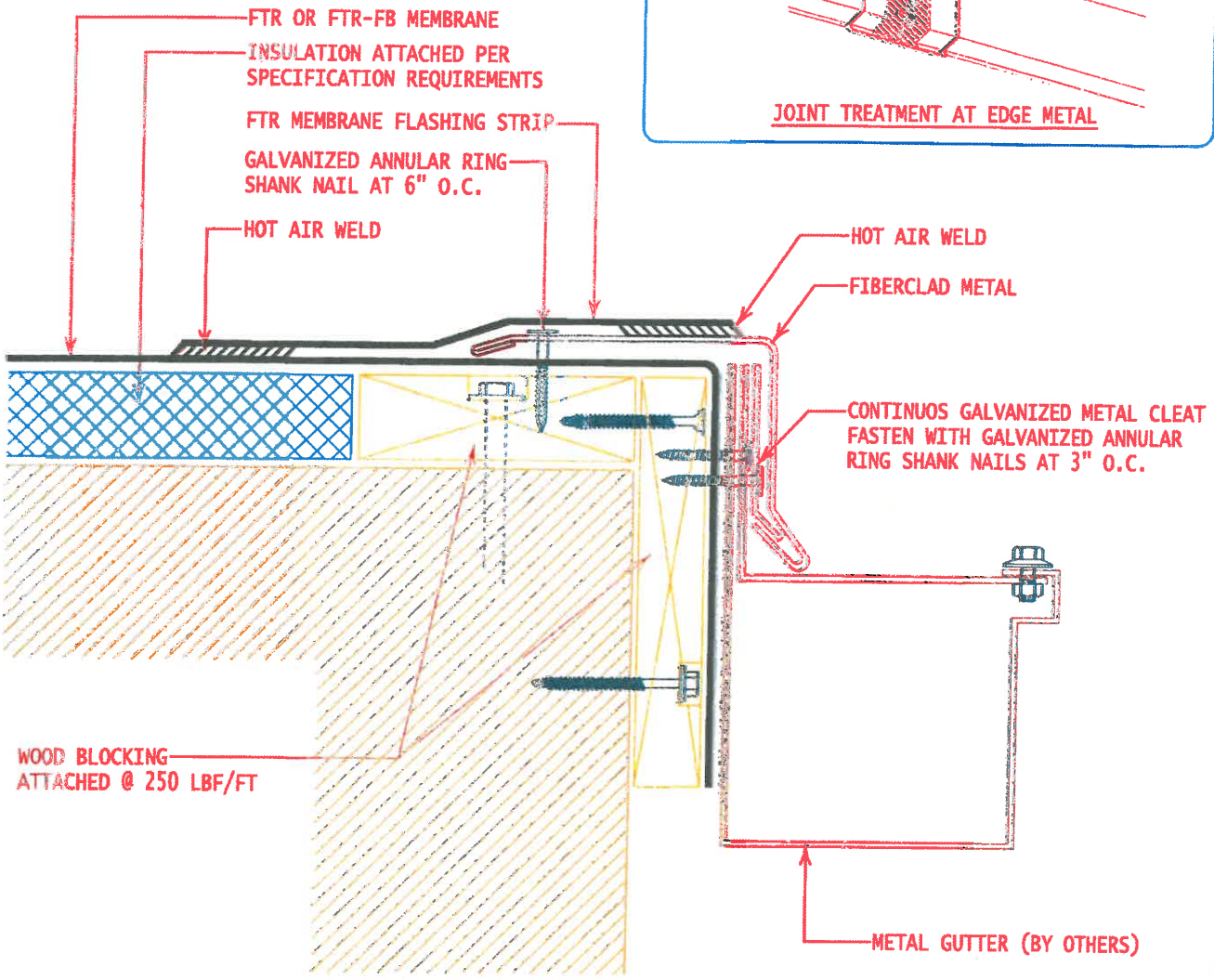
APPLICABLE SYSTEMS: "FTR MA06" "FTR AD06"

TYPICAL EDGE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE1



JOINT TREATMENT AT EDGE METAL



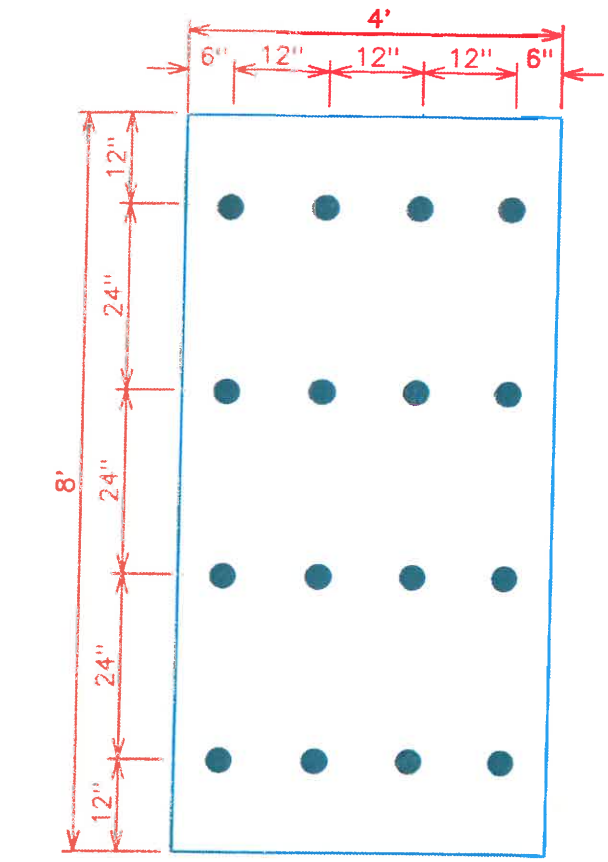
Fiberlite // Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

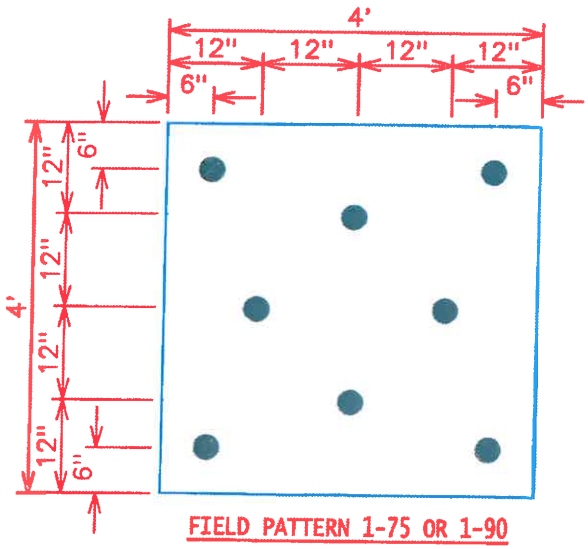
GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"

GUTTER FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE3

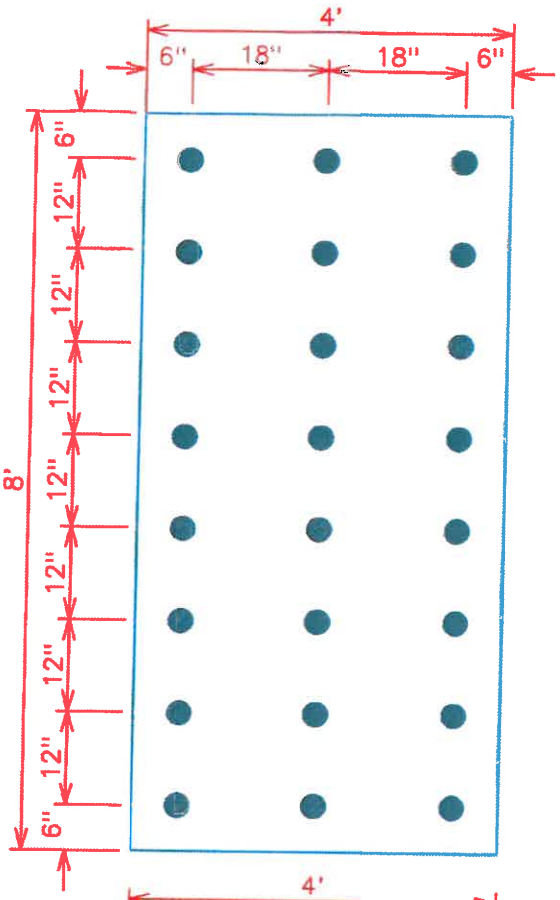


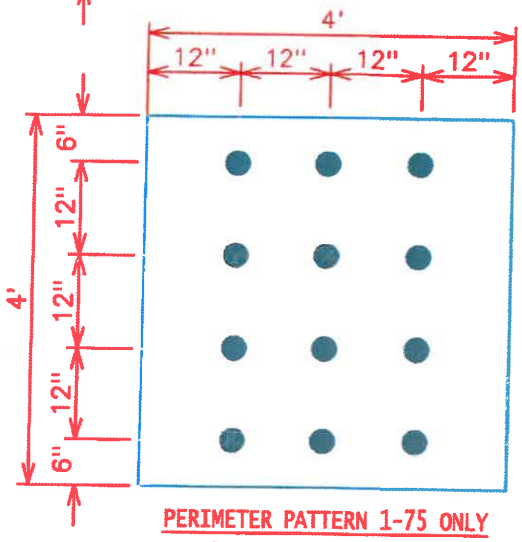


FIELD PATTERN 1-75 OR 1-90

4' X 8' = 16 PER BOARD

4' X 4' = 8 PER BOARD





PERIMETER PATTERN 1-75 ONLY

4' X 8' = 24 PER BOARD

4' X 4' = 12 PER BOARD

Fiberlite // Seemen Corporation

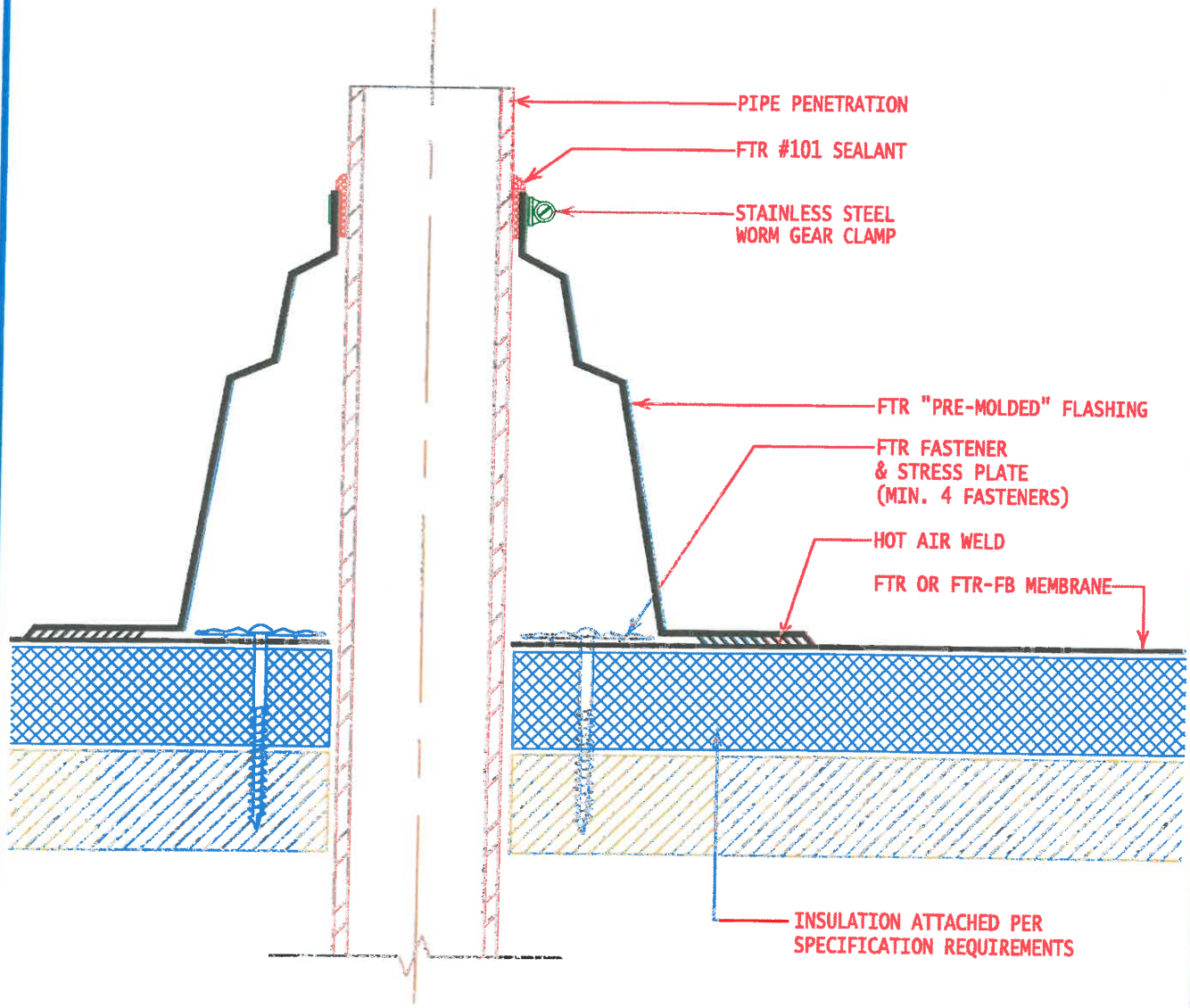
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE: "FTR GS06"

APPLICABLE SYSTEMS: "FTR AD06"

FULLY ADHERED SYSTEM
MECHANICALLY ATTACHED INSULATION.
INSULATION LESS THAN 1.5" THICKNESS

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DI3



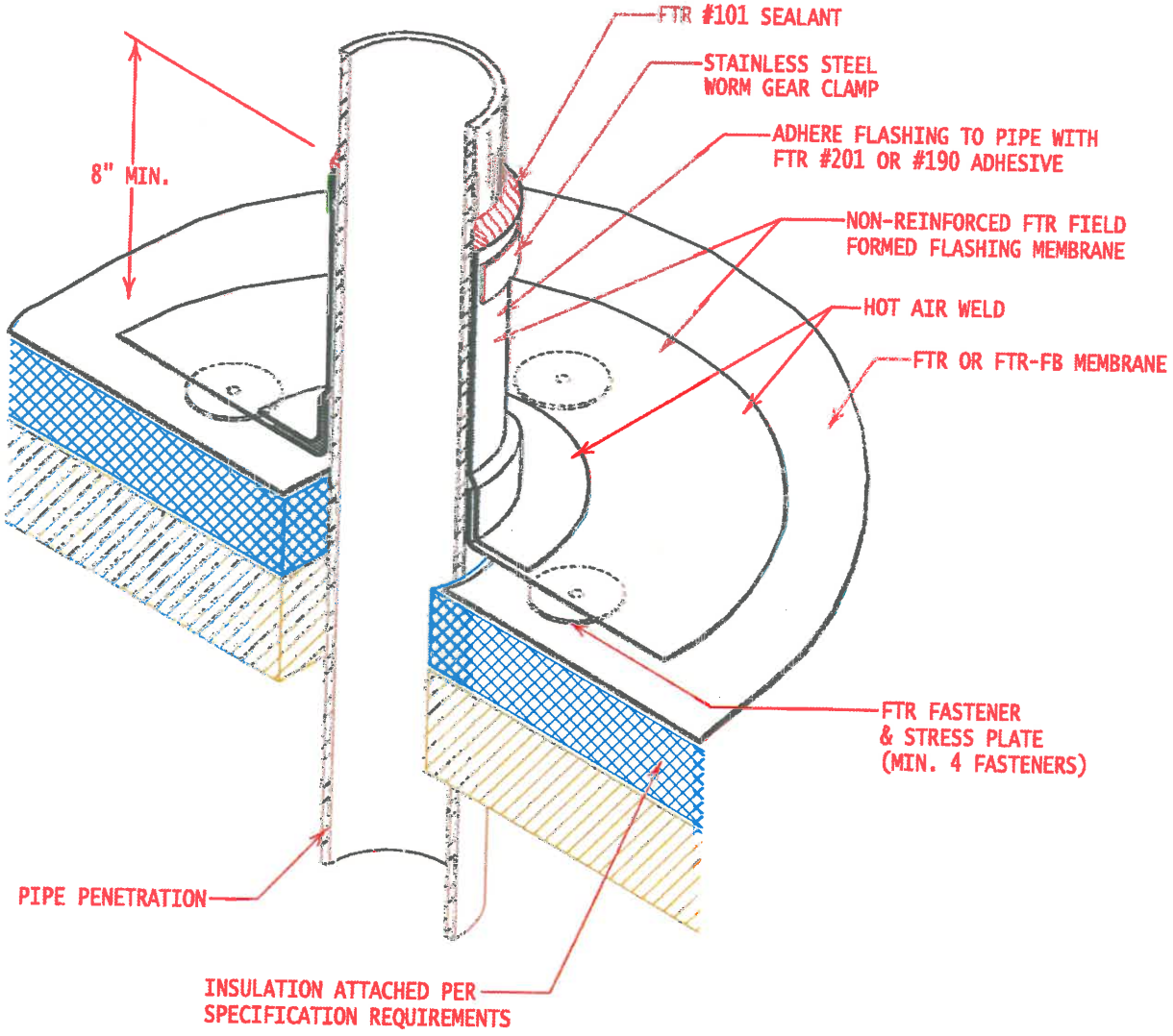
Fiberlite
Seaman Corporation
INTELLIGENT
ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

PRE-MOLDED PIPE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP3



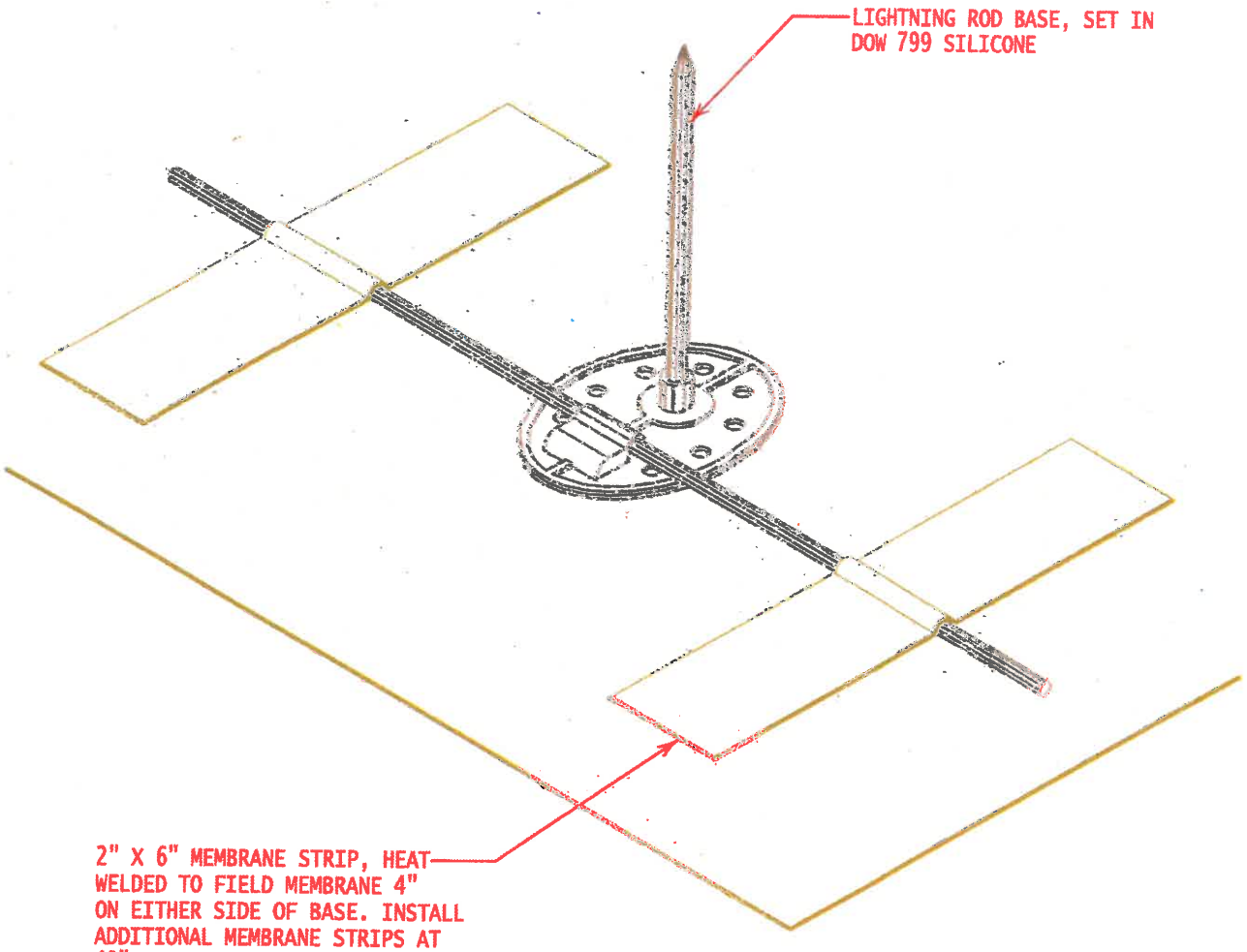
Fiberlite
A Siemens Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

FIELD FABRICATED PIPE FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP41



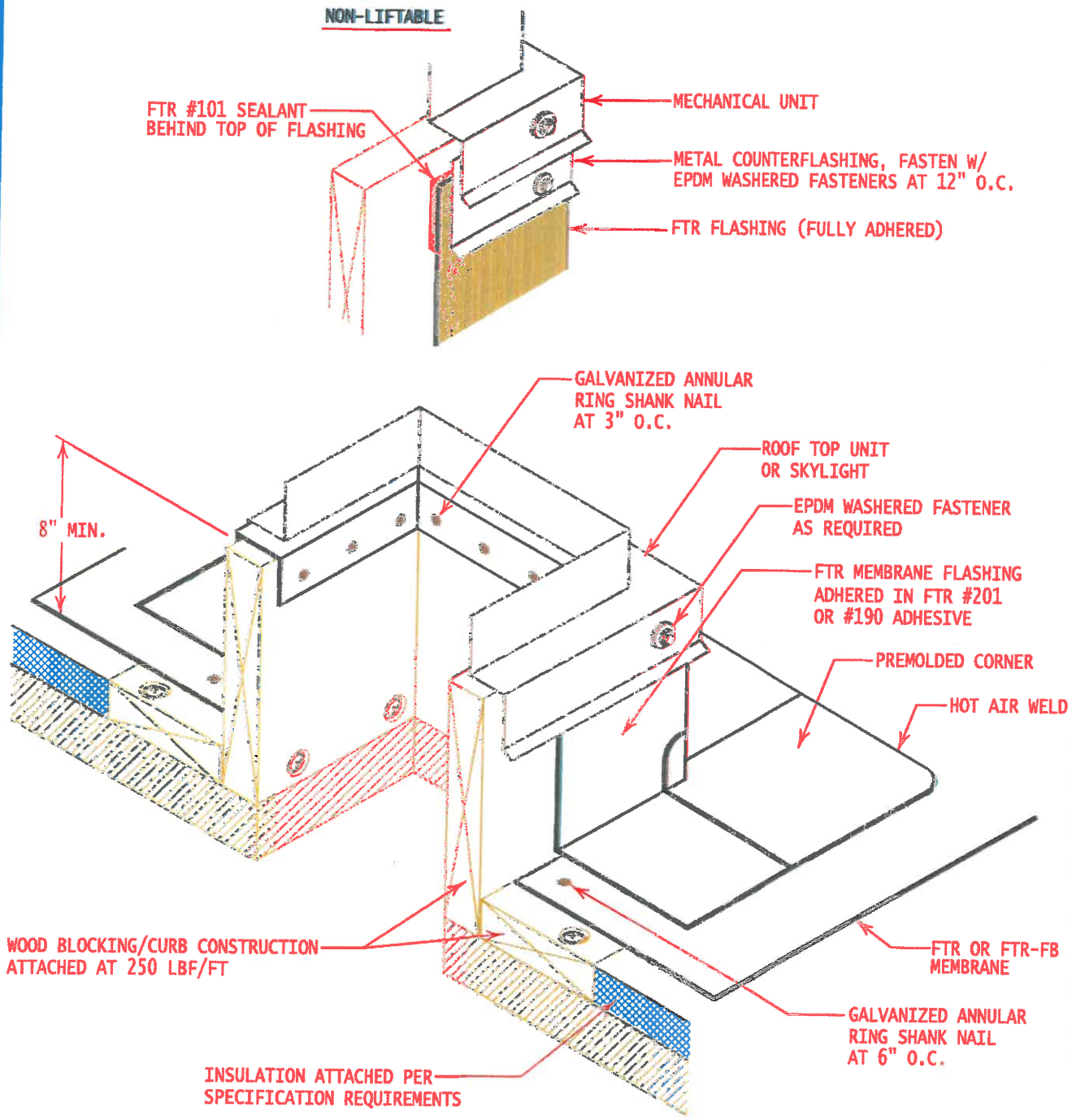
FiberTite // Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

LIGHTNING PROTECTION

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DM3



Fiberlite
// Seaman Corporation
INTELLIGENT
ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

TYPICAL WOOD CURB OR SKYLIGHT FLASHING

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DP11

GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #1:
DATE: 3/10/2015

CLARIFICATIONS:

1. Attached Sign-In Sheet from Pre-Bid Walk-thru / Meeting is attached.
2. Revised Bid Schedule is attached.
3. Requests for information prior to bidding (Section 20-06, page GP-14, General Provisions): Deadline for requests for information regarding bidding is 3:00 PM, Friday, March 13, 2015.
4. Final Addendum issue date (Section 20-06, page GP-14, General Provisions): Deadline for final Addendum to be issued is 3:00 PM, Monday, March 16, 2015. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.
5. Contractor shall replace gutters on the North and South sides of the building. Details to be supplied in final addendum.
6. Contractor shall fabricate a 2"x 6" water stop on the East and West edges of roof and wrap and flash according to manufacturers' instructions.
7. Contractor shall replace decking with like material, with a minimum 4' x 4' patch of matching deck materials, in locations to be repaired. See revised Bid Proposal, attached. Approval required prior to doing work.
8. Contractor shall install six (6) downspouts on each North and South side of the building, twelve (12) total downspouts. Details to be supplied in final addendum.

This concludes Addendum No. 1 to Invitation for Bids No. 121014-2.
Bid date and time remain the same.

MANDATORY PREBID WALK-THROUGH/MEETING: 03-10-15, 10:00 A.M.
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BID NO. 121014-2

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
Oddonetto	Brian Oddonetto		boddonetto@oddonetto.net	928.200 0023
Tecta America	Vilen Benesh		VLBENESH@TECTAAMERICA.com	602-663-2664
Star Roofing	Joe Hensley		JHensley@StarRoofingAZ.com	602-944 3323
Progressive Roofing	Tom Baldwin		tom.baldwin@progressiveus.com	602-418-4126
Roofing Southwest	Josh Rygg		joshr@roofingsouthwest.com	602-396-8420
Valwest Const	Ron Valdez		RValdez@ValWestConst.com	602 993-8266 602-793-8264
Meade Construction AZ	Danny Fiant		dfiant@meadecon.com	623-505-1056
DAS Products Inc.	Don Rupert		drupert@dasproducts.com	602 708-2733
Custom Roofing	Bill Hill		CustomRoofingCo@aol.com	602-43.6258
Robert Hickman			rhickman@gilacountyaz.gov	928-200 1648
Rodriguez Const.	Art Rodriguez		Art@RodriguezAZ.com	928 425 7244
American Roofing	Mike Spencer		mikespencer@hotmail.com	602-625-8649
GILA COUNTY	JEANNIE SGROI		JSGROI@GILACOUNTYAZ.GOV	928-402-8612

BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

_____ _____ Dollars ($_____).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____ Dollars ($_____) Per Sq. Ft.
Roof Venting: <3" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($_____) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($_____) Per Penetration
Additional Site Trip Charge: _____ Dollars ($_____) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #2:
DATE: 3/12/2015

REVISIONS:

1. The bid due date is hereby extended to April 01, 2015 at 3:00 P.M./M.S.T.
2. Requests for information prior to bidding (Section 20-06, page GP-14, General Provisions) is hereby changed to: Deadline for requests for information regarding bidding is 3:00 PM, Friday, March 24, 2015.
3. Final Addendum issue date (Section 20-06, page GP-14, General Provisions) is hereby changed to: Deadline for final Addendum to be issued is 3:00 PM, Monday, March 27, 2015. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.

This concludes Addendum No. 2 to Invitation for Bids No. 121014-2.

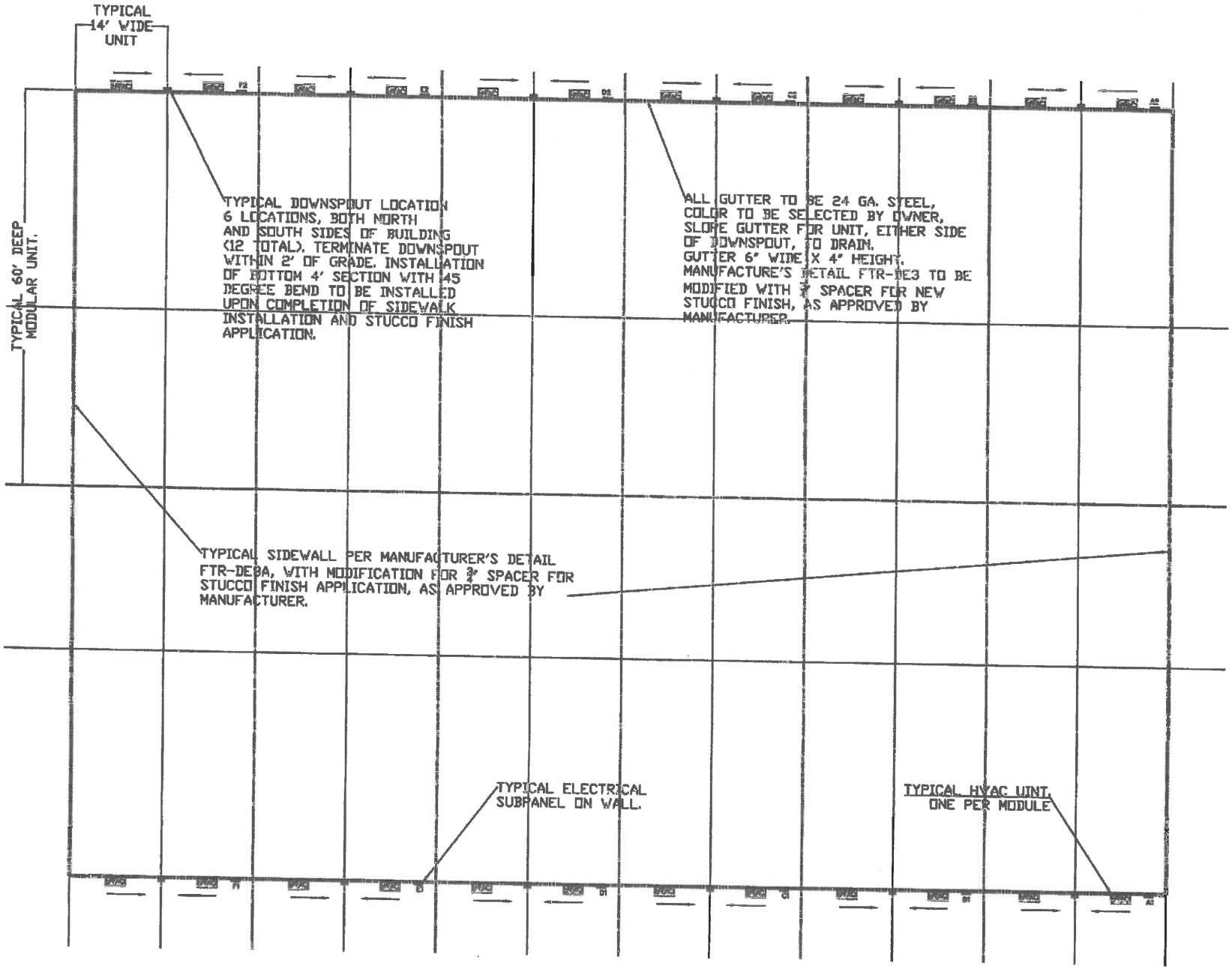
GILA COUNTY
COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
INVITATION FOR BIDS NO. 121014-2

ADDENDUM #3:
DATE: 3/27/2015

ATTACHMENTS:

1. Gutter Downspout Layout Drawing.
2. Fibertite 200 Facia System Detail FTR-DE8a, use Product ID No. FAF-80 (8" Height)

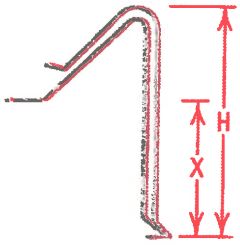
This concludes Addendum No. 3 to Invitation for Bids No. 121014-2.
Bid date and time remain the same.

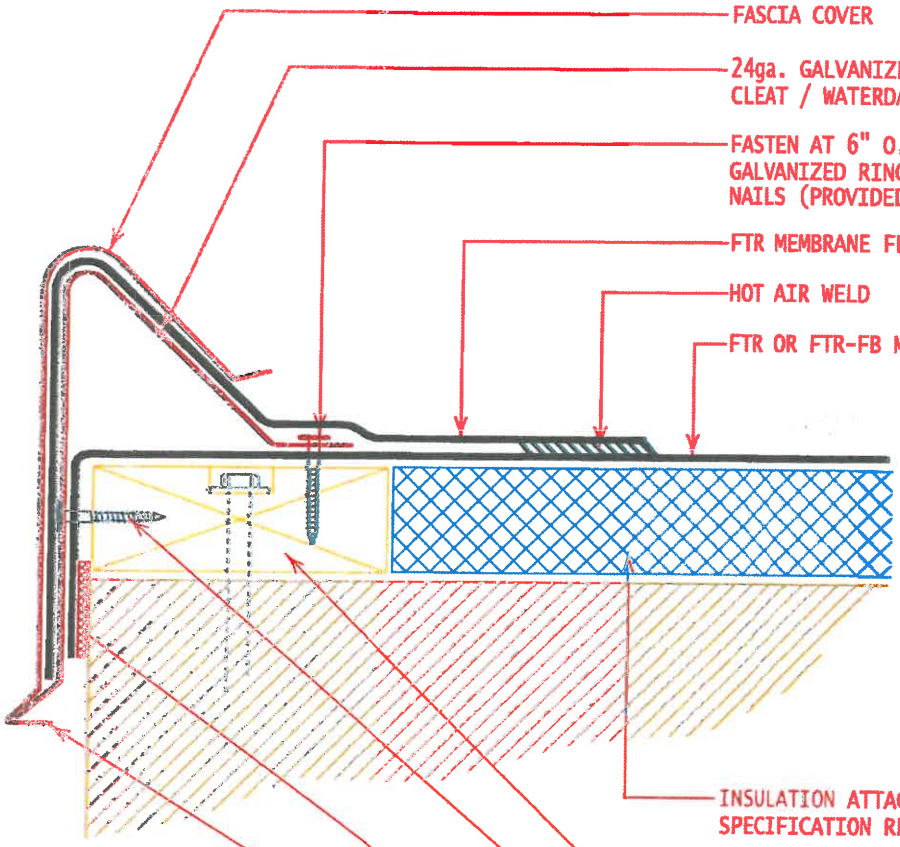


GUTTER/DOWNSPOUT LAYOUT

NOT TO SCALE

FIBERTITE 200 FASCIA SYSTEM			
Product ID. NO.	**H Dimension**	**X Dimension**	**Nailer Coverage**
FAF-50	5" (127.0 mm)	3" (76.2 mm)	1 NAILER
FAF-65	6-1/2" (165.1 mm)	4-1/2" (114.3 mm)	2 NAILERS
FAF-80	8" (203.2 mm)	6" (152.4 mm)	3 NAILERS
FAF-95	9-1/2" (241.3 mm)	7-1/2" (190.5 mm)	4 NAILERS
FAF-110	11" (279.4 mm)	9" (228.6 mm)	5 NAILERS
FAF-125	12-1/2" (314.5 mm)	10-1/2" (266.7 mm)	6 NAILERS
FM Approved up to 1-195			





NOTE:
INSTALL PRE-MANUFACTURED EDGE SYSTEM PER SPECIFICATIONS AND FIBERTITE'S INSTALLATION REQUIREMENTS

Fiberlite
A Seaman Corporation
INTELLIGENT ROOFING SOLUTIONS

GENERAL REFERENCE:
"FTR GS06"

APPLICABLE SYSTEMS:
"FTR MA06"
"FTR AD06"
"FTR BA06"

FIBERTITE 200 FASCIA SYSTEM (RAISED CLEAT EDGE)

REVISES DETAIL	ISSUE DATE	DRAWING NUMBER
ALL PREVIOUS	03-01-07	FTR-DE8a

BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 3/10/2015 Addendum No. 2 Dated 3/12/15

Addendum No. 3 Dated 3/27/2015 Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

ONE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED THIRTY FIVE Dollars ($135,135.00).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____ Dollars ($ 5.25) Per Sq. Ft.
Roof Venting: <3" diameter or square: _____ Dollars ($ 125.00) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($ 125.00) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($ 175.00) Per Penetration
Additional Site Trip Charge: _____ Dollars ($ 305.00) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

The following Proposal is made for :

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Stark Roofing, Inc.

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within Forty-five (45) Calendar Days of the Notice to Proceed and Final Completion after subsequent roof penetrations as required by other contractors**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

If by a Corporation:

(SEAL)

Corporate Name: STAR ROOFING, INC.

Corporate Address: 9201 N. 9TH AVE PHOENIX, AZ 85021

Incorporated under the laws of the State of: ARIZONA

By (Signature): [signature] Date: 3-17-15

President: PETE SCHMALTZ

Secretary: JOHN YODER

Treasurer: JOHN YODER

If by a Firm or Partnership:

Firm or Partnership Name: N/A

Firm or Partnership Address:

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

If by an Individual:

Signature: N/A Date:_____

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned Star Roofing, Inc., as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual) a corporation duly organized under the laws of the State of Des Moines, IA, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
GILA COUNTY, ARIZONA, BID CALL NO. 121014-2

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: March 18, 2015

Principal Star Roofing, Inc.
By [signature]
Title Sec. Treas.

Surety Merchants Bonding Company (Mutual)
[signature]
By Attorney-in-Fact, Lori L. Dawson-Brown

Address, Attorney-in-Fact
4646 E. Van Buren St. #200, Phoenix, AZ 85008

Subscribed and sworn to before me

This 18th **day of** March **,20** 15
My commission expires: July 30, 2017
Notary Public [signature]

KENDALL HECKENDORN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
July 30, 2017

GP-58

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Deborah K Anderson; Lori L Dawson-Brown; Michael D Specht; Mikal F Cronin; Steven E Minard

of Phoenix and State of Arizona their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION ($5,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August , 2014 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August , 2014 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of March, 2015.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

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

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

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

BID NO. 121014-2

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

STAR ROOFING, INC 602-944-3323
9201 N. 9TH AVE PHOENIX, AZ 85021
JHENSLEY@STARROOFINGAZ.COM

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____Yes __X__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
_____Yes __X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes __X__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** 0.99

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

1. **Current Arizona Contractor License Number:** ROC 067929

J Hensley
Signature of Authorized Representative

Joe Hensley
Printed Name

ESTIMATOR
Title

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
STD Sheet Metal Roofing, Inc	ROC 173279	Steve Henry 480-688-4044

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 4/1/15 **[BID OPENING DATE]**.

J. Hensley — **[authorized representative]**

Stag Roofing, Inc. — **[company]**

4/1/15 — **[date]**

CONTRACTOR REFERENCE LIST (RL-1)

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
BID NO. 121014-2

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

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

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Fuji Film 6550 S. Mountain Rd Mesa 85212	480.332.6582	Mike Delos
Intel CH11 4505 W Chandler Blvd Chandler 85226	602.677.7434	George Truilo
Flying J 6700 W Latham Phoenix 85043	865.474.3951	James Hooper
SRP Bartlett Dam Bartlett Lake, 85263	602.236.2120	Paul Hirsh

Signature of Authorized Representative

Joe Hensley
Printed Name

Estimator
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Joe Hensley
(Name of Individual)
being first duly sworn, deposes and says:

That he is ESTIMATOR
(Title)
of STAR ROOFING, INC and
(Name of Business)

That he is bidding on **Gila County BID NO. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT PROJECT, GLOBE** and,

That neither he nor anyone associated with the said

STAR ROOFING, INC
(Name of Business)

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

STAR ROOFING, INC
Name of Business

J Hensley
By

ESTIMATOR
Title

Subscribed and sworn to before me this 12 **day of** MARCH, **20** 15.

My Commission expires:

Notary Public

OFFICIAL SEAL
DINA L. MATEO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires June 26, 2015

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 121014-2: COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

__X__ **It is my intention to subcontract a portion of the work.**

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

STAR ROOFING, INC.
Name of Firm

J Hurley
By: (Signature)

ESTIMATOR
Title

3/18/2015
Date

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, JOHN YODER, representing

STAR ROOFING, INC. (company name)

do hereby warranty the work performed for the:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

for a period of **two years** from the date of Final Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

3-17-15

(Officer, Partner, Owner) **Date**

SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

FiberTite INTELLIGENT ROOFING SOLUTIONS

WARRANTY SERIAL No.: SAMPLE WARRANTED ROOF AREA _____ sq. ft. EFFECTIVE DATE: _____

Building Owner: _____ Substantial Completion Date: _____

Owner Address: _____ Inspection Date : _____

Building Name: _____ Inspected By: _____

Building Address: _____ EXPIRATION DATE: _____

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **__ years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

1. The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.

2. In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.

3. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.

4. Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.

5. If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense, but in no case shall Seaman Corp.'s obligation over the lifetime of the warranty exceed the Owner's original cost of the installed Roofing System.

6. If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.

7. In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.

8. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.

9. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than ¾-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.

10. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.

11. Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.

12. This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

SEAMAN CORPORATION

SAMPLE DOCUMENT

Building Owner's Signature By: _____

Warranty Addendum: _____ Title: _____ Date

1000 Venture Blvd., Wooster, OH 44691

FiberTite

INTELLIGENT
ROOFING SOLUTIONS

ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane ("FiberTite Roof") consists of a puncture and abrasion resistant fabric with our proprietary ethylene inter-polymer (EIP/KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the "Warranty"). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140ºF.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100ºF.
Solvent Degreasers	Toluene	Zylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com *FiberTite® is a registered trademark of Seaman Corporation*

FiberTite®
INTELLIGENT ROOFING SOLUTIONS™
Seaman Corporation

Seaman Corporation; 1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737 www.seamancorp.com

10/13/2009

Star Roofing
RE: Fibertite Roofing Systems Approval

.To Whom It May Concern:

The Purpose of this letter is to verify that Star Roofing is an authorized Fibertite Roofing Systems Authorized Applicator; licensed, trained and authorized to install all warranted Fibertite membrane roofing systems.

Futhermore,please be advised that the roofing foremen and superintendents for Star Roofing have participated in all available continuing education and training sessions.
Please contact myself at 303-646-0364 if you have any questions. Thanks

Tom Ghidotti
T.m Ghidotti
Fibertite Sales Manager

BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 3-10-15 Addendum No. 2 Dated 3-12-15

Addendum No. 3 Dated 3-27-15 Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

ONE HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100

_____ Dollars ($ 176,875.00).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____ Dollars ($ 2.03) Per Sq. Ft.
Roof Venting: <3" diameter or square: _____ Dollars ($ 125.00) Per Penetration
Roof Venting: >3" <6" diameter or square: _____ Dollars ($ 135.00) Per Penetration
Roof Venting: >3" <12" diameter or square: _____ Dollars ($ 150.00) Per Penetration
Additional Site Trip Charge: _____ Dollars ($ 390.00) Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

The following Proposal is made for :

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Tecta America Arizona, LLC

6610 W Orangewood Ave

Glendale, AZ 85301

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within Forty-five (45) Calendar Days of the Notice to Proceed and Final Completion after subsequent roof penetrations as required by other contractors**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day.**

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

If by a Corporation:

(SEAL)

Corporate Name: Tecta America Arizona LLC

Corporate Address: 6610 W Orangewood Ave, Glendale, AZ 85301

Incorporated under the laws of the State of: Delaware

By (Signature): _____ Date: 3-30-15

President: Charles J Chapman III

Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

If by an Individual:

Signature:_____ Date:_____

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned Tecta America Arizona LLC, as Principal, hereinafter called the Principal, and XL Specialty Insurance Company a corporation duly organized under the laws of the State of Delaware, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
GILA COUNTY, ARIZONA, BID CALL NO. 121014-2

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: March 12, 2015

Tecta America Arizona LLC
6610 W. Orangewood Avenue, Glendale, AZ 85301
Principal

By _____

Title VICE PRESIDENT

XL Specialty Insurance Company
300 E.. Lombard Street, Suite 1470, Baltimore, MD 21202
Surety

By Attorney-in-Fact - Virginia M. Lovett
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Suite 700, Uniondale, NY 11553
Address, Attorney-in-Fact

Subscribed and sworn to before me

This 12th **day of** March, **,20**15
My commission expires: 2/3/2016
Notary Public

Adrianne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2016

XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1514995

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Robert T. Pearson, Vincent A. Walsh, Rita Sagistano, Thomas Bean, Susan Lupski, Colette R. Chisholm, Gerard S. Macholz, Virginia M. Lovett, Desiree Cardlin

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 25th day of September 2014.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 25th, 2014.

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By: David S. Hewett

David S. Hewett, SENIOR VICE PRESIDENT

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 25th day of September, 2014, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

KIM D. SLIVA
NOTARY PUBLIC
My Commission Expires June 30, 2016
STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

SB-0034 – 3/11

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this ___ day of MAR 12 2015 _____.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

Toni Ann Perkins

Toni Ann Perkins,SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 25th day of September, 2014.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: John P. Welch

John P. Welch, PRESIDENT & CEO

Attest: Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 25th day of September, 2014, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

KIM D. SLIVA NOTARY PUBLIC My Commission Expires ... STATE OF CONNECTICUT

Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this ___ day of _____ _____.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Toni Ann Perkins

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after September 25, 2019
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB-0034 – 3/11

XL SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS, LIABILITIES, CAPITAL AND SURPLUS
December 31, 2013
(U.S. Dollars)

Assets:		**Liabilities:**	
Bonds	243,078,129	Loss & loss adjustment expenses	202,897,195
Stocks	47,367,742	Reinsurance payable on paid loss and loss adjustment expenses	550,213
Cash and short-term investments	103,941,689	Unearned premiums	36,049,248
Receivable for securities		Ceded reinsurance premium payable	
Total Invested Assets	**394,387,560**	Funds held by company under reinsurance treaties	10,668,107
		Payable for Securities	
		Other Liabilities	32,063,624
		Total Liabilities	**282,228,387**
Agents Balances	25,747,167	Capital and Surplus:	
Funds held by or deposited with reinsured companies		Aggregate write-ins for special surplus funds	
		Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	127,462,739
Accrued interest and dividends	1,346,314	Unassigned surplus	25,067,804
Other admitted assets	19,090,389	**Total Capital and Surplus**	**158,343,043**
Total Admitted Assets	**440,571,430**	**Total Liabilities, Capital and Surplus**	**440,571,430**

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2013, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

Vice President and Controller

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

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

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

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

BID NO. 121014-2

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

   Tecta America Arizona, LLC

   6610 W Orangewood Ave

   Glendale, AZ 85301

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

   _____Yes __X__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?

   _____Yes __X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes __X__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** 0.54

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

1. **Current Arizona Contractor License Number:** ROC240655

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America Arizona, ou=Tecta America Arizona, email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 08:44:54 -07'00'

Signature of Authorized Representative

Virgil Benesh
Printed Name

Vice President
Title

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

NONE

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

None

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 4-1-15 **.**

[BID OPENING DATE]

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America Arizona, ou=Tecta America Arizona, email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:44:30 -07'00'

3-30-15 Tecta America Arizona LLC **[company]**

[authorized representative] **[date]**

Virgil Benesh, Vice President

CONTRACTOR REFERENCE LIST (RL-1)

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
BID NO. 121014-2

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

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

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Kinney Construction	928.310.8477	Francois Badenhorts
NAU	928.523.9011	Building Maintenance
Go Daddy	480.254.1986	Rene LaBlanc

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America Arizona, ou=Tecta America Arizona, email=vfbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:44:03 -07'00'

Signature of Authorized Representative

Virgil Benesh

Printed Name

Vice President

Title

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Virgil Benesh
(Name of Individual)
being first duly sworn, deposes and says:

That he is Vice President
(Title)
of Tecta America Arizona, LLC and
(Name of Business)

That he is bidding on **Gila County BID NO. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT PROJECT, GLOBE** and,

That neither he nor anyone associated with the said Tecta America Arizona LLC
(Name of Business)

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

Tecta America Arizona LLC
Name of Business

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America Arizona, ou=Tecta America Arizona, email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:42:16 -07'00'

By

Vice President
Title

Subscribed and sworn to before me this 27 **day of** March, **20**15.

My Commission expires: April 16, 2018

Notary Public Virginia C. Edwards

OFFICIAL SEAL
VIRGINIA C. EDWARDS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 16, 2018

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 121014-2: COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

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

Tecta America Arizona, LLC
Name of Firm

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America Arizona, ou=Tecta America Arizona, email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:45:18 -07'00'

By: (Signature)

Vice President
Title

3-30-15
Date

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Charles J Chapman III, representing

_____ (company name)

do hereby warranty the work performed for the:

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

for a period of **two years** from the date of Final Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

Charles J Chapman III 3-31-15

(Officer, Partner, Owner) **Date**

SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY

FiberTite INTELLIGENT ROOFING SOLUTIONS

Building Name:	SAMPLE	**Warranty Serial No.:**	
Building Address:		**Effective Date:**	
Building Owner:		Warranted Roof Area:	
Owner Address:		Expiration Date:	

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

1. The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
2. In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
3. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
4. Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
5. If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
6. If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
7. In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
8. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
9. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than 3/4-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
10. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
11. Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
12. This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF,THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

SEAMAN CORPORATION

Building Owner's Signature By:

Warranty Addendum: Title: Date

1000 Venture Blvd., Wooster, OH 44691

FiberTite®
Seaman Corporation

INTELLIGENT
ROOFING SOLUTIONS

ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane ("FiberTite Roof") consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the "Warranty"). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid
Benzene
Ethyl Acetate
Methyl Ethyl Ketone (MEK)
Phenol
Solvent Degreasers
Aromatic Hydrocarbons
Chlorox
Furfural
Nitric Acid
Phosphoric Acid 75%
Toluene
Asphalt Materials
Cooking Oil above 140°F.
Gasoline
Paint Thinners
Phthalate Plasticizer Above 100°F.
Xylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com *FiberTite® is a registered trademark of Seaman Corporation*

Seaman Corporation; 1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737 www.seamancorp.com

March 27, 2015

RE: Fibertite Roofing Systems Approval
Tecta America Arizona, LLC

To Whom It May Concern:

The Purpose of this letter is to verify that Tecta America Arizona is an authorized Fibertite Roofing Systems Authorized Applicator; licensed, trained and authorized to install all warranted Fibertite membrane roofing systems. Tecta America Arizona, LLC has been a authorize applicator since 2005.

Furthermore, please be advised that the roofing foremen and superintendents for Tecta America Arizona, LLC have participated in all available continuing education and training sessions.

Please contact me at 303-646-0364 if you have any questions. Thanks.

Tom Ghidotti

Tom Ghidotti
Fibertite Regional Manager

GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-2946 **Regular Agenda Item 2. G.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jeffrey Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	TBD	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request to Advertise - Request For Qualifications No. 121714 for Design-Build Payson Courthouse Steps and Landings.

Background Information

The two story Payson Courthouse at 714 South Beeline Highway in Payson, Arizona, is in need of new steps and landings to the second floor. The existing structure was built out of wood in the late 1980s and is in need of replacement. Gila County wishes to hire a qualified contractor to design the project, and subsequently build it, to ensure the continued safety of all who utilize the steps to the second floor.

Evaluation

Gila County wishes to hire a qualified contractor to design and build new metal steps for the Payson Courthouse. The existing steps are wooden and at least thirty years old. A Request for Qualifications (RFQ) has been selected by staff as the best way to locate, evaluate responses and identify the most qualified contractor.

The Request for Qualifications process is a two-phase process. Phase one is based on competence and qualifications only. The first phase will be to assemble an evaluation committee to evaluate responses received from various contractors, and make a selection based on the evaluation scores. The second phase of the RFQ process will then be to negotiate a contract with the successful qualifier.

The specifications call for substantial completion within ninety calendar days from the Notice to Proceed, with final completion no later than fifteen calendar days from date of substantial completion.

With the Board's approval, a notice for Request for Qualifications No. 121714 will be advertised in the Arizona Silver Belt on April 29, 2015 and May 6, 2015, with a due date of May 13, 2015.

Conclusion

The Payson Courthouse building is in need of new steps and landings to the second floor. Through the RFQ process, the successful company must design and build a metal structure to replace the aging steps and landings.

Recommendation

The Finance Division Director and the Public Works Division Director recommends that the Board of Supervisors approve the request to advertise Request for Qualifications No. 121714 for the Design-Build of the Payson Courthouse Steps and Landings.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 121714 for the design-build of new metal steps and landings for the Payson Courthouse. **(Jeff Hessenius and Steve Stratton)**

Attachments

Request to Advertise

RFQ No 121714 Design-Build Payson Courthouse Steps and Landings

General Provisions RFQ Design Build No. 121714

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 specifciations 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 _____ Proposals _____

Qualifications X

REQUEST NUMBER

121714

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: Design-Build project for steps & landings

Fund 1007 Dept No. 341 Program 874 Location _____ Account 4500.19

Estimated Cost: **$ 129,000.00**

INTENT

It is the intent of this solicitation to establish a contract with a contractor to design and build new steps and landings for the Payson Courthouse.

Signed: _____ Date 3/25/15

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE	Department Receipt	11/25/2014	Placed on Agenda	3/25/2015
	Presented to Board	4/21/2015	Approved to Call	
	Delivered to Paper	4/22/2015	Paper Name	Arizona Silver Belt
	Advertised From	4/29/2015	To	5/6/2015
	Closing Date	5/13/2015	Bid Award Date	6/9/2015
	Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

REQUEST FOR QUALIFICATIONS NO. 121714

A DESIGN-BUILD PROJECT
FOR

Payson Courthouse Steps and Landings
714 S. Beeline Highway

PAYSON, ARIZONA

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

County Manager
Don E. McDaniel, Jr.

GILA COUNTY
PROCUREMENT GROUP
REQUEST FOR QUALIFICATIONS

1400 East Ash Street
Globe, Arizona
85501

RFQ NUMBER
121714

DUE DATE: May 13, 2015 **TIME:** 3:00 PM MST

DESCRIPTION: Design-Build Steps and Landings for Payson Courthouse

PRE-BID CONFERENCE: "Not Applicable"

RFQ Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Request for Qualifications No. 121714 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: April 29th and May 06th , 2015

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works
Type of Contract:	Term
Term of Contract:	90 Calendar Days
Phone Number:	928-402-8612

Signed: _____ Date: ___/___/___
Michael A. Pastor, Chairman, Board of Supervisors

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

REQUEST FOR QUALIFICATIONS

INDEX

Section A	Request for Qualifications
Section B	Purpose of the RFQ/Intent
Section C	Instructions to Respondents
Section D	Response Format
Section E	Qualifications
Section F	Requirements
Section G	Evaluation Criteria
Section H	Proposal Certification

ATTACHMENTS:

Pictures 1 through 8 of the exterior steps and landings at the Payson Courthouse

Gila County General Provisions

***NOTE**: The General Provisions are being provided solely for the purpose of the potential Qualifier to be aware of Gila County's liability requirements and contract format.*

Section A. **REQUEST FOR QUALIFICATIONS**

RFQ NO. 121714

Gila County is requesting Statement of Qualifications and Performance Data from qualified firms or individuals for:

Design – Build Steps and Landings for the Payson Courthouse at 714 S. Beeline Highway in Payson, AZ.

Statement of Qualifications and Performance Data are to be received in the Office of:
Jeannie Sgroi, Contracts Administrator
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

Until: 3:00 p.m. on Wednesday, May 13, 2015, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms or individuals submitting Responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Request shall be directed to:

Name:	Jeannie Sgroi, Contracts Administrator
Address:	1400 E. Ash Street Globe, AZ 85501
Phone:	(928) 402-8612
Fax:	(928) 402-4386
Email:	jsgroi@gilacountyaz.gov

Section B. **PURPOSE OF THE RFQ**

1. Intent

It is the intent of Gila County to receive and evaluate Statements of Qualifications and Performance Data from any interested parties to select a short list of the three most qualified firms. The County intends to enter into negotiations with the most qualified person or firm for a Design-Build Contract for the work described in Section F. If such negotiations fail, they will be formally terminated and the County may commence negotiations with the next highest ranked qualified person or firm on the short list.

Section C. **INSTRUCTIONS TO RESPONDENTS**

Statement of Qualifications and Performance Data shall be addressed and delivered to:

Name: Jeannie Sgroi, Contracts Administrator
Address: 1400 E. Ash Street
Globe, AZ 85501

Responses shall be in a sealed envelope marked as follows:

Name of Respondent
Title of Respondent
RFQ Title and Number
Date and Time Response is Due

No telephonic, telegraphic, or facsimile Responses shall be considered. Responses received after the time for closing shall be returned to the Respondent unopened.

1. Responses shall be submitted in **10** copies.

2. No department, school, or office at the County has the authority to solicit official Responses other than the Finance Department. All solicitation is performed under the direct supervision of the Finance Director and in complete accordance with Gila County policies and procedures.

3. Responding persons or firms may be requested to meet with the selection committee to discuss their Statement of Qualifications and Performance Data. Scheduling of these discussions shall be accomplished by the Public Works Department.

4. Any information considered to be proprietary by the Proposer shall be placed in a separate envelope and marked "Proprietary Information." To the extent the Finance Director concurs, this information shall not be considered public information. The Finance Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered proprietary.

5. Statements of Qualifications and Performance Data shall be submitted in the format shown in Section D.

6. If responding by express mail allow sufficient time for delivery. Globe is considered a rural area, thereby Federal Express deliveries are often made late in the afternoon. Statement of Qualifications may not be faxed nor electronically transmitted to the County. Proposals, which are received after the deadline, will not be considered. Submitters must ensure delivery (not postmarking) by the date and time indicated above.

Section D. **RESPONSE FORMAT**

Follow the format shown below in submitting your Proposal.

1. Proposal certification, see Section H
2. Qualifications per Section E
3. Copies of licenses and certifications
4. Additional comments.

NOTE: PROPOSAL SHALL BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY.

Section E. **QUALIFICATIONS**

Arizona Revised Statues 34-603, pursuant to allows for the procurement of professional and construction services using design build methodology.

This is phase one of a two-phase process. Phase one is based on competence and qualifications only. Discussion with the top three (3) persons or firms MAY be included in the selection process.

Phase one shall not "***request fees, price, man-hours or any other cost information in the selection".***

1. For consideration the following licenses and certifications shall be required. Copies shall be included:

   A. Design / Builder shall be a licensed contractor with the Arizona Registrar of Contractors Office.

   B. Design / Builder shall use current 2012 International Building Code and Arizona State codes as construction, inspection and testing standards.

   C. Design / Builder shall prove competence to design and installation of stairs and landings, preparation of engineered shop drawings for design and construction of stair and landing systems.

   D. Employees assigned to this project shall have the necessary technical, theoretical and practical knowledge to fully understand the sequence and consequence of the task and be able to perform safely and properly the job in given conditions (i.e., climbing ladders, maintaining fire egress from the building at all times, protection of pedestrians below and around work area, etc.).

   E. Design professional shall be a licensed engineer in the State of Arizona to provide design and engineering for stair and landing systems.

2. Additionally, the following information shall be included:

   A. Managerial overview.

   B. Discuss previous design-build experience.

   C. Narrative statements on design and management approaches.

   D. Organizational charts: for company and for this project.

   E. Construction management and quality control plans.

   F. Safety records, procedures and policies.

   G. Qualifications of site superintendent.

   H. Qualifications of other persons to be assigned to design build team.

3. Other items:

   A. Ability to meet insurance requirements. See General Provisions.

   B. Ability to meet bonding requirements. See General Provisions.

   C. If applicable, the contractor shall submit any information relating to company name changes within the last five calendar years, the reason for the name change.

   D. List all projects under contract or completed in the last three (3) years with reference information.

   E. Contractors from out of this region (greater than 30 miles) shall show evidence of successfully managing projects from long distance.

4. Value Engineering

   A. Project specific recommendations

   B. DO NOT include pricing just recommendations

5. Systems Data

   System specifications including performance, warranty terms and period for all components of the systems, training provisions, service plan, replacement parts availability / costs and spare parts to be provided list.

6. References

Shall include three (3) design-build references. Be sure to include the name, title, phone number and e-mail of persons able to discuss project(s) in detail.

7. Design and Construction Schedule

A. The Design / Builder shall submit a schedule, with their proposal, indicating all phases of the design build process. Contractor shall coordinate all work through Gila County's Facility Services Project Manager. Order and sequence of construction shall be done on such schedule as not to disrupt the normal operations of the County, and provide the minimal amount of time at each of the stairways between demo and new installation.

B. Design / Builder is expected to demonstrate that they can supply adequate qualified personnel in order to meet this completion requirement.

Section F. **REQUIREMENTS**

1. SCOPE OF WORK

Remove the existing wooden steps and landings and provide complete new metal steps and landings for the exterior area of the Payson Courthouse. Completely remove the existing wooden steps and landings and replace them with new metal steps and landings on the exterior area of the Courthouse in Payson, AZ. Pictures of existing steps and landings are an attachment to this RFQ. Design / Builder shall be able to provide complete turnkey design and build services.

Proposer shall include any project specific value engineering design recommendations with their proposal. **DO NOT** include any pricing, only recommendations.

2. The contractor is expected to carefully examine the site of the proposed work, the Request for Qualifications, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract.

Work is tentatively scheduled to occur as follows:

Award:	June 9, 2015
Design:	2 weeks
Approval:	2 weeks
Fabrication & Construction:	6 weeks maximum

Proposer shall provide a schedule with their proposal submittal. Only one stairway shall be unusable at any given time. Schedule shall show projected down time duration for each stairway.

3. TECHNICAL REQUIREMENTS

A. General Requirements

i. **Project is located in a heavily used main entry courtyard to the Gila County Courts. Weekend and after business hours work is advisable for safety reasons. Only one stairway shall be unusable at any given time.**

ii. All work shall be conducted so as to minimize disturbance to the occupants of the buildings and protection of the pedestrians in the courtyard area.

iii. Safety and good housekeeping practices shall be emphasized. Pick up and dispose of construction debris daily.

iv. During the design and construction, the contractor shall consider the existing and historical conditions. Design and Construction methods shall be employed to minimize identifiable damage or disturbance to the buildings and contents. Notify building users and Facility Services Project Manager of any conditions of concern or hazard before disturbance.

B. Inspection And Testing

i. Design / Builder shall coordinate inspection schedule with the appropriate personnel.

C. Closeout Submittals And Requirements

i. Completed "As Built" drawings, sealed by the Engineer.

ii. O&M specifications and warranty for all systems and parts

iii. Spare Parts and any special tools required

Section G. EVALUATION CRITERIA

1. Responses shall be evaluated on the following basis:

a. Qualifications and competency of contractor and site superintendent	25 points
b. Demonstrated expertise in projects of similar size and type:	15 points
c. Understanding of requested services and completeness of response	10 points
d. Value engineering recommendations	15 points
e. Design and Construction scheduling	20 points
f. Successful management of projects long distance	10 points
g. Familiarity with Town of Payson, and experience working in cold weather climate.	5 points

2. In addition:

a. Ability to meet insurance and bonding requirement

Section H. **RESPONSE CERTIFICATION**

_____
(DATE)

Purchasing Services Department

The undersigned certifies that to the best of his/her knowledge: (check one)

☐ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Qualifications No. 121714 Design-Build Project for New Steps and Landings at the Payson Courthouse, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

_____ _____
(signed) (by)

_____ _____
(firm) (title)

_____ _____
(address) (phone number)




A
Coca-Cola


PRIVATE
STOP




WOMEN


NO
SMOKING


GILA COUNTY
PAYSON COURTS
714
RESERVED PARKING
MAX FINE $300



GILA COUNTY

GENERAL PROVISIONS

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SECTION 01
NOTIFICATION TO BIDDERS

(See Request For Qualifications No. 121714)

SECTION 10
DEFINITION OF TERMS

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

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

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

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

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

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

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

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

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

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to “Contractor’s Engineer” shall mean the “Contractor”.

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

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

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term “install” is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

LABORATORY. A testing laboratory as may be designated or approved by the Owner’s to test construction materials and products.

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

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

MATERIALS. Any product or substance specified for use in the construction of the contract work.

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

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

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

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner’s Engineer where ever referenced in the documents.

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

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

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

PROJECT. The agreed scope of work as identified in the Contract Documents.

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

specifications.

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

PROVIDE. Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

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

be considered and applied as working days.

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

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS
(See Request For Qualifications No. 121714)

SECTION 30
AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.

If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

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

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

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

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

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

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

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

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

SECTION 40
SCOPE OF WORK

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

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of

work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit or lump sum cost(s) for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

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

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

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

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

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.
Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.

SECTION 50
CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of

inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

Any work done or materials used without supervision or inspection by an authorized representative of the Owner

may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within

which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

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

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

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

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

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

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

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance.

The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

SECTION 60
CONTROL OF MATERIALS

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

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

not.

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

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

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

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

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

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

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

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

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

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

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

available to the Contractor at the location specified herein.

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

SECTION 70
LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

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

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

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

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

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

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

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

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

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

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

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

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

70-08 PROTECTION AND RESTORATION OF PROPERTY . The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

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

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution

thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

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

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

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

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

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

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

such beneficial occupancy by the Owner.

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

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

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

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

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

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further

understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

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

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

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

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

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

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

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

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and

regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80
PROSECUTION & PROGRESS

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

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

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

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

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

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

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

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

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

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

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

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

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

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

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

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

as may be rejected as unacceptable and unsuitable; or

(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

SECTION 90
MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

A. By unit prices stated in the Contract Documents.

B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
    1) Cost of materials, including cost of delivery.
    2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
    3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
    4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
    5) Cost of Subcontracted work calculated as above.
    6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of

such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties herby agree that this fee includes all Contractor overhead and profit on subcontractor work.

7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Unforeseen Conditions: Not to exceed $5,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contactor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contactor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.

- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.

SPECIAL PROVISIONS

GENERAL REQUIREMENTS

The project shall be designed utilizing the 2012 International Building Code, current version as adopted and amended by Gila County.

AS-BUILTS

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi- permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:
A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:
Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:
The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

TECHNICAL SPECIFICATIONS

SEE TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS

CONTRACT FORMS

Bid Submittal Checklist (CK1)

Bid Proposal (BP1-3)

Affidavit of Non-Collusion (ANC1)

Subcontractor Certification (SC-1)

Construction Contract (C1-5)

Contract Performance Bond (CPB-1)

Labor & Material Bond (LMB-1)

Contract Performance Warranty (CPW-1)

Pay Application (Sample AIA Doc G702)

BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bid price shall include all labor, material, overhead and associated costs for the design, fabrication and construction of this project.

All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

PAYSON COURTHOUSE
STEPS AND LANDINGS
DESIGN BUILD PROJECT 121714

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Affidavit of Non-Collusion (ANC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.

BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the Request for Qualifications, General Provisions, Plans and Technical Specifications.

BASE BID: The undersigned proposes to complete all work design and construction as described in the Request for Qualifications, including all allowances, for:

DESIGN: _____ Dollars ($_____).

CONSTRUCTION:_____Dollars ($_____).

The following Proposal is made for :

PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT NO. 121714
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

_____

_____

_____

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

The undersigned certifies that the Owner approved Plans, Technical Specifications, General and Special

Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Design shall be submitted within (2) two weeks of award of contract. Upon approval of design, by the Owner, the contractor shall achieve final completion within (6) six weeks**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

If by a Corporation:

(SEAL)

Corporate Name:_____

Corporate Address:_____

Incorporated under the laws of the State of:_____

By (Signature):_____ Date:_____

President:_____

Secretary:_____

Treasurer:_____

If by a Firm or Partnership:

Firm or Partnership Name:_____

Firm or Partnership Address:_____

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

If by an Individual:

Signature:_____ Date:_____

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

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

That he is _____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT,** and,

That neither he nor anyone associated with the said _____

_____
(Name of Business)

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

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires:_____

Notary Public

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT

my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

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

_____
Name of Firm

_____
By: (Signature)

_____
Title

_____
Date

CONSTRUCTION CONTRACT NO. 121714 (C1-5)

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and _____ _____ of the City of _____, State of _____, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

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

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

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

4. **Professional Liability (Errors and Omissions Liability)**
   Each Claim $1,000,000
   Annual Aggregate $2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed,** and shall be Substantially Complete within **Ninety (90) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Fifteen (15) Calendar Days** from the date of Substantial Completion.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$500.00 per Calendar Day**.

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

expire.

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than $_____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

CONTRACTOR:

_____
Contracting Company Name

_____
Print Name

_____
Witness (If Contractor is Individual)

APPROVED AS TO FORM:

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

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address Phone Number
Phone Number

By:

_____

By:

_____
Agency Address

_____

_____

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____ **Phone Number**
Principal **Seal**

_____
Surety **Seal**

_____ _____
Agency of Record **By:**

_____ _____
Arizona Countersignature **By:**

_____ _____
Address **Phone Number** **Agency Address**

_____

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

_____

(Officer, Partner, Owner) **Date**

REQUEST FOR QUALIFICATIONS NO 121714

PAYSON COURTHOUSE
STEPS AND LANDINGS
DESIGN BUILD

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	$
b. _____ % of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

REQUEST FOR QUALIFICATIONS NO 121714

PAYSON COURTHOUSE
STEPS AND LANDINGS
DESIGN BUILD

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ARF-3115 **Regular Agenda Item 2. H.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	06-15-15 to 06-14-16	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request to Advertise-Request for Proposals No. 032615 for Food and Laundry Service for Gila County Detention Center.

Background Information

Gila County contracts out for food and laundry services, which includes meal preparation services for the Gila County Detention Center in Globe, the Gila County Detention Center Substation in Payson, the Gila County Juvenile Detention Center in Globe, and the Women's Jail Dormitory in Globe. Laundry services are provided at the Globe Detention Center location only.

The existing contract for the food and laundry services for Gila County Detention Center will expire on June 15, 2015.

Evaluation

The existing contract for food and laundry services for the Gila County Detention Center will expire on June 15, 2015. A Request for Proposals (RFP) has been written to obtain competitive bidding per A.R.S. 41-2533 for these services.

With the Board's approval, a notice of Request for Proposals No. 032615 will be advertised in the Arizona Silver Belt on April 29, 2015 and May 6, 2015, with a due date of May 18, 2015.

Conclusion

By issuing RFP No. 032615 for food and laundry services for the Gila County Detention Center, the competitive bidding process will be utilized to enter into a contract for these services to replace the expiring contract.

Recommendation

Staff recommends that the Board of Supervisors approve the request to advertise for Request for Proposals No. 032615 - Food & Laundry Services for Gila County Detention Center.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 032615 - Food and Laundry Services for the Gila County Detention Center to replace the expiring contract which provides meals and laundry services to Gila County inmates. **(Jeff Hessenius and Justin Solberg)**

Attachments

Request for Proposals No. 032615-Food and Laundry Services

Request to Advertise

BID CALL 032615
REQUEST FOR PROPOSALS

FOOD AND LAUNDRY SERVICE
FOR
GILA COUNTY DETENTION CENTER

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

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

County Manager
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO.: 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER

Notice is hereby given that Gila County is requesting proposals from qualified Correctional Food Service Providers to provide Food, In-house Laundry Service, and Materials for the Gila County Detention Center located in Globe, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Monday, May 18, 2015

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

MANDATORY WALK THROUGH: 9:00 AM, Monday, May 11, 2015, 1100 South St., Globe, AZ

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

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

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

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591.

Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Jeannie Sgroi, Contracts Administrator, PH 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **April 29 and May 6, 2015**

Signed: _____ Date: _____
Michael A. Pastor/Chairman of the Board

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

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Correctional Food and Laundry Service Provider to provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center located in Globe, Arizona. Food services will also be provided for the Gila County Detention Substation in Payson, Arizona and the Gila County Juvenile Detention Center in Globe, Arizona.

FOOD SERVICE REQUIREMENTS

All meals shall be prepared at the Gila County Globe Detention Center at 1100 South St, Globe, Arizona. Meals for the Payson Detention Substation at 108 Main Street, Payson, shall be premade hot, frozen and transported by County staff to the Payson location. Meals for the Globe Juvenile Detention Center at 1425 South St, Globe, shall be made hot and delivered by County staff to the Juvenile facility.

Meal Service and Materials

1. **Meals Served:** Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.

    A. Meals shall meet the following standards and guidelines:
        a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912-Food Service System.
        b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board.
        c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC).
        d) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions.
        e) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators.

    B. A registered dietician directly employed by the Firm must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by Firm. Dietician must provide certification applicable to the State of Arizona.

    C. A nutritional analysis of each menu based on the standard recipes used by the Firm must be provided by the Firm.

    D. Firm warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Firm shall be reviewed and approved by the authorized County personnel in advance of implementation.

    E. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.

    F. A minimum of two (2) hot meals will be served daily, seven (7) days per week. Fresh vegetables are required at least three (3) times per week.

    G. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.

    H. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether container is marked or not.

Scope of Services continued….

I. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.
J. Food containers that are damaged, including cans that are dented, are not acceptable.
K. A daily beverage provided with one (1) of the three (3) meals served daily must be fortified with the RDA for vitamin C.
L. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
M. A maximum of six percent (6%) TVP is allowed in meat products.
N. Detailed standard recipes for menu items served in portions are required.
O. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.

2. Holiday Meals: A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These Holidays include, but are not limited to:

- Thanksgiving
- Christmas
- Independence Day
- Discretion of authorized County personnel with one-month notice to Firm.

3. Restricted Medical Diets: Firm shall be required to provide all restricted medical diets approved by the County's authorized inmate medical examiner.

A. Upon request the Firm will provide special meals for medical (as ordered by physician) reasons, i.e., diabetes, ulcers, renal failure, or pregnancy with extending health situation. The County will give advanced notice for any special meals.
B. The Firm shall serve all restricted diets ordered in compliance with Department policies.
C. Firm will not charge any additional cost for special meals.

4. Sack Lunches: Upon request the Firm will be asked to provide sack lunches or similar meals for outside work trustees and County staff. These meals will be transported from the Globe Detention Center to the area of work. **Note:** Work release inmates will be required to provide their own meals if scheduled work hours do not coincide with established serving times.

5. Bulk Food Purchases: Requests by the County for bulk food purchases are for special occasions. The County will give ample time for the Firm to order the quantity requested (popcorn, cookies, candies, etc.) The Firm shall look for the best possible price and will invoice the County cost plus ten percent (10%) for the order.

6. Food Safety Standards: Firm and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health, Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Firm shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities.

Scope of Services continued….

7. **Meal Handling & Procedures:** All meals prepared and served must have food temperatures taken and documented by the Firm once they are placed on trays and ready for delivery or service. Temperatures should be taken by Firm at frequent intervals during the serving period.

    - Firm will provide proper hair restraints or hats, and plastic gloves.

8. **Staffing Requirements:** Firm, based on the information provided herein, is to propose adequate staff to oversee and service all aspects of the food service operation. Enough staff must be provided at all times to ensure the terms of this contract are satisfied.

    A. All food service employees meet the specifications of this Contract and are licensed, certified or registered, in their respective areas of performance or service pursuant to applicable laws and regulations.
    B. Firm's employees must be at least twenty-one (21) years of age.
    C. Firm's employees shall be free from any physical, emotional or mental condition that may adversely affect their performance. Written certification of compliance must be submitted to the County prior to the employee entering the facility.
    D. Firm's employees shall agree, in writing, they understand their person and any personal belongings entering the facility with them are subject to search, without notice, at the discretion of the County.
    E. Firm's employees shall not bring matches, lighters, or tobacco products in the facility. Gila County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201-Smoke Free Arizona).
    F. Firm's employees must abide by all County Rules and regulations governing the detention facility
    G. Firm will maintain the sufficient staff to perform the service if the detainee population grows during the term of the contract.

Sanitation Requirements

Firm is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facility service kitchen areas, food preparation areas, storage area, dining area, food trays, carts, utensils, cooking equipment, and loading dock areas, in compliance with ACA Standards. Sanitation will comply with Federal, State, and Local regulations and standards.

A. Firm will maintain the hygiene of the kitchen so as to pass any and all County and/or State Health Agencies' inspections with satisfactory ratings and inclusive of ACA Standards.
B. Firm shall provide only County preapproved cleaning supplies and other necessary items for day to day operation.
C. Firm shall provide the appropriate number of staff to support the cleaning operations.
D. Firm agrees to prepare and timely remove to onsite dumpsters all trash and garbage from kitchen and dining area.
E. Firm agrees to establish a log for hazardous materials and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances.
F. Grease will be removed in accordance with Local Health Codes.

Scope of Services continued….

County Obligations

A. County will provide number of meals to be ordered each day and time meals are to be given. If information is not provided to the Firm then the number of meals and time from the prior day shall be used.
B. Adequate heat, light, ventilation and all other utilities needed for the provisions of food service under the terms of this contract shall be supplied to the Firm by the County.
C. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
D. Facility inspections made by the County when deemed necessary, with or without advance notice to the Firm.

Firm Supplied Programs

Awarded firm shall be required to provide the following programs:

- Provide a program training inmates in the areas of food service and practical work experience.
- Provide employee training to prepare employees to work in a correctional environment teaching them to handle offender manipulation effectively.
- Provide a program to ensure all operations consistently meet a high standard of production and service.

LAUNDRY SERVICE REQUIREMENTS

In-house laundry services shall be performed at the Globe Detention Center located at 1100 South St., Globe, Az.

In-House Laundry Service

A. Firm shall provide complete laundry service for and including but not limited to kitchen linens, bedding, cleaning supplies, and inmate clothing, etc.
B. Firm shall purchase and supply all County approved chemicals, commodities, and cleaning supplies.
C. Firm shall ensure all laundry staff are trained to perform quality laundry service.
D. Firm will provide adequate staff to oversee and service all aspects of the laundry operations.
E. Laundry service will include, but not limited to, washing, drying, and folding as normally required in a quality laundry service.
F. Laundry must be washed according to infection control standards per CDC. 160 degrees water temp and 50-150 ppm of chlorine bleach depending on the load/washer size used for 25 minutes.
G. At no time should soiled laundry come into contact with clean laundry.
H. All miscellaneous items required for the Firms staff safety in laundry operations will be provided by the Firm.

Scope of Services continued….

I. Laundry carts that had soiled laundry in them must be sanitized per sanitizers manufactures instruction and dried before placing clean laundry in them.
J. Clean and sanitized carts are not to come in contact with any soiled carts or laundry.
K. All laundry items shall be washed, extracted, tumbled and ironed, if required, with only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
L. Firm shall maintain and clean equipment as to keep in excellent working order for daily operations.
M. Sorting of laundry will take place prior to processing to ensure correct processing of whites, colors, and other laundered items.
N. Laundry must be properly dried before sorting and folding.
O. Items that are torn, frayed, thin, or damaged must be separated after laundry process and kept in separate cart for repair or discard.
P. All cleaning rags and mops must be clean, free from odor and bleach rot.
Q. All cleaning rags and mops are to be separated based, placed into a clean plastic bag, and returned to correct location.
R. At no time will any clean rags or mops be transported in the same clean resident laundry carts-they must be in their own clean cart.
S. All kitchen and food service linens will be laundered separate from other items and returned to the food service area in separate plastic bags.
T. Firm will maintain sufficient staff to perform the service if the detainee population grows during the term of the contract.

County Obligations

A. County shall provide adequate heat, light, ventilation, water and all other utilities required for the provision of in-house laundry service under the terms of this contract.
B. County shall provide security, control, and limitation of inmate movement into and out of the laundry area, including physical security of employees, suppliers, and other authorized visitors.
C. Inmates on occasion, per County request, may assist in laundry transport to and from laundry area.
D. County shall determine the time laundry service operations are performed in order to conserve energy.

SECURITY CLEARANCE

Gila County reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Firm who the Firm wishes to assign to the Gila County Detention Facility. Only those employees who successfully pass the background process may be utilized at the Facility.

- All Firm staff must complete the Waiver of Liability and Release Form on page 30 of this bid packet prior to working at facility.

Scope of Services continued….

PROPOSAL EVALUATION PROCESS

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

Evaluation Criteria

1. Experience in detention center food preparation and laundry service including verifiable past performance of similar contracts (Reference page 26) (40 points)
2. Staff and use of existing personnel (Price Sheet Page 25) (10 points)
3. Proposal Cost (Price Sheet page 24-25) (50 points)

Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.

PAYMENT

Upon receipt and acceptance of goods and services a monthly invoice shall be submitted by the Firm to the County in accordance with proposed amount on Cost Sheet, pages 24-25 of contract.

INFORMATION REQUESTS

Requests for additional information relating to the scope of work, instructions, or general conditions of this bid should be directed to: Jeannie Sgroi (928) 402-8612, jsgroi@gilacountyaz.gov.

WALK THROUGH

There will be a mandatory walk through held Monday, May 11, 2015, 9:00 A.M., at the Gila County Globe Detention Center located at 1100 South St., Globe, Az.

INSTRUCTIONS TO BIDDERS

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 TAKE 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 Finance Department, from individuals and Firms 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 Firms 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 Firm 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 Firm. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Firms 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 Firm(s) to perform the Scope of Services as set forth in the Contract. Failure of any Firm 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 Firm(s) 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 Firm; if initialed, the County may require the Firm to identify any alteration so initialed.

Instructions to Bidders continued….

Amendments

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Firm(s) 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, May 14, 2015 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.

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

Late Proposals

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

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

Instructions to Bidders continued….

1. By signature in the offer section of the Offer and Acceptance page, Firm certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Firm has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Firm(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Firm's errors or omissions. Negligence in preparing an offer confers no right to the Firm unless the Firm discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER", Bid No., "032615", Date "MAY 18, 2015", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

6. The apparent successful Firms(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

General Terms & Conditions continued….

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 an example of the contract agreement to any Firm, 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 Firm's signature(s) appearing on page 32, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

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 Firm hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Firm in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Firm; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Firm 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 Firm 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 Firm.

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 Firm.

Bidder Award Agreement continued….

Contract Default

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

   1. If the Firm fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Firm 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 Firm shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Firm 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 Firm 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 Firm.

Cancellation of County Contracts

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

Termination of Contract

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

Bidder Award Agreement continued….

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

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

General

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

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Sheriff's Office to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this Invitation for Proposals to enter into a contract with a Correctional Food Service Provided to provide Food and Laundry Service, and Materials for the Gila County Detention Center.

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

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.**

1.2 Firm should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Firm shall review its Proposal submission to assure the following requirements are met.

- 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
- 1.5.2 Qualification and Certification Forms (page 22-23)
- 1.5.3 Price Sheet (page 24-25)
- 1.5.4 References List (page 26)
- 1.5.5 No Collusion Certification (page 27)
- 1.5.6 Intentions Concerning Subcontracting (page 28)
- 1.5.7 Legal Arizona Workers Act Compliance (page 29)
- 1.5.8 Waiver of Liability Release (page 30)
- 1.5.9 Checklist & Addenda Acknowledgment (page 31)
- 1.5.10 Offer Page (pages 32-33)

Minimum Specifications continued….

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Firm shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of four (4) years.

2.3 Per meal prices shall automatically be adjusted, up or down, on each anniversary of the Effective Date, according to the yearly unadjusted percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH shall be June of the immediately preceding year to June of the then-current year (the "Base Period"). For example, if on the anniversary date of the Effective Date of the yearly unadjusted percentage change in the "CPI-FAH" is 3.1, then each of the per meal prices shall be automatically increased 3.1 percent from the prices previously in effect on the anniversary date. Any cost adjustments must meet the Board of Supervisor's approval by an amendment to the contract prior to any such adjustment.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY: Gila County Sheriff's Office, 1100 South Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 **Evaluation of Proposal and Negotiations-**

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Firm shall be notified and shall not be afforded an opportunity to modify its Proposal

Minimum Specifications continued….

4.2 Negotiations with Individual Firms

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms 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 Firms, 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 Firms 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 Firm 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 Firm.
    b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause:

Firm shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm 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 Firm 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 Firm from and against any and all claims. It is agreed that Firm 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 Firm 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 Firm for the County.

Insurance Requirements:

The Firm 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 Firm, 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 Firm from liabilities that might arise out of the performance of the work under this contract by the Firm, his agents, representatives, employees or subcontractors and Firm is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Firm 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 Firm".**

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 Firm, including automobiles owned, leased, hired or borrowed by the Firm"**.

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

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

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

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	$_____

a. The bond or policy shall be issued with limits of 50% of the contract value or $50,000 - whichever amount is greater.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Firm.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**

e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

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

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

Insurance Provisions continued….

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, Contracts Administrator, 1400 E. Ash Street, 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 Firm from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Firm shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, Contracts Administrator, 1400 E. Ash Street, 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:** Firms' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Firm shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Reference List

Purpose

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

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

Contract Number 032615 Food and Laundry Service for Gila County Detention Center

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Firm:

   _____
   _____
   _____

2. Has Firm (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 Firm failed to perform in the narrative part of this Contract.

3. Has Firm (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 Firms 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 Firm (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Firm was terminated in the narrative part of this Contract.

5. Firm must also provide at least the following information:
   a. A brief history of the Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of 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 Firm 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. The subcontractors ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.
   g. Sealed list of equipment used in performing the services must accompany proposal.

Qualification & Certification continued….

6. **Firm 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 Firm Business License Number:** _____
(If Applicable)

8. Firm must provide copies of all required Arizona Certifications 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. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

Firm Name: _____ **Phone No.: _____**

FOOD SERVICE MEAL RATES			
Daily Meal Average	**Globe D.C. Meal Rates**	***Juvenile Meal Rates**	****Substation Meal Rates**
1 – 50 Meals	$ _____	$ _____	$ _____
51 – 83 Meals	$ _____	$ _____	$ _____
84 – 117 Meals	$ _____	$ _____	$ _____
118 – 150 Meals	$ _____	$ _____	$ _____
151 – 183 Meals	$ _____	$ _____	$ _____
184 + Meals	$ _____	$ _____	$ _____
Cost per one (1) Sack Lunch $ _____			

Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501

All meals shall be made at the Gila County Detention Center location in Globe.

*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

**Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.

Price Sheet continued….

LAUNDRY SERVICE RATES	
Items are listed as follows, but not limited to: ▪ Kitchen Supplies ▪ Cleaning Supplies ▪ Inmate Bedding ▪ Inmate Clothing	***WEEKLY RATE**
*Cost based on an average of 169 inmates per day.	$ _____

Intentions Concerning Staff: (10% of evaluation criteria) Describe your intentions concerning retention of existing staff. Weight will be given to bidders that intend to minimize turnover of existing staff or adequately explain how use of new staff will provide better service.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

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 also attach up to ten additional pages describing relevant experience.

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER, GILA COUNTY, BID CALL NO. 032615** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

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

_____
Name of Business

_____
By

_____
Title

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

_____ My Commission expires: _____
Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **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.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

WAIVER OF LIABILITY AND RELEASE FORM

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I _____ hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.

2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.

3. 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 officers, agents or employees of the Agency who conduct my background investigation.

4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.

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

6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.

7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

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

Read carefully before signing.

_____ _____
Signature Date

_____
Printed Name

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Firm 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:

REQUIRED DOCUMENT	**COMPLETED / EXECUTED**
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCES	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
WAIVER OF LIABILITY & RELEASE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2015

_____
Firm:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department, and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

Signature also certifies the Firms 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 Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center

Firm Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm _____ is now bound to provide the materials or services listed in RFP No.: 032615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 032615**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2015

_____
Michael A. Pastor, Chairman of the Board

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

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 specifciations 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 _____ Proposals X

Qualifications _____

REQUEST NUMBER

032615

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: Food & Laundry Service for Gila County Detention

Fund 1005 Dept No. 300 Program 442 Location _____ Account 4320.11 & 4320.12

Estimated Cost: $

INTENT

It is the intent of this solicitation to establish a contract with a contractor to provide food and laundry services for the Gila County Detention Center .

Signed: Justin M. Salberg
Elected Official or Department Head

Date 04/06/2015

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
	Department Receipt	3/30/2015	Placed on Agenda	4/4/2015
	Presented to Board	4/21/2015	Approved to Call	
	Delivered to Paper	4/22/2015	Paper Name	Arizona Silver Belt
	Advertised From	4/29/2015	To	5/6/2015
	Closing Date	5/18/2015	Bid Award Date	6/9/2015
	Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

ARF-3106 **Regular Agenda Item 2. I.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Submitted For: Steve Stratton, Director

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

Department: Public Works Division

Information

Request/Subject

Friends of Tonto Natural Bridge State Park Repairs Request

Background Information

The Friends of the Tonto Natural Bridge State Park (Friends) was organized in August 2009 to support the continued operation of the bridge when State budget cuts initially threatened closure of the park.

Evaluation

While the initial focus was for marketing/promoting the park, Friends have also determined maintenance requirements specifically with regards to the trails system in the park.

Conclusion

The Friends of Tonto Natural Bridge State Park requested the following priority items with regard to critical trail maintenance issues: 1) Guard rails - 18 pieces, various lengths 6 feet to 16 feet to total the 179 feet requested; 2) Railroad ties or guard rail posts - 19 four foot, 4 five foot, 6 six foot; and, 3) T-Posts - 52. Public Works reports that the County could meet this request except that the County does not have T posts that it could provide.

Recommendation

Public Works recommends selling for $1.00 the requested guard rail and guard rail posts. There is enough guard rail and guard rail posts to fulfill the request; however, there are no T-posts available. All guard rail and guard rail posts are located at the Star Valley Maintenance Yard. A.R.S. § 11-251(9) allows "[a] county, with unanimous consent of the board and without public auction," to "sell . . .any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state." A.R.S. § 11-259(58) allows the

County "[o]n unanimous consent of the board of supervisors, . . . [to] sell any county property pursuant to paragraphs 56 and 57 of this section at less than fair market value. . . for a specific purpose to any charitable, social or benevolent nonprofit organization incorporated or operating in this state." Friends of Tonto Natural Bridge State Park is a 501(C)(3) nonprofit organization.

Suggested Motion

Information/Discussion/Action to approve sale for $1.00 to the Friends of the Tonto Natural Bridge State Park, as follows: 1) guard rails - 18 pieces, various lengths 6 feet to 16 feet to total the 179 feet required; and, 2) railroad ties or guard rail posts - 19 four foot, 4 five foot, 6 six foot in order to improve and help maintain the Tonto Natural Bridge State Park.

(Steve Stratton)

Attachments

Friends of Tonto Natural Bridge State Park Letter of Request

March 27, 2015

Tommie Cline Martin
Supervisor District 1
610 E. Highway 260
Payson, AZ 85541

Dear Tommie,

The Friends of the Tonto Natural Bridge State Park was organized in August 2009 to support the continued operation of the Bridge. Several other Towns and the County also joined in this effort. As of this writing the Friends group are the only active participants in assuring the Bridge continues to be a major economic driver for Rim Country.

Our initial focus was for marketing/ promoting the park. For the most part we concentrated on assuring that the park would have adequate attendance to support a full opening schedule. As the attendance continued to grow we directed our attention to other areas which enhanced our guests visit. The crowning event was the signage which now graces the Park entrance as well as renovated and updated informational displays set aside $15,000 for concrete work to improve walkways and make overlooks more ADA assessable.

While we were working on keeping the Park open Mother Nature has been at work also. Our current goal is to address the major issues of the trail systems. Tetra Tec's Forrest Switzer and I completed a review of the trails and found them to be in major need of repair. We presented this to the Parks Staff. A special trails building volunteer group from Red Rock State Park joined us for an over view which identified ALL of the major maintenance requirements.

The Friends of the Tonto Natural Bridge State Park would like to request assistance in the rehabilitation of the trail systems to make them safer, more user friendly, and less prone to personal injury. We have a complement of volunteers ready to begin this work but need specific materials to complete our task.

When I first spoke to you about this project the trails group only gave me several items that they needed. Unfortonaly this was only for a couple of "critical areas." They have now given me a complete list of materials they will need to bring the trails up to a safe, and enjoyable outing for our guests. I am providing the complete list in hopes that you may be able to support us. Not all of the items are expected and anything you may provide will help. The one item they are most in need of is guard rail as it does not deteriate over time.

We are a 501(©) -3, ID Number 20-1196825, we are registered with the Arizona Corp. Commission,

Sincerely,

Vern Leis
Co-Chairman
Friends of the Natural Bridge

Friends of Tonto Natural Bridge State Park
P.O. Box 841, Payson, AZ 85547
www.tontonaturalbridge.org

Tonto Natural Bride Repairs
Wish List

Priority:

1. Guard rails – 18 pieces various lengths 6 feet to 16 feet. Total needed 179 feet.

2. Railroad ties or guard rail posts – 4 feet 19, 5 feet 4, 6 feet 6

3. T-Posts – 52

Contact Information:
Vern Leis
928-468-6300
928-951-3570 –Cell
33 E. Saddleback Trail
Star Valley, AZ 85541

ARF-3121 **Regular Agenda Item 2. J.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Jacque Griffin, Asst. County Manager/Librarian		
Submitted By:	Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District		
Department:	Asst County Manager/Library District		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015-June 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Establish employee contribution rates and benefit changes for employee and family coverage for FY 2016 for Arizona Local Government Employee Benefit Trust plans.

Background Information

Gila County joined Arizona Local Government Employee Benefit Trust (AZLGEBT) on July 1, 1999. AZLGEBT provides medical, prescription, dental, vision, disability and life insurance coverage, as well as a wellness program for eligible Gila County employees and dependents. Over the past 16 years there have been various changes and modifications to the plan and to the County's responsibility for administering of the plan. New and future changes mandated with Health Care Reform will continue to add layers of complexity to our administration of our self-insured trust.

In FY 2015, the AZLGEBT added a High Deductible Health Plan (HDHP), Health Savings Accounts (HSAs), and a buy up dental plan. Additionally, Gila County established one contribution rate for all employees, with the exception of freezing the lowest of the old rates (Tier I) for the ten employees at that rate at that time. It was determined that those ten employees would automatically move to the standard rate when their pay exceeded $21,611.20 per year.

For FY 2016, the cost of the health insurance premiums will increase approximately 2.25%, about $11 per month for employee only coverage and $24 per month for family coverage. AZLGEBT is also offering Flexible Spending Accounts (FSAs) to the plan options for FY 2016 to better serve the employees and covered dependents.

Evaluation

For the past several years, particularly during the five years (2010-2014) when there were no base salary across-the-board adjustments, Gila County absorbed the increases in premiums. The exception to that was in 2012, when all rates increased by $20 per month, with the opportunity for a $20 per month earned reduction for those employees who chose to participate in the Wellness Program's annual Health Risk Assessment (HRA). The actual result of restructuring of rates was that employee contributions either remained the same or went down.

For FY 2016, there will be no increases to deductibles or medical co-pays. Sharing the premium increase between the County and employees will limit the financial impact to both Gila County and the employees. While other government employers in the area have experienced 15% increases, the 2.25% increase in AZLGEBT speaks to how well managed the plan is. One of the cornerstones of a well managed plan is the shared cost between employers and employees.

AZLGEBT has added Flexible Spending Accounts (FSAs) which further expands the options and benefits to employees. The FSA package includes three types of FSAs.

- Full Purpose FSA - used for eligible medical expenses including dental and vision. This option is "tied" to the PPO plan and, by federal law, is not allowed for those in the HDHP plan. Maximum pre-tax dollars that can be deposited for 2015 are $2,550.
- Limited Purpose FSA- used for eligible dental and vision expenses only; can be used in conjunction with the HDHP plan and for those that have a Health Savings Account (HSA). Maximum pre-tax dollars that can be deposited for 2015 are $2,550.
- Dependent Care FSA- used for eligible dependent day care expenses. Maximum pre-tax dollars that can be deposited for 2015 are $5,000.

FSAs do not carry over balances from year to year, and are a "use it or lose it"' account. Employees make pre-tax contributions through payroll deduction, but there is no matching County contribution to FSAs. Gila County has had a vendor who has offered FSAs for a few years. With this addition to the plan, the vendor provided FSAs will no longer be available. With the continued complexities of health care, and the federal laws and regulations relating to FSAs, HSAs, HDHPs and the various limitations, providing both FSA and HSA accounts through one plan will limit the possibility that an employee will inadvertently choose plans that are not compatible or allowable.

Once again, Open Enrollment for the AZLGEBT plan will take place in May and will be a ''passive enrollment." Employees who wish to change their benefit selections or add other options will be able to make those changes during Open Enrollment. Unlike 2014, this will not be a "positive"' enrollment, where every employee has to reelect to receive coverage. HR will be providing information to all benefit eligible employees about Open Enrollment and informing and the new plan options. In addition, Gilsbar, Erin Collins and Associates and Smartben employees will be in Gila County holding informational meetings for employees on May 18 and 19, 2015, in both Payson and Globe. The final meeting schedule will be released later in April.

Conclusion

The additions and changes to the offerings with AZLGEBT will continue to allow Gila County to provide a very affordable benefit package to Gila County employees and their families. As health care continues to become more complex, AZLGEBT has continued to strategically expand options for members.

To remain fair and consistent with the employee contributions to the cost of premiums, sharing the increase is a prudent financial step for the County. Employees have received consumer price index (CPI) adjustments to their pay, and salary adjustments, which more than offset the proposed increases to employee contributions of $5 per month for employee only coverage, and $10 per month for family coverage. This proposed increase in employee contribution rates will also apply to the former Tier I employees (currently 3 employees) to keep rate differentials between the two groups even and fairly distribute the increases.

Adding FSA accounts as an option for employees within the AZLGEBT offerings will assist employees by limiting the possibility of an employee inadvertently choosing plans that are not compatible or allowed by health care laws, and simplifies the processes for employees when choosing various benefits.

Recommendation

Staff recommend the following :

- Increase employee contributions for medical insurance coverage by $5 per month for single coverage, and $10 per month for family coverage for both the Preferred Provider Organization (PPO) and the High Deductible Health Plan (HDHP). New combined rates will be $65 per month for employee only coverage, and $306 per month for family coverage, with a continuation of the $20 per month discount for allemployees who participate in the annual Health Risk Assessment (HRA). Increase former 'Tier 1' rates to combined rates of $55 per month for employee only coverage and $296 per month for family coverage with the continuation of the $20 per month discount for all employees who participate in the annual Health Risk Assessment (HRA). For FY 2016, there are three employees in this category. New employees hired after the HRA Screening dates will continue to receive the HRA reduction for the first year on the plan, until they have the opportunity to participate in the HRA Screening.
- Approve the addition of Flexible Spending Accounts (FSAs) to the plan options for Gila County employees beginning July 1, 2015.
- Reconfirm the Gila County base contribution rates for the Health Savings Account system (HSA) at $10 per month for single coverage and $25 per month for family coverage.
- Reconfirm the dollar-for-dollar matching contribution into the Health Savings Account system up to an additional $40 per month for single employee coverage, and $75 per month for family coverage.

Suggested Motion

Information/Discussion/Action regarding changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2015, as follows: 1) Adopt Schedule A - Employee Insurance Contributions FY 2016 (attached to the agenda item); and, 2) approve the addition of Flexible Spending Accounts to the insurance and benefit options available to employees through the Arizona Local Government Employee Benefit Trust. **(Jacque Griffin)**

Attachments

Schedule A Employee Insurance Contributions FY 2016

FSA Overview

Gila County Employee Insurance Contributions FY 2016

Effective 07-01-15

Single Coverage

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	59.00	29.50
Vision	2.00	1.00
Ameritas Dental Network	4.00	2.00
TOTAL	**65.00**	**32.50**
ANY Dental Network	7.10	3.55

Family Coverage

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	285.00	142.50
Vision	5.00	2.50
Ameritas Dental Network	16.00	8.00
TOTAL	**306.00**	**153.00**
ANY Dental Network	23.40	11.70

Health Risk Assessment participation results in a $20 per month ($10 per pay period) earned premium reduction.

INFORMATION REGARDING HEALTH SAVINGS ACCOUNTS – H.S.A.'S (WITH HDHP ONLY)

Single Coverage: Gila County will put $10 per month in an H.S.A account.
Gila County will match up to an additional $40 per month
Total possible contribution from Gila County per year - $600
Total new contribution limit into H.S.A. for 2015- $3,350 (additional carryover allowed)

Family Coverage: Gila County will put $25 per month into an H.S.A account
Gila County will match up to an additional $75 per month
Total possible contribution from Gila County per year- $1200
Total new contribution limit into H.S.A. for 2015 -$6,650 (additional carryover allowed)


Gilsbar

2015 FSA Overview

Arizona Local Government
Employee Benefit Trust
(AZLGEBT)
Margaret Martin



Flexible Spending Account (FSA) Webinar Agenda

1. FSA Basics
2. Election Maximums
3. Eligible Expenses
4. Using FSA Funds
5. IRS Regulations
6. Online & Mobile App Experience
7. Questions/Answers



Flexible Spending Account Basics

An FSA is an IRS regulated tax savings plan. Eligible healthcare and dependent care expenses can be paid for on a pre-tax basis when you contribute to an FSA.

- **Full Purpose FSA** – used for eligible medical expenses, including dental and vision. This option is "tied" to the PPO plan.
- **Limited Purpose FSA** – used for eligible dental and vision expenses only; can be used in conjunction with a Health Savings Account (HSA).
- **Dependent Care FSA** – used for eligible dependent day care expenses.

2015 Maximum Election Amounts

FSA elections are made at the beginning of the plan year; during open enrollment. The amount elected is deducted each paycheck on a pre-tax basis.

- Full Purpose FSA – $2,550 maximum annual plan year election
- Limited Purpose FSA – $2,550 maximum annual plan year election
- Dependent Care FSA – $5,000 maximum annual plan year election (this maximum is in addition to the limited or full election amounts)

Eligible Expenses

The IRS regulates what expenses are considered eligible. A full list of eligible items can be found on the IRS website (http://www.irs.gov/publications/p969/ar02.html), but some of the most common are:

Full Purpose:

- ✓ Dental Services
- ✓ Vision Services (including eye glasses, Lasik, contact lenses)
- ✓ Orthodontia
- ✓ Co-pays
- ✓ Deductibles
- ✓ Prescription drugs

Over-the-counter items are ineligible without a prescription.

Limited Purpose:

- ✓ Dental
- ✓ Vision

Dependent Care FSA (DCRA)

The Dependent Care FSA can be used to pay for eligible dependent day care expenses. The amount elected at the beginning of the plan year is deducted from each paycheck pre-tax.

- An eligible dependent is any person who can be claimed as a dependent for federal tax purposes and who:
  - Is under 13 years
  - Is over 13 years and is physically or mentally incapable of caring for themselves
  - A spouse who is physically or mentally unable to care for themselves
  - An elderly parent residing in the member's home and who is physically or mentally incapable of caring for themselves

- Dependent care providers must have a valid tax ID number and cannot be a spouse or dependent under 19.

Using FSA Funds

- A debit card is issued to any member who elects a Limited or Full Purpose FSA.
- Members can pay out of pocket and file a claim for reimbursement.
- FSA funds can be used in their entirety at the beginning of the plan year.
- The IRS requires substantiation on FSA expenses to ensure they are eligible. Members should always keep their receipts.

Using Dependent Care Funds

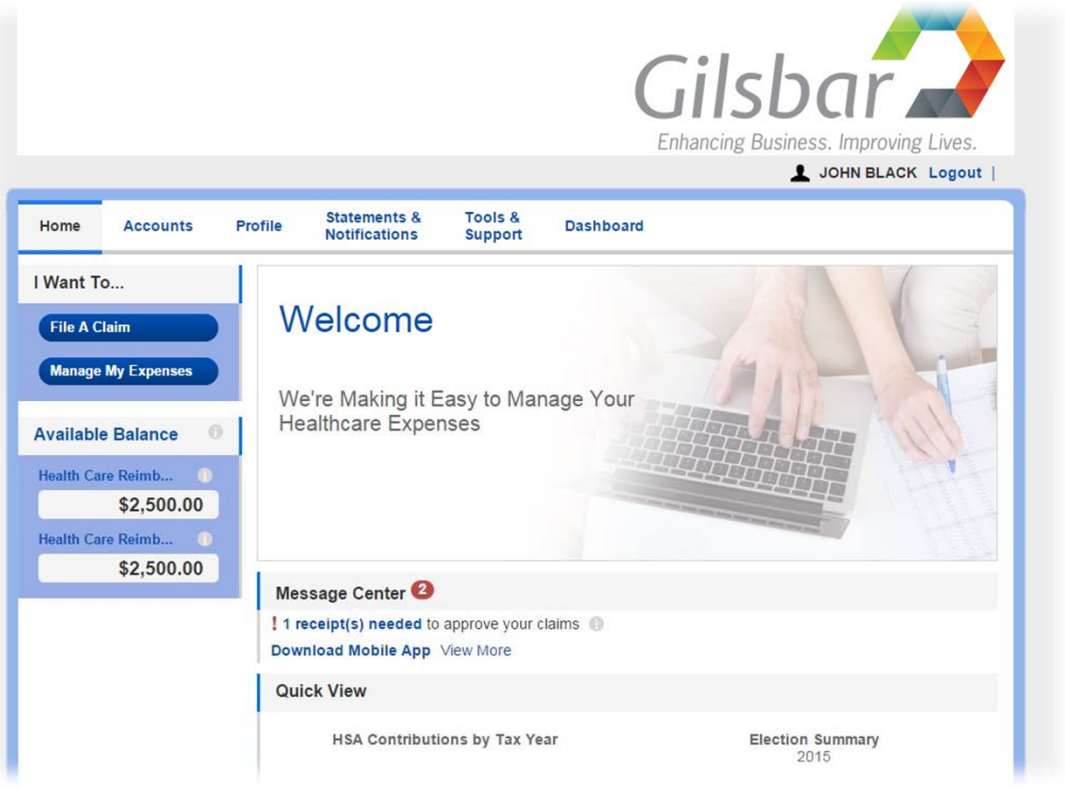
- As eligible expenses are incurred, members should complete a claim form and attach proof of payment from the day care for reimbursement.
- Reimbursement is made as funds are contributed; therefore, if a claim is submitted for more than is currently available, a portion of the claim will remain pending for reimbursement until additional funds are received through the next payroll deduction.

IRS Regulations

- Expenses must be eligible in order to use funds. Penalties could be applied by the IRS if funds are used inappropriately.
- Receipts should always be kept in the event substantiation is required.
- "Affidavits" for Dependent Care are not acceptable. A signed claim form and proof of payment must be presented for each DCRA reimbursement.
- Changes can only be made in conjunction with a qualifying event.
- Any funds that are NOT used by the end of the plan year (June 30) are forfeited. There is a 90 day filing limit for claims once the plan year ends.

Member Experience
the member portal

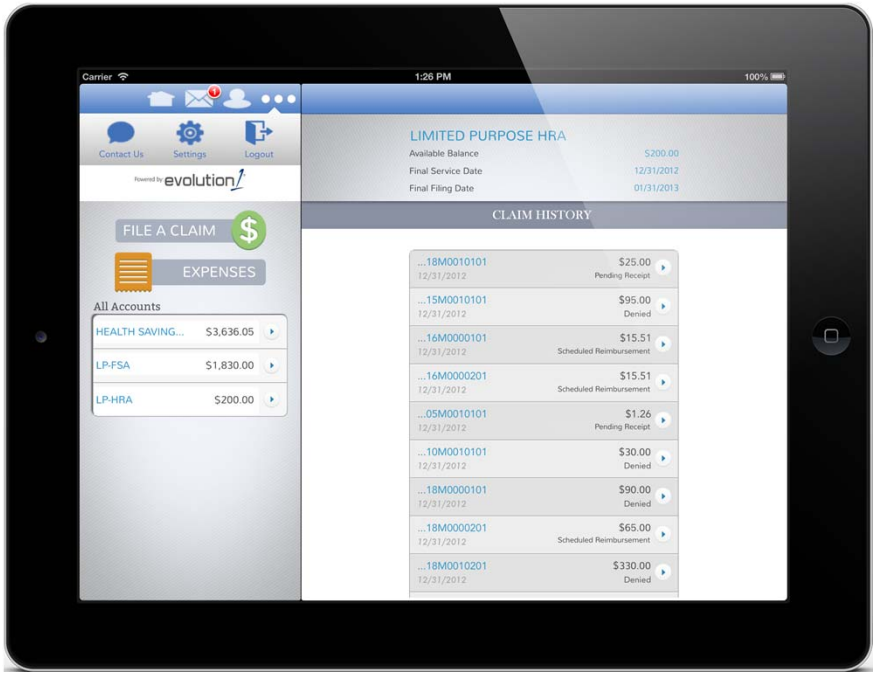
- Manage your account through www.myGilsbar.com

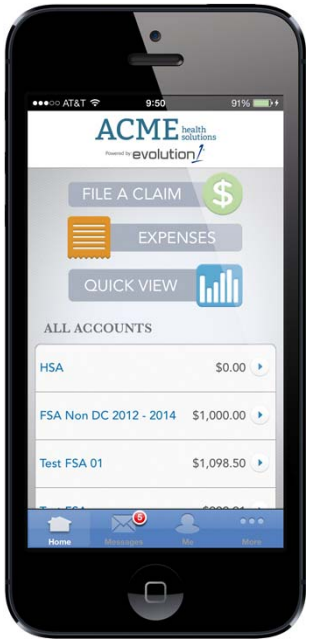


- Check FSA balances
- File new claims with receipt images
- View all account activity and receive alerts via text message
- Questions, contact Gilsbar @ 888.472.4352 or flex@gilsbar.com

Member Experience

the mobile app





- Check FSA balances on the go
- File new claims with receipt images using the mobile device's camera
- View all account activity and receive alerts via text message
- Questions, contact Gilsbar @ 888.472.4352 or flex@gilsbar.com

Gilsbar

Open Enrollment & Reminders

- ✓ Elections must be made during open enrollment in SmartBen.
- ✓ Changes in elections during the plan year can only be made in connection with a qualifying event.
- ✓ FSA elections must be made every plan year.
- ✓ “Use It or Lose It” program.

Questions?



ARF-3088 **Consent Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Kendall Rhyne, Court Administrator		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	7-1-14 to 6-30-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendments on Various Attorney Contracts for the Superior Court.

Background Information

On June 24, 2014, at the Board of Supervisors' Regular Meeting, the Board approved entering into professional services contracts for various attorneys who are utilized on an annual basis by the Superior Court in Gila County. All of the contracts were written with specific dollar amounts. As it is not possible to determine how many cases will be assigned to an attorney during the course of the contract term, the previous dollar amounts were based on history and pending litigations.

Evaluation

Five of the attorneys are nearing the original amount of their contracts, and there remains three months left on their contracts. In the Superior Court's efforts to ensure that adequate funds are available on the various attorneys' contracts, amendments have been issued to increase the contract amounts for five attorneys. These amendments will serve to increase the contracts amounts only if needed prior to their contract expiration date of June 30, 2015.

Conclusion

In order to continue the payment procedures of Gila County and to ensure that appropriate funds are available, if needed, to pay attorney invoices, staff feels it would be in the best interest of the County to approve the amendments to increase funds for the remainder of the contracts for five attorneys.

Recommendation

Staff recommends approval of the attached amendments to increase the contract amounts of various attorneys who are utilized by the Superior Court.

Suggested Motion

Approval of five separate Amendments to five separate Professional Services Contracts, which are between Gila County and various attorneys who are utilized by the Superior Court to increase the contract amounts in order to ensure that adequate funds are available through the remainder of the contracts, all of which expire on June 30, 2015.

Attachments

Amendment No. 1-Carrie Canizales
Amendment No. 2-Michael Bernays
Amendment No. 2-Jamie Myers
Amendment No. 2-Barry Standifird
Amendment No. 2-Tim Nelson
Legal Explanation

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-8

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 042614-8
LEGAL SERVICES

CARRIE CANIZALES

Effective June 24, 2014, Gila County and Carrie Canizales entered into a cojntract whereby Carrie Canizales agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract No. 042614-8 was issued for a not to exceed, without advance written authorization, amount of $38,000.00.

Amendment No. 1 to **Professional Services Contract No. 042614-8** is being issued to request an addition to the contract scope in the amount of Twenty Thousand dollars and no/00's ($20,000.00), ***if needed during the remainder of the term of the contract***, to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by $20,000.00 for a new total contract amount of Fifty-Eight Thousand dollars and 00/100's ($58,000.00).

All other terms and conditions of the original contract shall remain in full force and affect during the July 1, 2014 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

_____
Michael A. Pastor, Chairman of the Board

_____
Carrie Canizales, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 042614-1
LEGAL SERVICES

MICHAEL B. BERNAYS

Effective June 24, 2014, Gila County and Michael B. Bernays entered into a contract whereby Michael B. Bernays agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042614-1 was executed on September 17, 2014 to clarify and replace language contained in Section III-Compensation, Costs and Billing Procedures, and to clarify and replace language in C-1 Submission and Payment.

Professional Services Contract No. 042614-1 was issued for a not to exceed, without advance written authorization, amount of $92,076.00.

Amendment No. 2 to Professional Services Contract No. 042614-1 is being issued to request an addition to the contract scope in the amount of One Thousand Five Hundred and no/dollars ($1,500.00), ***if needed during the remainder of the term of the contract***, to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by $1,500.00 for a new total contract amount of Ninety Three Thousand Five Hundred Seventy-Six dollars and 00/100's ($93,576.00).

All other terms and conditions of the original contract shall remain in full force and affect during the July 1, 2014 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

_____
Michael A. Pastor, Chairman of the Board

_____
Michael Bernays, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-7

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 042614-7
LEGAL SERVICES

MYERS AND ASSOCIATES

Effective June 24, 2014, Gila County and Myers and Associates entered into a contract whereby Myers and Associates agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042614-7 was executed on October 22, 2014 to clarify and replace language contained in Section III-Compensation, Costs and Billing Procedures, and to clarify and replace language in C-1 Submission and Payment.

Professional Services Contract No. 042614-7 was issued for a not to exceed, without advance written authorization, amount of $47,000.00.

Amendment No. 2 to Professional Services Contract No. 042614-7 is being issued to request an addition to the contract scope in the amount of Twenty Thousand dollars and no/dollars ($20,000.00), ***if needed during the remainder of the term of the contract***, to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by $20,000.00 for a new total contract amount of Sixty-Seven Thousand dollars and 00/100's ($67,000.00).

All other terms and conditions of the original contract shall remain in full force and affect during the July 1, 2014 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

_____
Michael A. Pastor, Chairman of the Board

_____
Jamie Myers, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 042614-2
LEGAL SERVICES

BARRY A. STANDIFIRD

Effective June 24, 2014, Gila County and Barry A. Standifird entered into a contract whereby Barry A. Standifird agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042614-2 was executed on September 17, 2014 to clarify and replace language contained in Section III-Compensation, Costs and Billing Procedures, and to clarify and replace language in C-1 Submission and Payment.

Professional Services Agreement No. 042614-2 was issued for a not to exceed, without advance written authorization, amount of $114,981.00.

Amendment No. 2 to Professional Services Contract No. 042614-2 is being issued to request an addition to the contract scope in the amount of One Thousand Five Hundred dollars and no/dollars ($1,500), ***if needed during the remainder of the term of the contract,*** to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by $1,500.00 for a new total contract amount of One Hundred Sixteen Thousand Four Hundred Eighty-One dollars and 00/100's ($116,481.00).

All other terms and conditions of the original contract shall remain in full force and affect during the July 1, 2014 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

Michael A. Pastor, Chairman of the Bo

Barry A. Standifird, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 042514-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 042514-1
LEGAL SERVICES

TIMOTHY V. NELSON

Effective June 24, 2014, Gila County and Timothy V. Nelson entered into a contract whereby Timothy V. Nelson agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 042514-1 was executed on February 4, 2015 to clarify and replace language contained in Section III-Compensation, Costs and Billing Procedures, and to clarify and replace language in C-1 Submission and Payment.

Professional Services Contract No. 042514-1 was issued for a not to exceed, without advance written authorization, amount of $83,748.00.

Amendment No. 2 to Professional Services Contract No. 042514-1 is being issued to request an addition to the contract scope in the amount of One Thousand Five Hundred dollars and no/dollars ($1,500.00), ***if needed during the remainder of the term of the contract***, to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by $1,500.00 for a new total contract amount of Eighty-Five Thousand Two Hundred Forty-Eight dollars and 00/100's ($85,248.00).

All other terms and conditions of the original contract shall remain in full force and affect during the July 1, 2014 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

_____
Michael A. Pastor, Chairman of the Board

_____
Timothy V. Nelson, Attorney

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3047 **Consent Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date:	04/21/2015		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer, Sheriff's Office		
Department:	Sheriff's Office		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014 through June 30, 2016	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

FY2016 Drug, Gang, and Violent Crime Control Grant Application

Background Information

The Gila County Sheriff's Drug, Gang, and Violent Crimes Task Force (Task Force) has been in operation since its inception in 1988. Since 1988, Gila County has annually submitted a grant application to the Arizona Criminal Justice Commission (ACJC) for ACJC Drug, Gang & Violent Crime Control funds to be used for the Sheriff's Office Drug, Gang, and Violent Crimes Task Force. Each year the ACJC has awarded grant funds to Gila County to help the salaries and employment related expenses (ERE) of officers of the Task Force.

The mission of the Gila County Drug, Gang, and Violent Crimes Task Force is to protect life, property and the rights of individuals by using multi- agency efforts with participating agencies to reduce drug, gang and violent crime related investigations. The primary objective is to disrupt drug sales, interdict and dismantle drug trafficking and drug organizations as well as to promote education and awareness to the citizens of Gila County and to secure the welfare of the public; identify local gang affiliated members in conjunction with the Gang and Immigration Intelligence Enforcement Team Mission and the U.S. Marshall's Office and assist Gila County detectives with violent crimes such as homicides, abductions, and jail crime investigations.

On March 20, 2015, the Gila County Sheriff's Office electronically submitted the FY16 Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Grant Application in the amount of $547,411.00. The grant application had to be submitted online no later than March 20, 2015, at 3:00 p.m.

Evaluation

The ultimate initiative of the Gila County Drug, Gang and Violent Crimes Task Force is to protect life, property and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force. The source of the matching funds that are required will come from the County's General Fund.

The Sheriff's Office received notification of this grant opportunity just a few weeks ago. The deadline to electronically submit the grant application was March 20, 2015. The Sheriff's Office completed the grant application on March 20th; therefore, there wasn't sufficient time to present the application to the Board of Supervisors for approval before the application deadlines.

Conclusion

On March 20, 2015, the Gila County Sheriff's Office electronically submitted the FY16 Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Application in the amount of $547,411.00 for a performance period of July 1, 2015, through June 30, 2016, to provide salaries and employment related expenses for the Gila County Sheriff's Drug, Gang, and Violent Crimes Task Force. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors authroize the Gila County Sheriff's Office electronic submission of the FY2016 Drug, Gang and Violent Crime Control Grant Application to the Arizona Criminal Justice Commission to renew grant funding used for the salary and benefits of the Gila County Sheriff's Office Task Force.

Suggested Motion

Authorization for the Sheriff's Office electronic submission of a FY2016 Drug, Gang and Violent Crime Control Grant Application in the amount of $547,411.00 which includes a 25% match requirement, to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force.

Attachments

Grant Program Application

Application Created: 12:54 PM, 3/9/2015
Application Submitted: 2:50 PM, 3/20/2015

ACJC Grant Program:	Drug, Gang, and Violent Crime Control	
Period Title:	FY16 Cycle 29	
Project Title:	Gila County Drug, Gang, and Violent Crime Control Program (DGVCC	
Purpose Area:	A - Apprehension	
Is this a continuation request?	Yes	
Applicant Agency:	Agency Name:	Gila County Sheriff's Office
	Department Name:	Administration
	DUNS Number:	142370761
	AFIS Vendor ID:	18660004440
	AFIS Mail Code:	400
Participating Agencies:	Arizona Department of Public Safety Gila County Sheriff's Office Gila County Attorney's Office Globe Police Department Hayden Police Department Miami Police Department Payson Police Department San Carlos Apache Tribal Police Department San Carlos Apache Tribal Recreation and Wildlife Law Enforcement Division Tonto Apache Tribal Police Department United States Drug Enforcement Administration United States Forest Service Law Enforcement Division	
Authorized Official:		Shepherd, John A (Sheriff)
	Mailing Address:	PO Box 311 Globe, Arizona 85502
	Email:	ashepherd@gilacountyaz.gov
	Phone:	928-402-1873
	Fax:	928-425-5674
	Agency:	Gila County Sheriff's Office
	Department:	Administration
Project Official:		Baxley, Travis W (Commander)
	Mailing Address:	PO Box 311 Globe, Arizona 85502
	Email:	tbaxley@gilacountyaz.gov
	Phone:	928-473-7919
	Fax:	928-425-5674
	Agency:	Gila County Sheriff's Office
	Department:	Task Force

Project Mission Statement
Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes Task Force is a Multi-Agency/Multi-Jurisdictional Unit that conducts narcotic, gang and violent crime investigations. Our mission is to disrupt, interdict, and dismantle such offenses in order to reduce criminal activities inside and outside our communities. Through city, county, state and federal inter-agency collaborations, the Gila County Drug, Gang, and Violent Crimes Task Force focuses on identifying and initiating investigations on violent crimes and on individuals, gangs, organizations and cartels involved in cultivating, manufacturing, transporting, distribution, use and sale of marijuana, narcotic and dangerous drugs. Through this Multi-Agency effort, the task force has attained successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug, gang, and violent crimes.

Through the Multi-Agency collaboration of the task force training such as K-9, criminal interdiction, tactical SWAT clandestine lab entry, firearms tactics, defense tactics and marijuana cultivation is provided. The task force initiates investigations, provides assistance, resources, and intelligence to all requesting agencies. The task force partners with various community organizations and provides school and public K-9 demonstrations along with educational programs throughout Gila County, Pinal County, the San Carlos Apache Reservation as well as the Tonto Apache Reservation. The task force focus is to protect life, property, and the citizens within our communities and surrounding areas.

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

With approximately 54,000 people Gila County covers approximately 4,760 square miles, with 56 % of Gila County being federal forest and state land. The sparse population has a small tax base therefore limiting resources. The terrain is comprised of both high desert, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

The nexus that Gila County has to Mexico is that it is a major corridor in Arizona for illegal human and drug trafficking from its borders. According to the United States Drug Enforcement Administration, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican marijuana, methamphetamine, cocaine, and heroin being smuggled into domestic cities throughout the United States. Gila County has identified four (4) major drug corridor routes: U.S. Highway 60 from Phoenix through the State of New Mexico, U.S. Highway 70 from Lordsburg, New Mexico to Interstate 40, State Route 77 from Tucson to Interstate 40, and State Route 87 from Phoenix to Interstate 40. Phoenix, Tucson, Lordsburg, and other metropolitan areas are in close proximity to Gila County and have been deemed distribution centers for Mexico, Columbia, and Asian countries.

The Tonto National Forest is very conducive to the cultivation/distribution of marijuana due to its abundant water supply, elevation, vast remote forest lands, and dense vegetation making aerial surveillance difficult. Marijuana grow sites that we have encountered are generally at the bottom of steep ravines, with no direct trails that lead into the grow sites. These factors have made the Tonto National Forest the seventh largest outdoor marijuana grow cultivation site in the United States. The primary suspects found in grow sites, sales; distribution and smuggling are undocumented aliens which is indicative of large drug organizations/DTO inside and outside of the United States. Generally a language barrier is encountered when identifying the suspects. The grow sites also have a direct impact on public safety; suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally have stumbled upon or near a grown site. Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush, the use of fertilizers and pesticides, processing and packing materials, and human waste/garbage. During FY13/14 the collaboration between the Gila County Drug, Gang, and Violent Crimes Task Force, Phoenix P.D., D.E.A. Arizona D.P.S. , the United States Forest Service, the Bureau of Indian Affairs and the San Carlos Apache Recreation and Wildlife Law Enforcement Division disrupted/dismantled one major drug trafficking organization operating out of Mexico, California, and Arizona.

The San Carlos Apache, Tonto Apache and White Mountain Apache Reservations pose a great challenge to law enforcement as it relates to the inability to enforce laws, gather intelligence on drug trafficking and gang activities, and utilization of resources to suppress criminal activities traveling through and into our communities. The Gila County Drug, Gang, and Violent Crimes Task Force has collaborated with the tribal police agencies assisting and sharing case information as well as working on the indoor/outdoor marijuana cultivation investigations.

The Gila County Drug, Gang, and Violent Crimes Task Force have seen an increase in the amount of gang activity connected back to the gang affiliations in Gila County. An example of this is the strong representation of outlaw motorcycle gangs such as the "Loners", the "Loose Cannons", the "Huns", the "Wolves", the "Hell Angels" and the "Mongols" in Gila County. Intelligence shows that a "Hell Angels" associate has purchased property in northern Gila County as a hidden owner for the outlaw motorcycle gang. Additionally the

"Loners", the "Loose Cannons", and the "Wolves" motorcycle members are actively being used by the "Hell Angels" to recruit new members. Intelligence also shows that that the "Loners" have become hidden owners in a local business in southern Gila County. Recent collaborated intelligence has the "Mongols" moving into Gila County to open a club house and purchase property in Southern Gila County. It has been well published the outlaw motorcycle gangs are involved in distribution of illegal drugs and have used violence as part of the criminal enterprises. Another example of gang affiliation involves the collaboration of the task force and the Gila County Sheriff's Office in two separate violent criminal investigations. These cases involved suspects from the "East Side Globe Crips" and "Sangre Marron" which have ties to the Mexican Mafia prison gang. We are finding that these gangs are starting to have a heavy presence in the Gila County area. In comparison to FY13/14 Gila County Drug, Gang, and Violent Crimes Task identified (35) gang members of this affiliation, but in FY14/15 as of March 2015 (17) gang members of this affiliation were identified. Even those this shows a decrease in the number of gang members identified due to most of the members identified have been incarcerated in adult and juvenile facilities.

Gila County has had a 2313% increase in the amount of methamphetamine seized, 4895% increase in the amount of cocaine seized, and 238% increase in the amount of prescription drugs seized, along with a 121% increase in drug cases involving weapons. The following statistics below will reflect this:

March 22, 2013, through March 21, 2014, the Task Force conducted 226 drug related arrest and 127 other arrest. During this time 12,746 marijuana plants were seized and eradicated which equates to 19,119 pounds of marijuana at one and half pounds per plant. At approximately $850.00 per pound, the street value is $16,251,150.00. Related statistical data is as follows:

Marijuana (132.87) pounds
Methamphetamines (565.62) grams
Heroin (238) grams
Cocaine (15.1) grams
Psilocybin Mushroom (10) grams
Prescription drugs (182) dosages
Interdiction stops (2009)
Drug Presentations (27) with (1729) attendees
Undocumented aliens detained (18)
Agency assists (549)
Knock and talks (105)
Search warrants (29)
Weapons seized (23)
Cash seized ($13,932.00)
Vehicles seized (14)
Warrant roundups (21)

March 22, 2014, through March 20, 2015, the Task Force conducted 255 drug related arrest and 112 other arrest. During this time 115 marijuana plants were seized and eradicated which equates to 172.5 pounds of marijuana at one and half pounds per plant. At approximately $850.00 per pound, the street value is $146,625.00. Related statistical data is as follows:

Marijuana (119.50) pounds
Methamphetamines (13,432.77) grams
Heroin (120.6) grams
Cocaine (754.3) grams
Hashish (340.2) grams
Psilocybin Mushroom (9.5) grams
Prescription drugs (615.5) dosages
Drug Paraphernalia (550) items seized
Interdiction stops (1736)
Drug Presentations (10) with (845) attendees
Undocumented aliens detained (34)
Agency assists (453)
Knock and talks (233)
Search warrants (52)
Weapons seized (31)
U.S. currency seized ($10,495.00)
Vehicles seized (8)
Warrant roundups (68)
Stolen Vehicle recovered (1)

Gang members identified (18)

The Gila County Drug, Gang, and Violent Crimes Task Force conducted criminal interdiction details on the four major drug corridor routes: U.S. Highway 60, U.S. Highway 70, State Route Highway 77 and State Route Highway 87. The task force conducted 1134 interdiction stops and arrested 285 suspects during the interdiction details.

As a community based program, the Gila County Drug, Gang, and Violent Crimes Task Force coordinated with the "Crossing Hospice" Care Center to try to curtail the availability of pharmaceutical narcotic prescription drugs. This collaboration of taking for destruction the narcotic drugs left behind by deceased individuals curtails the availability of drug reaching the street.

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes Task Force is overseen by a three member Task Force board consisting of the Gila County Sheriff, the Director of the Arizona Department of Public Safety and the Gila County Attorney. The Gila County Sheriff's Office is the umbrella agency and handles the administrative and financial operations of the Task Force. It is comprised of a Task Force Commander, a Sergeant, and six detectives to include two K-9 units which are based out of Globe and Payson. The Gila County Attorney's Office has a prosecutor assigned to all the cases maintaining a strong working relationship. The Task Force serves an approximate population of 54,000 people encompassing approximately 4,760 square miles.

The Task Force coordinates efforts with the Arizona Department of Public Safety, Gila County Sheriff's Office, Gila County Adult and Juvenile Probation, Globe Police Department, Miami Police Department, Hayden Police Department, Payson Police Department, San Carlos Apache Tribal Police Department, San Carlos Apache Recreation and Wildlife Law Enforcement Division, Tonto Apache Tribal Police Department, the United States Forest Service and the United States Marshall's Office in conducting warrant roundups for drug and violent crime offenders. In addition, the Task Force coordinates with Community Bridges, the Gila County Attorney's Office, the Boys and Girls Club, Community Civic Organizations, The Gila County and San Carlos School Districts in providing drug awareness and K-9 demonstrations throughout Gila County, Pinal County, the San Carlos Apache Reservation and the Tonto Apache Reservation.

In collaboration with law enforcement officers from the Arizona Department of Public Safety, Gila County Sheriff's Office, Globe Police Department, Hayden Police Department, Miami Police Department, Payson Police Department, Phoenix Police Department, the United States Drug Enforcement Administration, the United States Forest Service, the San Carlos Apache Tribal Police Department, the San Carlos Apache Recreation and Wildlife Law Enforcement Division and the Tonto Apache Tribal Police Department conducts criminal interdiction/saturation details of the major drug corridor routes consisting of U.S. Hwy 60 and 188 and State Routes 70, 77 and 87. The daily operations include north and southbound interdiction efforts dictated by actionable intelligence and focuses on arrest operations, prosecutions, and appropriate civil sanctions.

Education is a key component in curbing the use of illicit drugs by providing drug awareness education to the communities. The Task Force coordinates with the school districts, Community Bridges, Boys and Girls Clubs of America, and the Arizona Youth Partnership to reach both adult and juvenile populations. Through these collaborated efforts the task force raises awareness of substance abuse education on marijuana, methamphetamines, cocaine, heroin, prescription medication, substance-abuse prevention, treatment programs and programs offered through law enforcement and the criminal justice system within our communities.

The Task Force has collaborated with the Crossing Hospice Care Center since 2011, picking up narcotic medications from patients that have recently passed away. In prior investigations, the Task Force found that the narcotic medications of the deceased patients were ending up on the streets. The Task Force is continuing the collaborative efforts in collecting and destroying the prescription medications.

The Task Force is an important and unique entity within Gila County because the Task Force brings intelligence, law enforcement agencies, tools, and needed personnel together to complete and prosecute cases that would otherwise go uninvestigated. The Task Force is an aggressive entity that takes charge of investigations dealing with the enforcement of drug, gang, and violent crimes. The Task Force leads this effort by working with every law enforcement officer in Gila County. For example, the Task Force responds to the

investigative needs of the Hayden Police Department, Globe Police Department, Miami Police Department, the San Carlos Apache Tribal Police Department, the San Carlos Apache Recreation and Wildlife Law Enforcement Division and the Tonto Apache Tribal Police Department due to the absence of criminal investigators in their agencies. Additionally the Task Force coordinates with the Payson Police Department's personnel in conducting their investigations.

As reported in the 2014 EDGE report (page 37-40) the following were Gila County's quarterly highlights:

- The Gila County Drug, Gang, and Violent Crimes Task Force and the Globe Police Department received information about illegal drug and gang activity at a residence in Globe. In a collaborated effort between various law enforcement agencies and prosecution agencies, a search warrant was conducted at the residence. During the search, 13.7 grams of methamphetamine, four weapons and four security systems along with numerous items of drug paraphernalia were seized. During the course of the investigation, evidence of gang activity was seized that had connections back to the New Mexican Mafia and the East Side Globe street gang. As a result of the investigation, six suspects were arrested.

- The Gila County Drug, Gang, and Violent Crimes Task Force, in collaboration with various law enforcement and tribal agencies conducted a raid on an outdoor marijuana cultivation site on the San Carlos Apache Indian Reservation. This had been an ongoing investigation since 2011. During the raid operations 9,967 marijuana plants were seized and eradicated with a street value of $14,500,500.00. Evidence in the marijuana cultivation site linked the grow site to a Mexican Drug Trafficking Organization out of the Phoenix area.

- The Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort with the Gila County Attorney's Office, the Gila County Sheriff's Office, the Globe Police Department and the San Carlos Apache Recreation and Wildlife Department, conducted an investigation related to the distribution of methamphetamines from a residence in Globe. A field interview with three suspects that were at the residence, led to the seizure of 18 grams of methamphetamines. After the interview, a search warrant was executed at the residence and 11.3 grams of methamphetamines, two weapons, $800 and numerous surveillance systems were seized. Five suspects were arrested for various drug, weapons, and money laundering charges along with charges for child abuse.

- During a traffic stop, a drug detection canine from the Gila County Drug, Gang, and Violent Crimes Task Force conducted a drug sniff of the vehicle; 7,771.7 grams of methamphetamines and 57 grams of cocaine were seized along with $560 and a vehicle. The methamphetamines had a street value of $777,170.00 and the cocaine had a street value of $5,700.00. Information from the traffic stop was passed on to the Drug Enforcement Administration and Sheriff's Office in another state, where the drugs were being delivered to.

The Gila County Drug, Gang and Violent Crime Task Force have developed a sustainability plan in the event of changes with financial impact to the life of the grant project. The long term vision of the Gila County Drug, Gang and Violent Crime Task Force is to branch into a larger multi-agency task force, with more federal agency partnerships, and to include an assigned analyst. The sustainability plan includes learning to identify new funding streams from within our collaborative partnerships to augment related expenses of the grant project. All practices of the Task Force are evaluated monthly, in terms of financial impact and importance to the program operation and its overall success. This is done to identify future improvement, and monitor budget line items. Personnel in the grant have received continuous training from AZ POST and other outside agencies which is critical in the sustainability of the grant project.

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

Apache County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Apache County Accent - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Apache Junction Police Department - - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that

may be conducive to furthering cases involving drug, and warrants

Chandler Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. K-9 training is also coordinated between Chandler Police Department and the Task Force

Coolidge Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, and warrants.

Gila County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and promotes the legal interest of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities. The Gila County Attorney's Office handles all prosecutions, asset forfeiture and contracts to suspects used in case investigations along with legal opinions in coordination with the Task Force on case investigations.

Gila County Attorney's Office Diversion Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates knock and talks and search warrants activities during their home diversion visits of suspects on the diversion program.

Gila County Adult Probation Department – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with probation personnel on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity.

Gila County Juvenile Probation Department – The Gila County Drug, Gang, and Violent Crimes Task Force K-9 Unit collaborates with the detention staff on random K-9 narcotic sniffs of the detention center and juvenile housing areas.

Gila County Sheriff's Office – The Gila County Drug, Gang, and Violent Crimes Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug abuse and drug accessibility in the communities to help define which areas the Task Force needs to focus on for future programs and investigations.

Gilbert Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Glendale Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Globe Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Globe Police Department is an active participant in daily case investigations.

Globe Fire Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts in K-9 training and certification for their Arson K-9 program.

Graham County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Hayden Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Maricopa County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Mesa Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Miami Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Miami Police Department is an active participant on daily case investigations.

Navajo County Sheriff's Office- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Navajo County MCAT- The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that may be conducive to

furthering cases involving drug, warrants and marijuana cultivation.

Payson Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Payson Police Department is an active participant on daily case investigations.

Pima County Sheriff's Department – - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Pinal County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Pinal County Sheriff's Office -- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Phoenix Police Department Narcotics/Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force join forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation, and drug activity in the Phoenix metropolitan area with a nexus to Gila County. The Phoenix Police Department is also an active participant on a daily case investigation.

Phoenix Police Department Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force teams up with the Phoenix Police Department Fugitive Task Force with intelligence on wanted suspects that have a nexus to the Gila County area.

Show Low Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Snowflake/Taylor Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Superior Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Yavapai County Sheriff's Office- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Yavapai County PANT- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

State Agencies

Arizona Attorney General's Office Asset Forfeiture Unit - The Gila County Drug, Gang, and Violent Crimes Task Force works in partnership with Arizona Attorney General Forfeiture Unit in processing asset forfeiture cases that may not be able to be handled at the county level.

Arizona Department of Child Protective Services - The Gila County Drug, Gang, and Violent Crimes Task Force works in cooperation with the Arizona Department of Child Protective Services in Gila County to facilitate their case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere.

Arizona Department of Corrections Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates intelligence on gang members in the Gila County areas well as suspect(s) housed in the Gila County Sheriff's Jail and/or the Arizona Department of Corrections Prison Globe Complex.

Arizona Department of Public Safety Highway Patrol Division Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US Highway 60, US Highway 70, State Route 77, State Route 87, State Route 188 and State Route 288.

Arizona Department of Public Safety GITEM Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any indentified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Jail and/or the Arizona Department of Corrections Globe Prison Complex.

Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division Services - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force, D.E.A., and the Arizona Department of Public Safety reference to meth lab investigations. The Task Force also provides

instruction on clandestine meth lab entries during the Arizona Department of Public Safety SWAT School. The Arizona Department of Public Safety is also an active participant on daily case investigations.

HIDTA-Phoenix Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates' information gathered on any criminal activity in and outside of the Gila County area.

RISSAFE Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates' information gathered on any criminal activity in and outside of Gila County area.

Out of State Agencies

Alamogordo Police Department, Alamogordo, New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Bernalillo County Sheriff's Office, Albuquerque, New Mexico- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Cincinnati Police Department, Cincinnati Ohio- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Durango Police Department, Durango Colorado- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Hoke County Sheriff's Office, Hoke County, North Carolina- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Kansas- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Missouri- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Otero County Sheriff's Office, Alamogordo, New Mexico- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Otero County District Attorney's Office, Alamogordo, New Mexico-The Gila County Drug, Gang and Violent Crimes Task Force collaborates with intelligence, expert testimony, involving cases that involve suspect from their area.

Federal Agencies

Alliance to Combat Transnational Terrorism – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, human trafficking interdictions, and controlled drug deliveries that have a nexus to the United States/Mexico border

Arizona HIDTA – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence and dissemination of secure, accurate and timely intelligence

Arizona HiDTA/Domestic Highway Enforcement- The Gila County Drug, Gang, and Violent Crimes Task Force provides support in a collaborated effort in criminal interdiction operations/initiatives and provide the intelligence data to enhance the efforts to target and interdict smuggling and transportation operations

Bureau of Indian Affairs Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Drug Enforcement Administration - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the D.E.A during marijuana cultivation/eradication investigations.

San Carlos Apache Tribal Police Department, San Carlos, Arizona- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

San Carlos Apache Recreation and Wildlife Law Enforcement Division, San Carlos, Arizona- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

Tonto Apache Tribal Police Department, Payson, Arizona – The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gang, warrants and marijuana cultivation

White Mountain Apache Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

Alcohol, Tobacco, Firearms and Explosives Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence sharing reference to ongoing and current trends in weapon violation, explosive violations and case law. They also provide ongoing K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Task Force and the Gila County Sheriff's Office.

United States Border Patrol - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Border Patrol with intelligence on border crossing suspects and providing training on clandestine labs.

United States Forest Service - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Forest Service during marijuana cultivation/eradication investigations

United States Immigration and Customs Enforcement - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate with I.C.E. Agents on undocumented alien detention, intelligence, and identification.

United States Marshall's Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Fugitive Task Force in tracking down wanted suspects and intelligence on subjects who may be associated.

Schools

The Gila County Drug, Gang, and Violent Crimes collaborates with all the schools listed in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband on a continuing basis.

Charles Bejarano Elementary School, Miami, Arizona
Copper Rim Elementary School, Globe, Arizona
Destiny Elementary School, Globe, Arizona
Globe High School, Globe, Arizona
Hayden Elementary School, Winkleman, Arizona
Hayden Junior High School, Winkleman, Arizona
Hayden High School, Winkleman, Arizona
High Desert Junior High School, Globe, Arizona
Lee Kornegay Junior High School, Miami, Arizona
Liberty High School, Globe, Arizona
Miami High School, Miami, Arizona
Tonto Basin Elementary School, Tonto Basin, Arizona
Payson High School, Payson, Arizona
Pine/Strawberry Elementary/Middle School, Pine, Arizona
San Carlos Apache Junior High School, San Carlos, Arizona
San Carlos Apache High School, San Carlos, Arizona
St. Charles Parochial School, San Carlos, Arizona
Young Elementary, Middle, High School, Young, Arizona

Other Organizations

Arizona Public Service, Globe, Arizona - The company provides the Gila County Drug, Gang ,and Violent Crimes Task Force with information on possible drug activity they may become aware of during their call for service.

Cobre Valley Regional Medical Center, Globe, Arizona - This local hospital provides patients with resources on drug abused as well as insight to the Task Force about what sorts of drugs they are seeing patients deal with.

Community Bridges Drug, and Alcohol Rehabilitation Globe and Payson, Arizona- This organization collaborates with the Task Force in providing educational efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during drug awareness presentations to help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in our communities and how accessible the drugs are.

Freeport McMorhan Copper and Gold Mine, Miami, Arizona - The Gila County Drug, Gang and Violent Crimes Task Force provides drug

awareness training and K-9 detection training/drug sniff for any contraband in their facility upon request.

Payson Regional Medical Center, Payson, Arizona - This local hospital provides patients with resources on drug abused as well as insight to the Task Force about what sorts of drugs they are seeing patients deal with.

Southwest Gas Company, Globe, Arizona - The company provides the Gila County Drug, Gang and Violent Crimes Task Force with information on possible drug activity they may become aware of during their call for service.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

In February 2014, the Gila County Drug, Gang, and Violent Crimes Task Force received intelligence from the Apache Junction Police Department reference to a rash of recent armed robberies of convenience stores in the Apache Junction, Mesa, Tempe and Scottsdale area. Through a collaborated effort in intelligence sharing, the Gila County Drug, Gang, and Violent Crimes Task Force along with the Apache Junction Police Department conducted a surveillance detail and located and arrested one suspect at a business in the Roosevelt Lake area for several counts of Armed Robbery.

In April of 2014, the Gila County Drug, Gang, and Violent Crimes Task Force canine unit assisted the Tonto Apache Tribal Police Department with a drug investigation at the Matazal Casino. During the investigation, (38) grams of methamphetamines, (7) grams of marijuana, (3.25) grams of heroin , various items of drug paraphernalia along with $1,983.00 in U.S. currency seized. (4) Four suspects were arrested for various drugs and money laundering charges.

In June of 2014, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort between the Gila County Sheriff's Office and the Payson Police Department responded to an unknown type of domestic violence call. During the investigation, indicators of an indoor marijuana cultivation were observed. A search warrant was conducted and 20 marijuana plants were seized along with numerous items of drug paraphernalia. The marijuana had a street value of $18,275.00. (2) Two suspects were arrested on various drug charges.

In August of 2014, the Gila County Drug, Gang, and Violent Crimes Task Force in collaboration with the Arizona Department of Public Safety conducted a traffic stop on a vehicle on Highway 60. A task force canine alerted to the presence of a drug odor from the vehicle. During the search of the vehicle, a false compartment was located and (102) pounds of marijuana was located. The marijuana had a street value of $86,700.00. The marijuana and the vehicle were seized and two suspects were arrested on drug charges. Information from the investigation was passed onto the Drug Enforcement Administration and the drug task force in the state that the marijuana was being transported to.

In August of 2014, the Gila County Drug, Gang, and Violent Crimes Task Force in collaboration with the Arizona Department of Public Safety conducted a traffic stop on a vehicle on Highway 87. A task force canine alerted to the presence of a drug odor from the vehicle. During a search of the vehicle, (6) six pounds of methamphetamines and (7.3) grams of cocaine were located. The methamphetamines

had a street value of $326,880.00 and the cocaine had a street value of $511.00. The methamphetamines and cocaine along with the vehicle were seized. (2) Two suspects were arrested on various drug charges. The information from the traffic stop was disseminated to the Drug Enforcement Administration along with a drug task force unit in the state the drugs were being delivered to.

In October 2014, the Gila County Drug, Gang, and Violent Crimes Task Force in collaboration with the Arizona Department of Public Safety conducted a traffic stop on a vehicle on Highway 87. A task force canine alerted to the presence of a drug odor from the vehicle. During a search of the vehicle (2) two pounds of methamphetamines was located in a hidden compartment inside the vehicle. The methamphetamines had a street value of $91,200.00. The methamphetamines and the vehicle were seized and the suspect was arrested for various drug charges. The information from the traffic stop was disseminated to the Drug Enforcement Administration along with a drug task force unit in the state the drugs were being delivered to.

In November 2014, the Gila County Drug, Gang, and Violent Crimes Task Force in collaboration with the Navajo County Sheriff's "MCAT" Task Force through intelligence sharing, conducted an investigation in a drug trafficking organization in Southern Gila County. In a coordinated effort between the Gila County Drug, Gang, and Violent Crimes Task Force, Navajo County Sheriff's "MCAT" Task Force, the Gila County Sheriff's Office, the Gila County Attorney's Office, the Globe Police Department, the Miami Police Department, the San Carlos Apache Tribal Police Department and the San Carlos Apache Recreation and Wildlife Law Enforcement Division two search warrants were executed on two different residences. During the investigation (45.8) grams of methamphetamines, (3.7) grams of marijuana, (3) narcotic prescription pills along with numerous items of drug paraphernalia were seized. The methamphetamines had a street value of $4,580.00. (12) Twelve suspects were arrested on various drug and child abuse charges.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each detective on a task force generated "Alliance Report" form. The "Alliance Report" has the pertinent information from the case investigation along with the information as to the suspect(s) and any type of illicit drug, property, weapons or U.S. currency that is seized. Each "Alliance Report" also has a narrative as to the investigation. The hand counted information will be summarized onto a monthly report and the monthly reports will be reported back to the Arizona Criminal Justice Commission in an on-line quarterly report.

The Gila County Drug, Gang, and Violent Crimes Task Force personnel will meet monthly to discuss the statistical data to be reported and where that data stands with our goals and objectives to interdict, assist, initiate and prosecute cases. Also during these meetings, informant case status will be discussed to determine if any new informants are being utilized or the need to deactivate old informants due to inactivity.

The Gila County Drug, Gang, and Violent Crimes Task Force, in collaboration with community civic organizations, evaluate the drug awareness presentations by taking surveys from the different groups that receive presentations. The Community Bridges Drug and Alcohol Rehabilitation in coordination with the Gila County Drug, Gang, and Violent Crimes Task Force will continue providing an alternative for suspects such as rehabilitation, in lieu of prosecution in the courts when the situation is feasible, as well as conducting presentations. The Task Force personnel will document all the information received and the number of attendees which is documented on Task Force Alliance Report forms.

Goal: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
1.1 Increase Arrest for importing/transporting of illicit drugs.	%	25	Number of arrest for transport/import of drugs
1.2 Increase arrests for the distribution of illicit drugs	%	25	Number of arrests for distribution/sale of drugs
	%	45	Number of arrests for buying and receiving drugs
1.3 Disrupt methamphetamines labs	%	70	Number of methamphetamine related investigaitons
	%	1	Number of clandestine labs seized
	%	1	Number of methamphetamine dump site discovered
	%	1	Number of methamphetamine sites referred from mitigation/cleanup
1.4 Eradicate marijuana grows	%	12	Initiate investigations and arrests on suspects cultivating
	%	5	Number of indoor marijuana grows
	%	10	Number of outdoor marijuana grows
1.5 Disrupt or dismantle drug trafficking organizations	%	6	Number of D.T.O.'s disrupted
	%	5	Number of D.T.O.'s dismantled
1.6 Arrest members of criminal	%	30	Number of arrest of criminal street gang members
1.7 Increase arrest for prescription drug sale	%	10	Number of arrests for distribution/sale of prescription drug
	%	25	Number of arrest for buying and receiving prescription drugs

Goal: Strengthen collaborative partnerships between federal, tribal, state, local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
2.1 Conduct coordination or collaboration activities with other agencies	%	20	Number of deconfliction events
	%	10	Number of tips/leads referred to other task force
	%	2	Number of counter terrorism referrals
	%	10	Number of drug-endangered child referrals or calls to Arizona Department of Child Safety
	%	50	Number of drug interdiction activity assists
2.2 Conduct intelligence-driven collaborative investigations	%	15	Number of intelligence-driven collaborative investigations
	%	15	Number of intelligence-driven investigations resulting in arrests
	%	15	Number of intelligence-driven investigations resulting in drug seizures

Goal: Coordinate training/education programs with the partnerships between federal, tribal, state, local law enforcement, prosecutorial agencies, commu
nity organizations and educational facilities.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
3.1 Conduct coordination and collaborative	%	10	Number of trainings provided to law

presentations with other law enforcement agencies			enforcement/prosecutorial agencies
3.2 Conduct coordination and collaborative presentations with community organizations.	%	8	Number of training provided to community/civic organizations
3.3 Conduct coordination and collaborative presentations with educational facilities	%	6	Number of presentations provided to educational facilities

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Personnel
Enter narrative below:
The Drug, Gang, and Violent Crimes Task Force consists of: (1) Commander, (1) Sergeant, (3) Detectives, and (1) Administrative Assistant. Please see attached job descriptions.

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Commander	1	$74,515.92	$74,515.92	76.4%	$56,930.16	$131,446.08
Sergeant	1	$58,337.24	$58,337.24	79.25%	$46,232.26	$104,569.50
Detective	1	$48,594.86	$48,594.86	81.88%	$39,789.47	$88,384.33
Detective	1	$47,322.01	$47,322.01	82.3%	$38,946.01	$86,268.02
Detective	1	$47,547.10	$47,547.10	82.22%	$39,093.23	$86,640.33
Administrative Assistant	1	$35,587.00	$35,587.00	40.79%	$14,515.94	$50,102.94
						Salary Subtotal: $311,904.00
						ERE Subtotal: $235,507.00
						Total: $547,411.00

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
						Wages Subtotal: $0.00
						ERE Subtotal: $0.00
						Total: $0.00

ERE Breakdown

Enter narrative below:

Commander Position - $74,515.92
-Health Insurance: 11.10% ($7,659.12/annually)
-Deputies Retirement: 55.82%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: 2.65%
Total ERE: 76.40%

Sergeant Position - $58,337.24
-Health Insurance: 13.86% ($7,659.12/annually)
-Deputies Retirement: 55.82%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: 2.65%
Total ERE: 79.25%

Detective Position – $48,594.86
-Health Insurance: 16.89% ($7,659.12/annually)
-Deputies Retirement: 55.82%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: 2.65%
Total ERE: 81.88%

Detective Position – $47,322.01
-Health Insurance: 16.89% ($7,659.12/annually)
-Deputies Retirement: 55.82%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: 2.65%
Total ERE: 82.30%

Detective Position – $47,547.10
-Health Insurance: 16.89% ($7,659.12/annually)
-Deputies Retirement: 55.82%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: 2.65%
Total ERE: 82.22%

Administrative Assistant Position - $35,587.00
-Health Insurance: 21.52 % ($7,659.12/annually)
-State Retirement: 11.47%
-FICA/Medicare: 7.65%
-Deputies Workman's Comp: .15%
Total ERE: 40.79%

Consultant/Contractual Services
Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: $0.00

Travel (In State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Travel (Out of State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Confidential Funds
Enter narrative below:

Expense Type	Amount	Total
		Total: $0.00

Other Operating Expenses
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: $0.00
				Registration/Training Subtotal: $0.00
				Other Subtotal: $0.00
				Total: $0.00

Equipment Purchases
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: $0.00
				Non-Capital Subtotal: $0.00
				Total: $0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
General fund will provide any match to this grant.

Total Project Cost
State: $191,594.00 Federal: $218,964.00 Match: $136,853.00 Grand Total: $547,411.00

Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)? No
If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements
Provide the date of your last financial audit (A-133 or independent audit).
6/5/2013

Did the audit result in finding listed in the Schedule of Findings and Questioned Costs?
Yes

Policies & Procedures
Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?
Yes

Does the organization maintain written codes of conduct for employees?
Yes

Does the organization maintain written procurement policies and procedures?
Yes

Accounting System
Is there a separate account maintained for grant funds?
Yes

How frequently does posting to the General Ledger occur?
Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?
Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?
Yes

Internal Controls
Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?
Yes

Are employee time sheets supported by appropriately approved/signed documents?
Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?
Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?
Yes

Are all accounting entries and payments supported by source documentation?
Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?
Yes

Are the officials of the agency bonded or covered by a liability policy?
Yes

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:
Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

2014 EDGE Report.pdf
A-133 Audit Email.pdf
A-133 Audit.pdf
ACJC Sustainability Plan 2015-16 For Gila County Drug, Gang and Violent Crimes Task Force.docx
Administrative Assistant Task Force.doc
Detective.doc
ERE Breeakdown for Task Force Grant 2015-16.docx
Gila County Attorney's Office Letter of Participation.pdf
Gila County Drug Gang Violent Crimes Task Force Gang Assessment.pdf
Gila County Sheriff's Office Letter of Participation.pdf
Globe PD letter of participation.pdf
Letter Particpation from Hayden PD.doc
Miami Letter of Participation.docx
San Carlos Apache Tribe Recreation and Wildlife Department.pdf
Sheriff Sergeant.doc
Task Force Commander.docx
FY 16 DGVCC Budget Worksheet (1).xls

Special Conditions

1. ACJC grant funds shall not be used to supplant federal, state, county, or local funds that would otherwise be made available for such purposes.

2. The applicant shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant application and agreement.

3. The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.

4. The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

5. The applicant agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds. In addition, agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.

6. The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.

7. The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.

☑ On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

ARF-3099 **Consent Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date:	04/21/2015
Submitted For:	Steve Stratton, Director
Submitted By:	Kelly Jones, Administrative Clerk Specialist, Public Works Division
Department:	Public Works Division Division: Fairground Facilities

Information

Request/Subject

Gila County Rodeo Committee waiver of fees request for use of Fairgrounds Exhibit Hall and Rodeo Arena for the Annual Copper Dust Stampede Rodeo.

Background Information

The Gila County Rodeo Committee has submitted a request to use the Gila County Fairgrounds' facilities (with a waiver of fees) for the following events:

May 7, 8, 9 2015 - Rodeo Arena for the Copper Dust Stampede Rodeo
May 7, 2015 - Exhibit Hall for the Sponsors' Dinner

Evaluation

The Copper Dust Stampede Rodeo provides fun for the family and is beneficial to the economy of the community.

Conclusion

In past years, the Board of Supervisors has waived the fees and allowed the Gila County Rodeo Committee to use the Fairgrounds Exhibit Hall and rodeo arena for the annual Gila County Rodeo.

There is no conflict with dates; insurance certificates will be provided for events and security will be arranged with Detective Johnny Holmes of the Gila County Sheriff's Office.

Recommendation

Public Works staff recommends that the Board of Supervisors waive the fees and allows the Gila County Rodeo Committee to use the Fairgrounds Exhibit Hall and rodeo arena for their annual rodeo event.

Suggested Motion

Approval of the Gila County Rodeo Committee's request to use the Fairgrounds' Rodeo Arena for the Copper Dust Stampede Rodeo on May 7-9, 2015, and the Exhibit Hall on May 7, 2015, for the Sponsors' Dinner, with a waiver of fees.

Attachments

Rodeo Use Application
Rodeo Fee Waiver Letter

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	Gila County Rodeo Committee				
Address of Individual or Organization:	P.O. Box 1538 Globe, Arizona 85502				
Function to be Held:	Gila County Fairgrounds				
Contact Person for Event:	Charles Brewer		Jim		
Telephone No.:	(928) 200-1237		480-529-1440		
Email Address:	cbrewer@circlek.com				
Date(s) Requested:	May 7, 2015	thru	May 9th, 2015		
Time of Event:	8 Am	to	12 Pm		
Estimate How Many People Will Attend Event:	Rodeo 3500				
Liquor License No. and Sold by (Name):	Gila County Rodeo Committee			Served only?	Yes
Will this event be public or private?	Public	Rodeo	Private	Dinner	
If public, would you like this event listed on the Gila County Fairgrounds webpage?	Yes	x	No		
Information to be posted on webpage:	Is there an entrance fee?	Yes	x	No	
Adults: $ 5.00	Children: $ Free		Seniors: $ 5.00		

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

[x] Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

First Day of Event - $350.00		$350.00
Each Additional Day of Event - $250.00	Days	
($50.00 of cleaning deposit is non-refundable) Cleaning Deposit $150.00		$150.00
Key Deposit - $25.00		$ 25.00

[ ] Commercial Building: Capacity is 320 people.

First Day of Event - $200.00		
Each additional Day - $100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

[ ] ATV Grounds

$75.00 per day; $300.00 per week (5 days)	Days	

[x] Rodeo Arena

First Day of Event - $1,200.00 + set up charges		
$ 150.00 for each additional day	Days	
$25.00 per hour for lights	Hours	

[ ] Grandstand Area

First Day of Event - $500.00		
$150.00 each additional day	Days	

[ ] Livestock Shed A (60 x 120)	$150.00 per day	Days		
[ ] Livestock Shed B (80 x 120)	$150.00 per day	Days		
[ ] Livestock Shed C (30 x 120)	$150.00 per day	Days		
[ ] Horse Stall(s)	$10.00 Each per day	EA	Days	
[ ] Car Track/Motor Cross	$150.00 per day	Days		
[ ] Other Areas at Fairgrounds	$150.00 per day	Days		
		TOTAL FEE(S) DUE:		

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 480 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is further understood that the number of security/traffic control personnel needed for the event will be determined by Detective Johnny Holmes. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Public Works Facilities Department, all fees must be paid, arrangements for security secured, and certificate of insurance verified. Public Works Facilities Department' hours from 8am to 5pm, phone number 928-402-4368.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent fees for the use of the Fairgrounds' facilities must be submitted 30 days in advance in written form and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Nicole Weaver (928) 402-4368 at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to: **Nicole Weaver, Admin. Clerk Specialist**
    745 N. Rose Mofford Way, Globe, AZ 85501
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Nicole Weaver**. Call 928-402-4368 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

Applicant Signature:	Charles O. Brown	Date:	3-1-2015

(Do not write below this line)

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				**Disapproved:**	
Signature:							
					County Personnel Signature	**Date**	
Signature:							
					Chairman Gila County Board of Supervisors	**Date**	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Rodeo Comm.tee	
Address of Individual or Organization:	P.O. Box 1538 Globe, Arizona 85502	
Function to be Held:	Copper Dust Stampede Rodeo	
Contact Person for Event:	Charlie Brewer	
Telephone Number:	(928) 200-1237	
Date(s) Requested:	May 7th, 8th and 9th	
Time of Event:	Start: 8 Am	End: 12 Pm
Estimate How Many People Will Attend Event:	3500	
Will Liquor Be on the Premises:	(Yes)	No
Where Will Event Be Held:	(Exhibit Hall)	Commercial Bldg.
	(Rodeo Arena)	Grandstands
	Other Area:	
How Many AZ Post Certified Officers Needed:	2	
How Many Sheriff's Office Reserves Needed:	2	

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Nicole Weaver** (928-402-4368) and **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

Applicant Signature: Charles O. Brewer Date: March / 1 / 2015

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES ☐	NO ☐
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

_____ ____/____/____

Sheriff's Office Representative Date

February 17, 2015

Gila County Rodeo Committee
P. O. Box 1538
Globe, Arizona 85502

To: The Gila County Board of Supervisors.

This letter is a formal request to have the fees waived for the use of Gila County Fairground Facilities for the following event.

May 7, 8, and 9, 2015 – The Rodeo Arena. We will be having our Annual Copper Dust Stampede Rodeo on this weekend. The 7th of May we will be having the Sponsors Dinner in the Main Building.

Respectfully,

Charles O. Brewer

Charles O. Brewer
President, Gila County Rodeo Committee
Copper Dust Stampede Rodeo

ARF-3094 **Consent Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 04/21/2015
Submitted For: Marian Sheppard
Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors
Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for May 7-9, 2015.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 4 days of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo at the Gila County Fairgrounds on May 7-9, 2015.

Attachments

GC Rodeo Committee Special Event Liquor License Application

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Gila County Rodeo Committee

SECTION 2 Non-Profit/IRS Tax Exempt Number: 61-1658683

SECTION 3 The organization is a: (check one box only)

■ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ■ No

_____ Name of Business | _____ License Number | _____ Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

■ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ■ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Gila County Fairgrounds Globe, Gila, 85502

Address of Location: _____
Street | City | County/State | Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ■ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Brewer, Charles Olen — 9/13/47
Last | First | Middle — Date of Birth

2. Applicant's mailing address: P.O. Box 804 — Globe, Arizona 85502
Street | City | State | Zip

3. Applicant's home/cell phone: (928) 200-1237 Applicant's business phone: (928) 200-1237

4. Applicant's email address: cbrewer@circlek.com

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐Yes ☑No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? _____
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ☐No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Gila County Rodeo Committee Percentage 100%

Address P.O. Box 804 Globe, Arizona 85502
Street City State Zip

Name _____ Percentage _____

Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

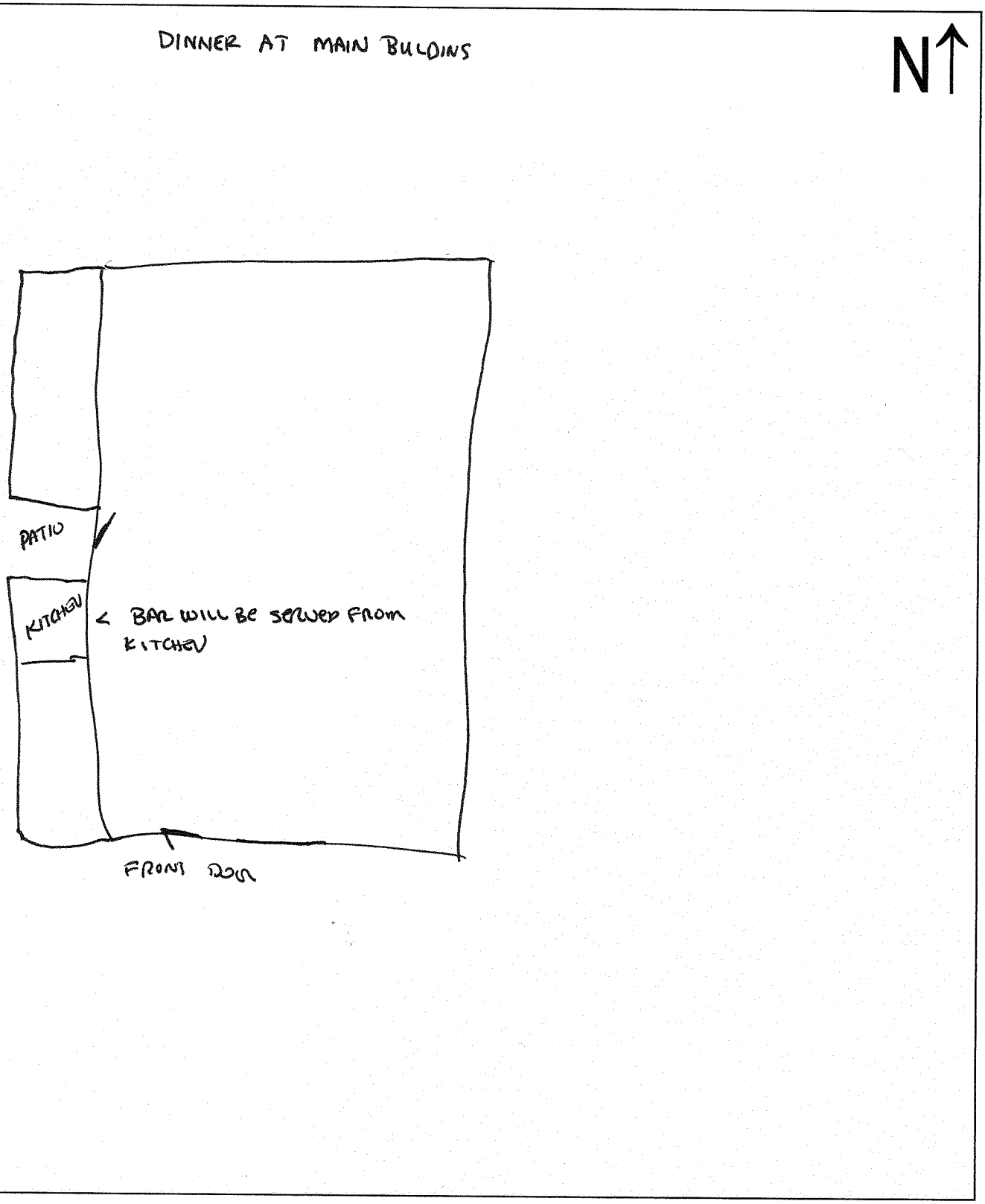
2 Number of Police 1 Number of Security Personnel ■Fencing ■Barriers

Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. §4-244(15) and (17) for legal hours of service.

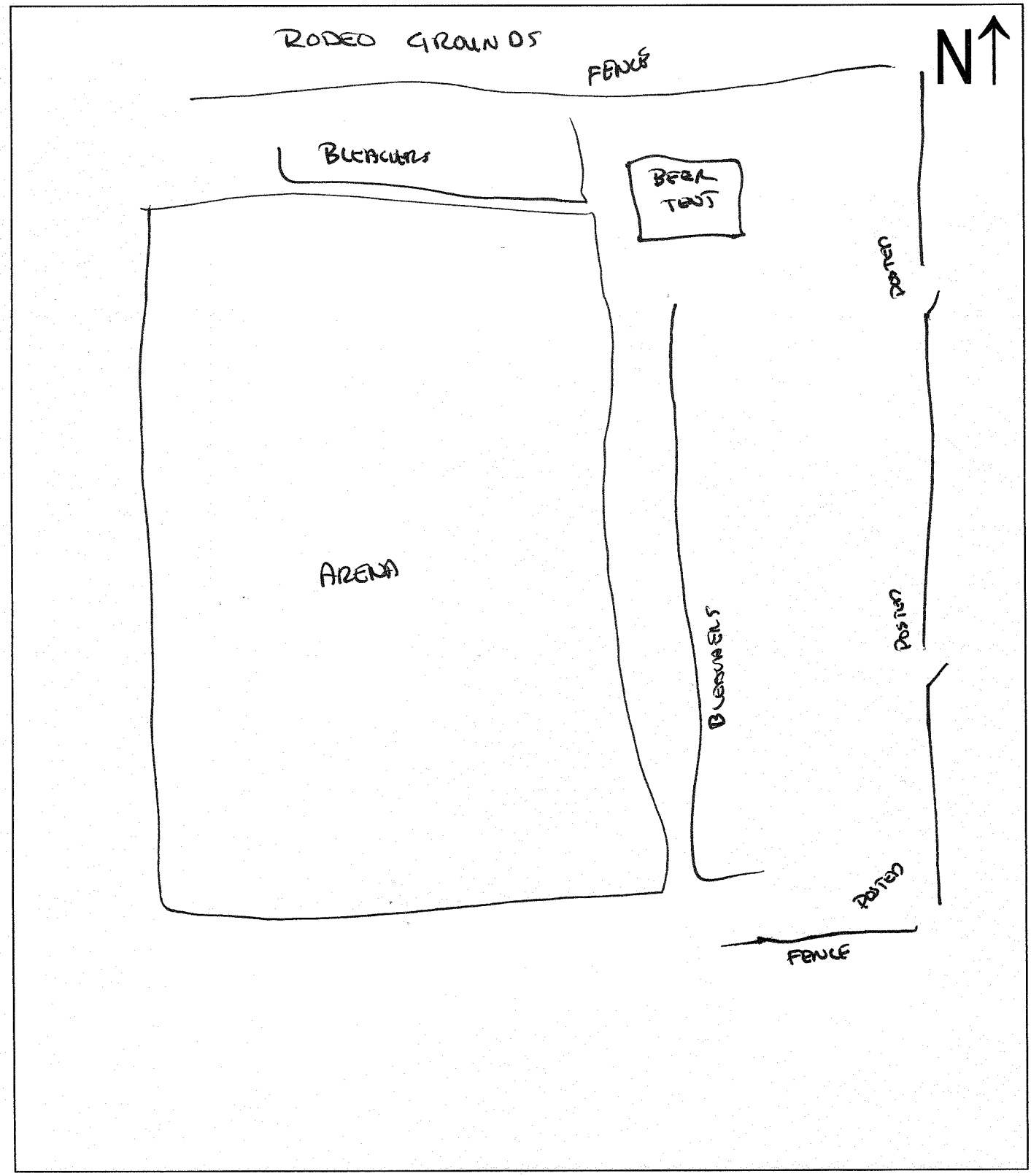
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	5/7/2015	Thursday	6:00 PM	10:00 PM
DAY 2:	5/8/2015	Friday	4:00 PM	12:00 PM
DAY 3:	5/9/2015	Saturday	7:00 AM	12:00 PM
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Individuals requiring ADA accommodations call (602)542-9027.

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Charles Olen Brewer declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O. Brewer	President	3-16-15	(928) 200-1237
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 17 (Day) March (Month) 2015 (Year)

State Arizona County of Gila

My Commission Expires on: May 6, 2016 (Date)

Signature of Notary Public

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-6-16

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Charles Olen Brewer declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Charles O. Brewer	President	3-10-15	(928) 200-1237
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 17 (Day) March (Month) 2015 (Year)

State Arizona County of Gila

My Commission Expires on: May 6, 2016 (Date)

Signature of Notary Public

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-6-16

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (government official) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

on behalf of _____ (City, Town, County), _____ Signature, _____ Date, _____ Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Individuals requiring ADA accommodations call (602)542-9027.

ARF-3125 **Consent Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Arizona State Parks Foundation Special Event Liquor License Application for October 3, 2015

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, Arizona State Parks Foundation will have used 1 day of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Arizona State Parks Foundation to serve liquor during a fund-raiser event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation, to be held on October 3, 2015.

Attachments

AZ State Parks Foundation

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

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Arizona State Parks Foundation

SECTION 2 Non-Profit/IRS Tax Exempt Number: 20-1196825

SECTION 3 The organization is a: (check one box only)

■ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ■ No

_____ Name of Business | _____ License Number | _____ Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

■ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☐ On-site consumption ☐ Off-site (auction) ■ Both

SECTION 7 Location of the Event: Tonto Natural Bridge State Park

Address of Location: Highway 87 & FR 583, Payson, Gila County, AZ 85541

Street | City | County/State | Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ■ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Statler, Cristie M. (Last / First / Middle) 1-22-59 (Date of Birth)

2. Applicant's mailing address: PO Box 22087, Phoenix, AZ 85028 (Street / City / State / Zip)

3. Applicant's home/cell phone: (602) 882-9159 Applicant's business phone: (602) 920-4505

4. Applicant's email address: cstatler@azstateparksfnd.org

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐Yes ■No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ■No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ASPF Affiliate Friends of Tonto Natural Bridge State Park Percentage 100%

Address PO Box 841, Payson, AZ 85547-0841
Street City State Zip

Name _____ Percentage _____

Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police _____ Number of Security Personnel ■Fencing ■Barriers

Explanation: Two on-duty state park LE rangers from 5:00 pm - 10:00 pm at security positions;
One on-duty state park LE ranger at park contact station;
One one-duty state park LE ranger roaming.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	10-3-15	Saturday	3 PM	10 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

Exhibit A

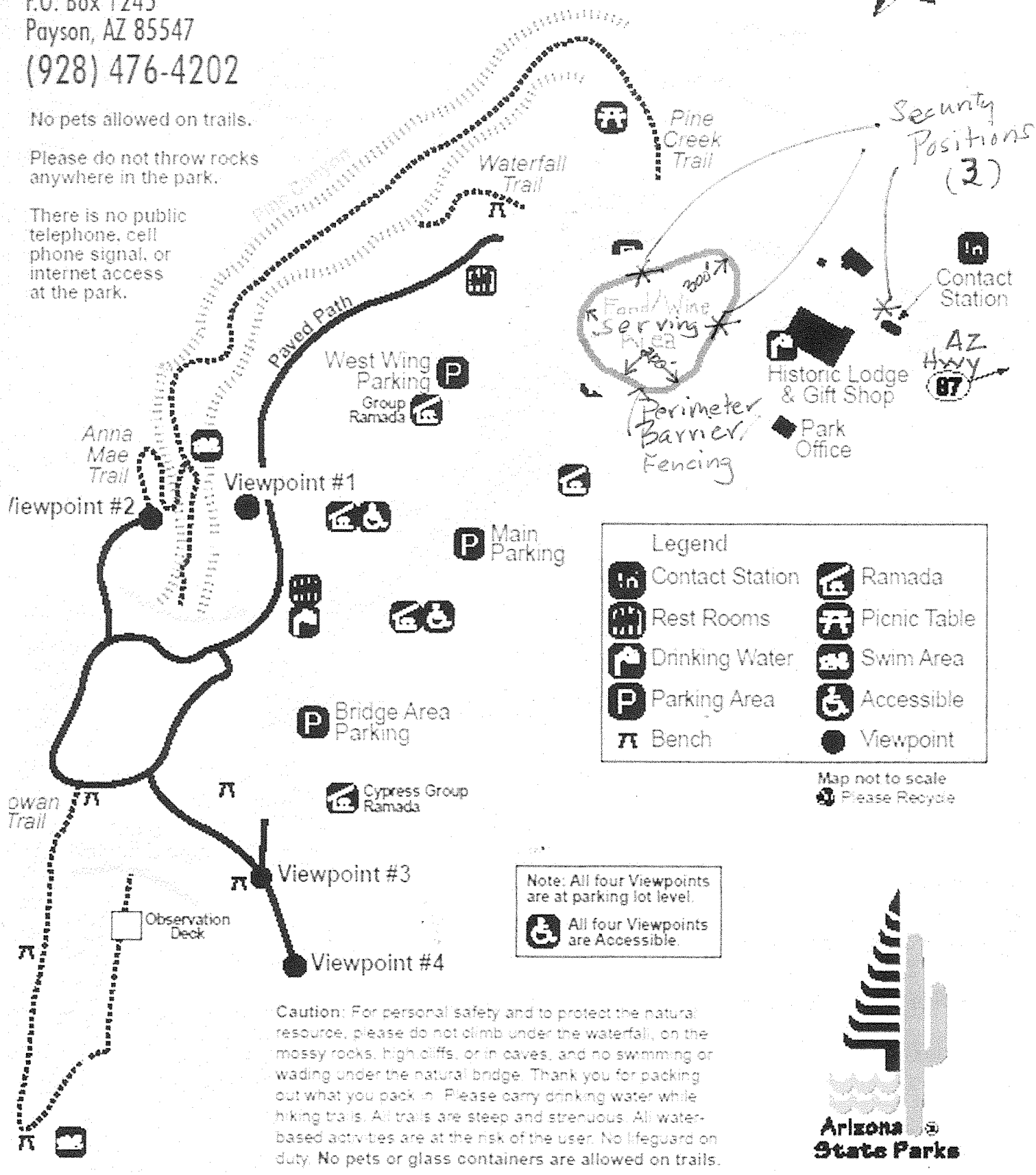
Tonto Natural Bridge State Park

P.O. Box 1245
Payson, AZ 85547
(928) 476-4202

No pets allowed on trails.

Please do not throw rocks anywhere in the park.

There is no public telephone, cell phone signal, or internet access at the park.



Note: All four Viewpoints are at parking lot level.

All four Viewpoints are Accessible.

Caution: For personal safety and to protect the natural resource, please do not climb under the waterfall, on the mossy rocks, high cliffs, or in caves, and no swimming or wading under the natural bridge. Thank you for packing out what you pack in. Please carry drinking water while hiking trails. All trails are steep and strenuous. All water-based activities are at the risk of the user. No lifeguard on duty. No pets or glass containers are allowed on trails.

Arizona State Parks

AZStateParks.com

SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Cristie Statler declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Cristie Statler	Exec. Dir.	3-20-15	602-920-4505
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 20th Day of March Month 2015 Year

State Arizona County of Maricopa

My Commission Expires on: 11-14-18 Date

Alicia C. Contreras Signature of Notary Public

Alicia C. Contreras
Notary Public
Maricopa County, Arizona
My Comm. Expires 11-14-18

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Cristie Statler declare that I am the APPLICANT filing this application as
(Print full name)

listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Cristie Statler	Exec Dir.	3-20-15	602-920-4505
(Signature)	Title/ Position	Date	Phone #

The foregoing instrument was acknowledged before me this 20th Day of March Month 2015 Year

State Arizona County of Maricopa

My Commission Expires on: 11-14-18 Date

Alicia C. Contreras Signature of Notary Public

Alicia C. Contreras
Notary Public
Maricopa County, Arizona
My Comm. Expires 11-14-18

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

on behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Individuals requiring ADA accommodations call (602)542-9027.

ARF-3004 **Consent Agenda Item** **3. F.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: March 2015

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe Regional

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Information

Subject

Globe Regional Constable's Office Monthly Report for March 2015.

Suggested Motion

Acknowledgment of the March 2015 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

March 2015

RUBEN A. MANCHA
GLOBE REGIONAL
CONSTABLE

1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

Date: April 1, 2015

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of March 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	**101**
TOTAL MILES FOR MONTH	**996**

Globe Constable assisted/other: Bailiff in	**2**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
Total Monies Collected for the Month	**$876.95**	

The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
Warrant letters mailed	**18**	

Respectfully submitted,

JESSE E. BOLINGER

GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 4-1-2013

GILA COUNTY TREASURER
RECEIVED
112732 APR-1

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Globe Regional Constable

BILLING PERIOD March 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
T915- -2061	cash	CEJTB Writ Fees	5 00
1005.321.3405.80	CASH	Service Fees	118 00
	121		74 00
	1669		40 00
	1262		110 45
	206095 89152		48 00
	206098 89105		40 00
	10732		48 00
	8861		96 00
	6124		40 00
	2263		80 00
	55967		64 00
	60442		113 50
			876 95

Preparer Signature: Kimberly Byrd Title Constable Clerk

Approved Signature: [signature] Title Constable (GRCC)

SUMMARY OF DEPOSIT

Currency	123
Coins	753.95
Checks	
Total	876.95

3x20
1x10
3x1

TREASURER By [signature] Date 4-1-15

ORIGINATING OFFICE

119026

Gila County Globe Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
2 U, Home	1503CO061	03/16/15	481	48.00
				48.00
Auto Inc, CJ	1503CO030	03/09/15	465	40.00
				40.00
Blakenship, Amy	1503CO101	03/31/15	497	110.45
				110.45
Fraley, David Gregory	1503CO071	03/17/15	483	40.00
				40.00
Goetteman, Gary Lew	1503CO097	03/27/15	494	40.00
				40.00
Gonzales, Gabriel shane	1503CO024	03/09/15	460	40.00
				40.00
Kelley, John K	1503CO029	03/09/15	464	48.00
				48.00
Kennedy, Brena Suzann	1503CO025	03/09/15	461	74.00
				74.00
Martinez, Sylvester	1503CO018	03/04/15	454	40.00
				40.00
Mobile Home Park, Copper Country	1503CO095	03/25/15	488	48.00
				48.00
Mobile Home Park, Holiday Hills	1503CO096	03/25/15	489	48.00

				48.00
Park, Roosevelt Lakeview	1503CO059	03/12/15	470	113.50
				113.50
Rodgers, Steven Lynn	1503CO058	03/12/15	469	48.00
				48.00
Sanchez, Jose Menchon	1503CO023	03/05/15	456	40.00
				40.00
Schell, Steve	1503CO082	03/19/15	484	40.00
	1503CO083	03/19/15	485	40.00
				80.00
	Total Cash Received:			**857.95**

Report Includes:
All transaction dates between `03/01/15` and `03/31/15`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
Arrest Warrant	18	18	100.00	0	0.00	0	0.00
Child Custody Packet	1	0	0.00	1	100.00	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Five Day Notice	3	0	0.00	3	100.00	0	0.00
Hearing Order on OP	1	1	100.00	0	0.00	0	0.00
Hearing Prior to Issue of OP	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	3	100.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice and Summons	1	1	100.00	0	0.00	0	0.00
Notice of Hearing	1	0	0.00	1	100.00	0	0.00
Order of Protection	6	1	16.67	5	83.33	0	0.00
Summons and Complaint	5	0	0.00	5	100.00	0	0.00
Subpoena Duces Tecum	48	0	0.00	44	91.67	4	8.33
Summons Forcible Detainer	4	0	0.00	4	100.00	0	0.00
Criminal Summons	4	3	75.00	1	25.00	0	0.00
Thirty Day Notice	2	0	0.00	1	50.00	1	50.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
Totals	**101**	**24**	**23.76**	**72**	**71.29**	**5**	**4.95**

Report Includes:

All receive dates between `08:00:00 03/01/15` and `23:59:00 03/31/15`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`

Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Abbott, Robert J.

Service Attempt	Attempted By	Served On	Svd?
8958 SIX SHOOTER RD #81, Globe	Taylor, R C	Robert Jerry Abbott	YES
Time/Date: 13:40:00 03/19/15			

To Be Served: Alonzo, Darlene

Service Attempt	Attempted By	Served On	Svd?
740 W SULLIVAN ST, Miami	Taylor, R C	M. Flores	YES
Time/Date: 10:05:00 03/17/15			

To Be Served: Arbizo, James B.

Service Attempt	Attempted By	Served On	Svd?
1400 E ASH ST, Globe	Mancha, R A	James Bruno Arbizo	YES
Time/Date: 09:20:00 03/04/15			

To Be Served: Arbizo, Macy N.

Service Attempt	Attempted By	Served On	Svd?
5880 S HOSPITAL DR, Globe	Taylor, R C	Macy Noelehua Arbizo	YES
Time/Date: 10:45:00 03/04/15			

To Be Served: Askew, Yvonne R.

Service Attempt	Attempted By	Served On	Svd?
5723 S Inspiration Dr, Miami	Taylor, R C		NO
Time/Date: 09:35:00 03/05/15			
5723 S Inspiration Dr, Miami	Taylor, R C	Yvonne Askew	YES
Time/Date: 16:13:00 03/05/15			

To Be Served: Bell, Felina M.

Service Attempt	Attempted By	Served On	Svd?

241 N CHISHOLM AVE, Miami	Mancha, R	Felina Marie Bell	YES
Time/Date: 12:46:00 03/02/15			

To Be Served: Benton, Brandon L.

Service Attempt	Attempted By	Served On	Svd?
1083 E. Saguaro Dr., Globe	Taylor, R C		NO
Time/Date: 10:30:00 03/11/15			
161 E MESQUITE ST, Globe	Taylor, R C		NO
Time/Date: 13:05:00 03/20/15			
161 E MESQUITE ST, Globe	Taylor, R C	Brandon Benton	YES
Time/Date: 09:30:00 03/23/15			

To Be Served: Bittner, Braxton

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Mancha, R A	D. Barajas	YES
Time/Date: 17:02:00 03/11/15			

To Be Served: Bracamonte, Joseph P.

Service Attempt	Attempted By	Served On	Svd?
130 W. Cedar, Globe	Taylor, R C	Joe Bracamonte	YES
Time/Date: 09:50:00 03/12/15			

To Be Served: Bravo, Brittney C.

Service Attempt	Attempted By	Served On	Svd?
5900 N Main St Sp141, Globe	Taylor, R C	Brittney Bravo	YES
Time/Date: 10:05:00 03/26/15			

To Be Served: Brewer, Anthony E. Jr

Service Attempt	Attempted By	Served On	Svd?
5929 S EL CAMINO, Claypool	Taylor, R C		NO
Time/Date: 11:47:00 03/10/15			
5929 S EL CAMINO, Claypool	Taylor, R C	Anthony Earnes Brewer Jr	YES
Time/Date: 11:40:00 03/11/15			

To Be Served: Brundrett, Douglas

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Mancha, R A	D. Barajas	YES
Time/Date: 17:02:00 03/11/15			
Globe PD 175 N Pine St, Globe	Mancha, R A	D. barajas	YES
Time/Date: 17:02:00 03/11/15			
Globe PD 175 N Pine St, Globe	Mancha, R A	D. Barajas	YES
Time/Date: 17:02:00 03/11/15			
Globe PD 175 N Pine St, Globe	Taylor, R C	C Mathews	YES
Time/Date: 09:35:00 03/18/15			
Globe PD 175 N Pine St, Globe	Taylor, R C	C. Mathews	YES
Time/Date: 09:35:00 03/18/15			
Globe PD 175 N Pine St, Globe	Taylor, R C	GPD Dispatch	YES
Time/Date: 09:45:00 03/26/15			

To Be Served: Carroll, Misty S.

Service Attempt	Attempted By	Served On	Svd?
1461 S BASHAM RD, Globe	Taylor, R C	Misty Carroll	YES
Time/Date: 09:25:00 03/17/15			

To Be Served: Castaneda, AJ

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Taylor, R C	GPD Dispatch	YES
Time/Date: 09:20:00 03/05/15			
175 N Pine St GPD, Globe	Taylor, R C	A. Martinez	YES
Time/Date: 09:45:00 03/06/15			
175 N Pine St GPD, Globe	Mancha, R A	D. Barajas	YES
Time/Date: 17:02:00 03/11/15			

To Be Served: Castillo, Hector

Service Attempt	Attempted By	Served On	Svd?
DPS, Globe	Taylor, R C	D. Sneezy	YES

Time/Date: 11:00:00 03/04/15

DPS, Globe	Taylor, R C	M Sneezy	YES

Time/Date: 09:30:00 03/10/15

DPS, Globe	Taylor, R C	M. Sneezy	YES

Time/Date: 09:25:00 03/18/15

To Be Served: Dalmolin, Bret V.

Service Attempt	Attempted By	Served On	Svd?
5903 Coyote Trail, Globe	Taylor, R C	Bret Dalmolin	YES

Time/Date: 09:30:00 03/03/15

To Be Served: Delara, Joseph

Service Attempt	Attempted By	Served On	Svd?
5687 E MAIN ST, Globe	Mancha, R A		NO

Time/Date: 13:44:00 03/06/15

5687 E MAIN ST, Globe	Mancha, R A		NO

Time/Date: 08:10:00 03/09/15

1057 Live Oak, Miami	Taylor, R C	Joseph Delara	YES

Time/Date: 18:15:00 03/09/15

5687 E MAIN ST, Globe	Taylor, R C	Joseph Delara	YES

Time/Date: 18:15:00 03/09/15

To Be Served: Fane, Kevin

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Taylor, R C	A Martinez	YES

Time/Date: 10:05:00 03/11/15

To Be Served: Fraley, Debra S.

Service Attempt	Attempted By	Served On	Svd?
943 W LIVE OAK ST, Miami	Taylor, R C	Debra Fraley	YES

Time/Date: 10:40:00 03/18/15

To Be Served: Gilmore, Michelle A.

Service Attempt	Attempted By	Served On	Svd?

629 N HILL ST; unit A, Globe	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 10:30:00 03/10/15			

To Be Served: Gonzales, Gabriel s.

Service Attempt	Attempted By	Served On	Svd?
1400 E ASH ST, Globe	Taylor, R C	Gabriel Gonzales	YES
Time/Date: 11:05:00 03/12/15			

To Be Served: Guvera, David

Service Attempt	Attempted By	Served On	Svd?
7875 S PINAL VIEW DR, Globe	Taylor, R C		NO
Time/Date: 12:10:00 03/18/15			
7875 S PINAL VIEW DR, Globe	Taylor, R C		NO
Time/Date: 09:15:00 03/20/15			
7875 S PINAL VIEW DR, Globe	Taylor, R C		NO
Time/Date: 09:50:00 03/20/15			

To Be Served: Haverstick, Terry A.

Service Attempt	Attempted By	Served On	Svd?
626 E Carico Street, Globe	Taylor, R C		NO
Time/Date: 09:55:00 03/12/15			

To Be Served: Haynes, Sonia M.

Service Attempt	Attempted By	Served On	Svd?
217 W RUIZ CANYON RD, Globe	Taylor, R C	Lupe Mason	YES
Time/Date: 09:30:00 03/04/15			

To Be Served: Heath, Stoney M.

Service Attempt	Attempted By	Served On	Svd?
1061 W GRANITE ST, Miami	Taylor, R C	Posted and Certified Mailed	YES
Time/Date: 10:20:00 03/17/15			

To Be Served: Hernandez, April M.

Service Attempt	Attempted By	Served On	Svd?
2250 E US HIGHWAY 60; Az long term care, Globe	Taylor, R C	April Hernandez	YES

Time/Date: 09:45:00 03/05/15

To Be Served: Hernandez, Pamala M.

Service Attempt	Attempted By	Served On	Svd?
1775 N Broad ST #66, Globe	Taylor, R C	Pamela Hernandez	YES

Time/Date: 12:15:00 03/12/15

To Be Served: Hernandez, Pamela M.

Service Attempt	Attempted By	Served On	Svd?
1775 N Broad Sp66, Globe	Taylor, R C	Pamela Hernandez	YES

Time/Date: 09:55:00 03/26/15

To Be Served: Hobbs, Richard M.

Service Attempt	Attempted By	Served On	Svd?
2370 E US HIGHWAY 60; AMERICAS BEST VALUE, Globe	Taylor, R C	Richard Morgan Hobbs	YES

Time/Date: 10:48:00 03/03/15

To Be Served: Holiday, Eric S.

Service Attempt	Attempted By	Served On	Svd?
859 W LIVE OAK ST; unit 2, Miami	Mancha, R A	Posted and Certified Mailed	YES

Time/Date: 13:13:00 03/12/15

To Be Served: Huddleston, Carol A.

Service Attempt	Attempted By	Served On	Svd?
7875 S Pinal View Drive, Globe	Taylor, R C		NO

Time/Date: 10:15:00 03/12/15

To Be Served: Insurance Agency, Oasis

Service Attempt	Attempted By	Served On	Svd?
411 W LIVE OAK ST, Miami	Taylor, R C	Phillis Blake	YES

Time/Date: 10:00:00 03/31/15

To Be Served: Kemper, Steven D.

Service Attempt	Attempted By	Served On	Svd?
498 E Tonto Creek Trail, Tonto Basin	Taylor, R C	Posted Notice, locks changed	YES

Time/Date: 10:00:00 03/13/15

To Be Served: Kishbaugh, Charles J.

Service Attempt	Attempted By	Served On	Svd?
1065 N WHEATFIELDS RD; APACHE TRAIL MHP, Globe	Taylor, R C		NO

Time/Date: 10:10:00 03/18/15

1065 N WHEATFIELDS RD; APACHE TRAIL MHP, Globe	Taylor, R C	Charles James Kishbaugh	YES

Time/Date: 09:50:00 03/20/15

To Be Served: Kolinek, Briana D.

Service Attempt	Attempted By	Served On	Svd?
1271 N WHEATFIELDS RD; APACHE TRAIL A MHP, Globe	Taylor, R C	Briana Dawn Dolinek	YES

Time/Date: 10:05:00 03/20/15

1271 N WHEATFIELDS RD; APACHE TRAIL A MHP, Globe	Taylor, R C	Briana Dawn Kolinek	YES

Time/Date: 10:05:00 03/20/15

To Be Served: Laborine, Jamey O.

Service Attempt	Attempted By	Served On	Svd?
261 S DEPOT HILL AVE, Miami	Taylor, R C	Jamey Orleen Laborine	YES

Time/Date: 11:00:00 03/06/15

To Be Served: Legler, Amanda

Service Attempt	Attempted By	Served On	Svd?
1083 E SAGUARO DR, Globe	Taylor, R C		NO

Time/Date: 10:30:00 03/11/15

161 E MESQUITE ST; unit 161, Globe	Taylor, R C	Amanda Legler	YES

Time/Date: 13:05:00 03/20/15

To Be Served: Lopez, Reggie

Service Attempt	Attempted By	Served On	Svd?
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 39, Globe	Taylor, R C	Reggie Lopez	YES

Time/Date: 13:37:00 03/19/15

To Be Served: Martinez, Christa L.

Service Attempt	Attempted By	Served On	Svd?
724 1st Ave, Miami	Taylor, R C	Posted and Certified Mailed	YES

Time/Date: 11:00:00 03/26/15

To Be Served: Martinez, Joseph H.

Service Attempt	Attempted By	Served On	Svd?
605 E SYCAMORE ST, Globe	Taylor, R C	Joseph H. Martinez	YES

Time/Date: 09:40:00 03/06/15

To Be Served: Martinez, Sylvester

Service Attempt	Attempted By	Served On	Svd?
5662 S GLENDALE AVE, Globe	Taylor, R C	Sylvester Martinez	YES

Time/Date: 11:25:00 03/09/15

5662 S GLENDALE AVE, Globe	Taylor, R C	Sylvester Martinez	YES

Time/Date: 15:00:00 03/20/15

To Be Served: Maunder, Justin

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Taylor, R C	A Martinez	YES

Time/Date: 10:05:00 03/11/15

Globe PD 175 N Pine St, Globe	Taylor, R C	A Martinez	YES

Time/Date: 10:05:00 03/11/15

To Be Served: McGill, Audrey M.

Service Attempt	Attempted By	Served On	Svd?

1201 Prospect Ave, Miami	Taylor, R C	Audrey McGill	YES
Time/Date: 10:40:00 03/17/15			

To Be Served: McGuire, Edward

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St GPD, Globe	Mancha, R A	D. Barajas	YES
Time/Date: 17:02:00 03/11/15			

To Be Served: Meade, Delia L.

Service Attempt	Attempted By	Served On	Svd?
636 N BROAD ST; DRIFT INN, Globe	Taylor, R C		NO
Time/Date: 10:25:00 03/05/15			
636 N BROAD ST; DRIFT INN, Globe	Taylor, R C	Delia Meade	YES
Time/Date: 10:20:00 03/06/15			

To Be Served: Meintzer, Devin

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St, Globe	Taylor, R C	A Martinez	YES
Time/Date: 10:05:00 03/11/15			

To Be Served: Miller, Julie A.

Service Attempt	Attempted By	Served On	Svd?
1083 Saguaro Drive, Globe	Taylor, R C		NO
Time/Date: 10:40:00 03/11/15			
1083 Saguaro Drive, Globe	Taylor, R C		NO
Time/Date: 08:10:00 03/12/15			
1083 Saguaro Drive, Globe	Taylor, R C		NO
Time/Date: 12:15:00 03/13/15			
1083 Saguaro Drive, Globe	Taylor, R C		NO
Time/Date: 09:30:00 03/16/15			
1083 Saguaro Drive, Globe	Taylor, R C		NO
Time/Date: 13:25:00 03/16/15			
1083 Saguaro Drive, Globe	Taylor, R C		NO

Time/Date: 08:30:00 03/17/15

1083 Saguaro Drive, Globe	Virgilio Dodd	Julie Miller	YES

Time/Date: 22:24:00 03/17/15

To Be Served: Pena, Pedro

Service Attempt	Attempted By	Served On	Svd?
DPS 1902 HWY 60/77, Globe	Taylor, R C	T Gamboa	YES

Time/Date: 09:50:00 03/11/15

To Be Served: Petersen, Belinda M.

Service Attempt	Attempted By	Served On	Svd?
420 E CEDAR ST, Globe	Taylor, R C		NO

Time/Date: 12:25:00 03/18/15

420 E CEDAR ST, Globe	Taylor, R C		NO

Time/Date: 08:50:00 03/19/15

420 E CEDAR ST, Globe	Taylor, R C	Belinda Marie Petersen	YES

Time/Date: 20:05:00 03/19/15

To Be Served: Quezada, Danny R.

Service Attempt	Attempted By	Served On	Svd?
6008 Board Dr, Claypool	Taylor, R C		NO

Time/Date: 11:30:00 03/16/15

1400 E ASH ST, Globe	Taylor, R C	Danny Quezada	YES

Time/Date: 12:45:00 03/18/15

To Be Served: Rice, Danny J. Jr

Service Attempt	Attempted By	Served On	Svd?
1177 E MONROE ST, Globe	Mancha, R A	P. Dodd	YES

Time/Date: 16:44:00 03/11/15

To Be Served: Roberts, Tina A.

Service Attempt	Attempted By	Served On	Svd?
1268 S Jesse Hayes Road, Globe	Taylor, R C		NO

Time/Date: 10:30:00 03/12/15

5654 E BLACK WARRIOR AVE, Globe	Taylor, R C	Tina Roberts	YES

Time/Date: 11:55:00 03/12/15

To Be Served: Romero, Shanissa M.

Service Attempt	Attempted By	Served On	Svd?
2215 E US HIGHWAY 60, Globe	Taylor, R C		NO

Time/Date: 09:50:00 03/17/15

2115 E US HIGHWAY 60; Check into Cash, Globe	Taylor, R C	Shanissa Romero	YES

Time/Date: 10:25:00 03/18/15

To Be Served: Sirmons, Officer

Service Attempt	Attempted By	Served On	Svd?
175 N PINE ST, Globe	Mancha, R A	D. Barajas	YES

Time/Date: 17:02:00 03/11/15

175 N PINE ST, Globe	Mancha, R A	D. Barajs	YES

Time/Date: 17:02:00 03/11/15

175 N PINE ST, Globe	Taylor, R C	GPD Dispatch	YES

Time/Date: 09:45:00 03/26/15

To Be Served: Smith, Brent J.

Service Attempt	Attempted By	Served On	Svd?
8234 E ABIQUIU TRL, Globe	Taylor, R C	Brent Jared Smith	YES

Time/Date: 10:13:00 03/05/15

To Be Served: Stanley, William K. II

Service Attempt	Attempted By	Served On	Svd?
1100 E SOUTH ST, Globe	Mancha, R A	William Keith Stanley	YES

Time/Date: 16:14:00 03/04/15

To Be Served: Stift, Tanner

Service Attempt	Attempted By	Served On	Svd?
5900 N Maib St Space 141, Globe	Taylor, R C	Brittney Bravo	YES

Time/Date: 10:05:00 03/26/15

To Be Served: Thomas, Brandy J.

Service Attempt	Attempted By	Served On	Svd?
5197 Bornite Ln Spc 3, Globe	Taylor, R C	Brandy Thomas	YES

Time/Date: 10:25:00 03/25/15

To Be Served: Trimble, Kalen R.

Service Attempt	Attempted By	Served On	Svd?
175 N Pine St, Globe	Taylor, R C	GPD Dispatch	YES

Time/Date: 09:20:00 03/05/15

175 N Pine St, Globe	Taylor, R C	A Martinez	YES

Time/Date: 10:05:00 03/11/15

175 N Pine St, Globe	Taylor, R C	C. Mathews	YES

Time/Date: 09:25:00 03/18/15

175 N Pine St, Globe	Taylor, R C	C. Mathews	YES

Time/Date: 09:25:00 03/18/15

To Be Served: Van Drome, Kenneth L. Jr

Service Attempt	Attempted By	Served On	Svd?
175 Cedar Hill, Globe	Mancha, R A	Kenneth Van Drome	YES

Time/Date: 17:09:00 03/06/15

To Be Served: Voelker, Officer

Service Attempt	Attempted By	Served On	Svd?
1902 HWY 60/777, Globe	Taylor, R C	M. Sneezy	YES

Time/Date: 09:25:00 03/09/15

Report Includes:
All dates between `08:00:00 03/01/15` and `23:59:00 03/31/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

ARF-3097 **Consent Agenda Item** **3. G.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: February 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for February 2015

Suggested Motion

Acknowledgment of the February 2015 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's Office Monthly Report for February 2015

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF FEBRUARY 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 24 March 2015

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (126)

BILLING PERIOD February 1, 2015 - February 28, 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee's	11,987.	00
7145.120.3400.99		Recorder Storage	3,926.	50
7146.120.3400.99		Mining Fee's	2	00
7147.120.3400.99		Computer Storage	5,037.	50
			20,953.	06

Preparer Signature: Kaylee Smith Title Chief Deputy

Approved Signature: Sandi DeBruycker Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	20,953.06
Total	20,953.06

TREASURER By JSanchez Date 3.24.15

ORIGINATING OFFICE

127432

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE

CONTRACT #

GRANT #

DEPOSIT TO FUND FUND #

REMITTING AGENCY

BILLING PERIOD

Account Code	Direct Deposit / Check #	Revenue Description	Amount

Preparer Signature: Title

Approved Signature: Title

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER - By Date

ORIGINATING OFFICE

12743Z

GILA COUNTY RECORDER

Report for February 2015

SECTION I		**CREDIT**	**DEBIT**	**TOTAL**
1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$10,417.00	$0.00	$10,417.00
	PAID OUT OF SUSPENSE ACCT	$0.00	$6,338.40	$6,338.40
	RECORDING FEES	$7,908.20	$0.00	$7,908.20
	REFUNDS-EXCESS FEES	$0.00		$0.00
	INTEREST PD TO ACCT	$0.26	$0.00	$0.26
Staled Checks		$0.00	$0.00	$0.00
TOTAL 1005 FUNDS		$18,325.46	$6,338.40	$11,987.06
SECTION II				
	7145 FUND (RECORDER)	$3,926.50	$0.00	$3,926.50
	7146 FUND (MINING - 80% STATE TREAS)	$8.00	$8.00	$0.00
	7146 FUND (MINING - 20% RECORDER)	$2.00	$0.00	$2.00
	7147 FUND (COMPUTER SVCS)	$5,037.50	$0.00	$5,037.50
TOTAL SEC II FUNDS		$8,974.00	$8.00	$8,966.00
COMBINED TOTALS - TOTAL FEES COLLECTED		$27,299.46	$6,346.40	$20,953.06

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: February 2015
Date: 03 / 18 / 2015
Depositor Code # 5393

Prepared By: K. Stratton
Title: Chief Deputy
Phone #: 928-402-8734

Depositor Name: Gila County Recorder
Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	8.00
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)		AMOUNT
FINES & FEES (continued)			
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723		
FARE General Services Fee			
FARE Delinquent Fee			
FARE Special Collections Fee			
FARE Installment Fee			
Constable Ethics Fund	11-445	(80%)	
Constable Ethics Fund	11-445	(20%)	
Photo Enforcement Fee	41-1722		
Photo Enforcement Process Serving Fee			
OTHER FINES & FEES (describe and indicate ARS #)			
TAXES			
Prior Year Real Property	42-208		
Personal Property	42-208		
County Education District	15-991.01A		
Property-Min School Tax	15-992B, C		
State Water Banking	48-3715.03; 45-2425		
C.A.W.C.D.	48-3715		
Groundwater Replenishment	48-3773.A3; 48-3772		
OTHER TAXES (describe and indicate ARS #)			
90/10 REVENUE			
Mobile Home Relocation	33-1476.03	(90%)	
Mobile Home/Ins. & Cost	33-1476.03	(10%)	

TOTAL AMOUNT REMITTED:

By Check
By Cr Advice (Wire)

TOTAL 8.00

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

Bank Deposit

From02/01/2015To02/28/2015

Non-Deposit Total	($9,555.40)	($9,555.40)
Deposit Total	$17,743.80	$17,743.80
Total Till Over/Short		$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$3,172.40	($7,200.00)	($4,027.60)
Cash	Cash/Check	$17,743.80	$0.00	$17,743.80
D-1005-120-01-4612-003	Postage(deferred)	$11.00	($11.00)	$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$33.00	($33.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$44.00	($44.00)	$0.00
ETransfer	Electronic Transfers	$3,217.00	$0.00	$3,217.00
	Total	$24,221.20	($7,288.00)	$16,933.20
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$88.00	($88.00)	$0.00
	Total	$88.00	($88.00)	$0.00
Expense				
	Total	$0.00	$0.00	$0.00
Revenue				
1005-120-01-4612-001	Copies	$0.00	($363.30)	($363.30)
1005-120-01-4612-002	Certified Seal	$0.00	($42.00)	($42.00)
1005-120-01-4612-003	Postage	$0.00	($735.40)	($735.40)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($250.00)	($250.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($33.00)	($33.00)
1005-120-01-4612-012	Overpayment	$0.00	($26.00)	($26.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($46.00)	($46.00)
1005-120-01-4612-023	Recording Fee	$0.00	($6,387.50)	($6,387.50)
1005-120-01-4612-026	Refunds	$0.00	($25.00)	($25.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($3,926.50)	($3,926.50)
7146-120-01-4612	Mining Fees	$0.00	($2.00)	($2.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($8.00)	($8.00)
7147-120-01-4612-018	Voter	$0.00	($4,197.50)	($4,197.50)
7147-120-01-4774-031	Miscellaneous	$0.00	($840.00)	($840.00)
eRecording	eRecording	$3,078.00	($3,129.00)	($51.00)
	Total	$3,078.00	($20,011.20)	($16,933.20)
	Total	$27,387.20	($27,387.20)	$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$17,743.80	$0.00	$17,743.80
	Range Total	$17,743.80	$0.00	$17,743.80

Bank Deposit

From02/01/2015To02/28/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,338.30	
Check	$16,405.50	
Total Deposit	$17,743.80	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3903	Feb 2, 2015	11_Payson_Mon / 3927	$75.00	$75.00		Bank Account
3904	Feb 3, 2015	2_ReceiptStation1_Tue / 3928	$256.00	$256.00		Bank Account
3905	Feb 3, 2015	12_Payson_Tue / 3929	$90.00	$90.00		Bank Account
3906	Feb 4, 2015	3_ReceiptStation1_Wed / 3931	$484.00	$484.00		Bank Account
3907	Feb 4, 2015	13_Payson_Wed / 3930	$26.00	$26.00		Bank Account
3908	Feb 5, 2015	4_ReceiptStation1_Thu / 3933	$4,481.50	$4,481.50		Bank Account
3909	Feb 5, 2015	14_Payson_Thu / 3932	$180.00	$180.00		Bank Account
3910	Feb 6, 2015	5_ReceiptStation1_Fri / 3934	$536.00	$536.00		Bank Account
3911	Feb 6, 2015	15_Payson_Fri / 3935	$184.00	$184.00		Bank Account
3912	Feb 9, 2015	1_ReceiptStation1_Mon / 3937	$494.00	$494.00		Bank Account
3913	Feb 9, 2015	11_Payson_Mon / 3936	$201.00	$201.00		Bank Account
3914	Feb 10, 2015	12_Payson_Tue / 3938	$55.00	$55.00		Bank Account
3915	Feb 10, 2015	2_ReceiptStation1_Tue / 3939	$695.00	$695.00		Bank Account
3916	Feb 11, 2015	3_ReceiptStation1_Wed / 3940	$1,108.80	$1,108.80		Bank Account
3917	Feb 12, 2015	4_ReceiptStation1_Thu / 3942	$260.00	$260.00		Bank Account
3918	Feb 12, 2015	14_Payson_Thu / 3941	$191.00	$191.00		Bank Account
3919	Feb 13, 2015	5_ReceiptStation1_Fri / 3944	$862.00	$862.00		Bank Account
3920	Feb 13, 2015	15_Payson_Fri / 3945	$112.00	$112.00		Bank Account
3921	Feb 17, 2015	1_ReceiptStation1_Mon / 3947	$0.00	$0.00		Bank Account
3923	Feb 17, 2015	12_Payson_Tue / 3946	$228.00	$228.00		Bank Account
3924	Feb 17, 2015	2_ReceiptStation1_Tue / 3948	$933.00	$933.00		Bank Account
3925	Feb 18, 2015	3_ReceiptStation1_Wed / 3950	$349.00	$349.00		Bank Account
3926	Feb 18, 2015	13_Payson_Wed / 3949	$141.00	$141.00		Bank Account
3927	Feb 2, 2015	previousday / 3953	$0.00	$0.00		Bank Account
3928	Feb 2, 2015	1_ReceiptStation1_Mon / 3926	$330.00	$330.00		Bank Account
3930	Feb 19, 2015	14_Payson_Thu / 3952	$163.00	$163.00		Bank Account
3931	Feb 19, 2015	4_ReceiptStation1_Thu / 3951	$856.00	$856.00		Bank Account
3932	Feb 20, 2015	15_Payson_Fri / 3955	$198.00	$198.00		Bank Account
3933	Feb 20, 2015	5_ReceiptStation1_Fri / 3956	$475.00	$475.00		Bank Account
3934	Feb 23, 2015	1_ReceiptStation1_Mon / 3958	$812.00	$812.00		Bank Account
3935	Feb 23, 2015	11_Payson_Mon / 3957	$175.00	$175.00		Bank Account
3936	Feb 24, 2015	2_ReceiptStation1_Tue / 3959	$2,100.00	$2,100.00		Bank Account
3937	Feb 24, 2015	12_Payson_Tue / 3960	$72.00	$72.00		Bank Account
3938	Feb 25, 2015	3_ReceiptStation1_Wed / 3961	$717.90	$717.90		Bank Account
3939	Feb 25, 2015	13_Payson_Wed / 3962	$64.00	$64.00		Bank Account
3940	Feb 26, 2015	4_ReceiptStation1_Thu / 3963	$386.00	$386.00		Bank Account
3941	Feb 26, 2015	14_Payson_Thu / 3964	$210.00	$210.00		Bank Account
3942	Feb 27, 2015	5_ReceiptStation1_Fri / 3965	$8,121.00	$8,121.00		Bank Account
3943	Feb 27, 2015	15_Payson_Fri / 3966	$274.00	$274.00		Bank Account
3950	Feb 27, 2015	previousday / 3974	$16.00	$16.00		Bank Account
3953	Feb 27, 2015	previousday / 3975	$378.00	$378.00		Bank Account
3969	Feb 27, 2015	previousday / 3992	$9.00	$9.00		Bank Account
		Total	$27,299.20	$27,299.20		

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($46.00)	$0.00	$0.00	($46.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($22.77)	$46.80	($100.00)	($75.97)
ADOT	AZ DEPT OF TRANS	($260.00)	$0.00	$0.00	($260.00)
APS	APS/COPIES	($185.00)	$1.00	$0.00	($184.00)
APSR	APS/RECORDINGS	($306.00)	$0.00	$0.00	($306.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($113.00)	$21.00	$0.00	($92.00)
AWC	ARIZONA WATER COMPANY	($189.00)	$0.00	$0.00	($189.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,490.80)	$0.00	$0.00	($1,490.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,042.00)	$0.00	$0.00	($2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
CRSI	Colorado Records Sooner Inc	($80.00)	$18.00	$0.00	($62.00)
CTS	COMPLETE TITLE SOLUTIONS	($1.00)	$0.00	$0.00	($1.00)
DS	DATA SERVICES	($1,000.00)	$9.00	($9.00)	($1,000.00)
EPN	eRecording Partners Network	($1,000.00)	$9.00	($9.00)	($1,000.00)
EQUIT	EQUITY SERVICES	($121.00)	$0.00	$0.00	($121.00)
EXCEL	EXCEL DOCUMENT SERVICES	($25.00)	$25.00	$0.00	$0.00
FARES	CORELOGIC	($296.40)	$190.00	$0.00	($106.40)
FATM	FIRST AMERICAN MICROFICHE	($1,399.20)	$258.60	$0.00	($1,140.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($549.00)	$0.00	$0.00	($549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	($933.20)	$190.00	$0.00	($743.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$164.50	$0.00	$0.00	$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($56.00)	$2.00	$0.00	($54.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDECOMM	INDECOMM	($1,000.00)	$74.00	($74.00)	($1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	($18.00)	$0.00	$0.00	($18.00)
Ingeo	Ingeo - eRecording	($1,055.00)	$566.00	($617.00)	($1,106.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$88.00	($88.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($877.00)	$0.00	$0.00	($877.00)
NewAcct1	Applied Technology Resources Inc	($200.00)	$0.00	$0.00	($200.00)
NTC	NATIONWIDE TITLE CLEARING	($982.00)	$126.00	($126.00)	($982.00)
PIONE	PIONEER TITLE AGENCY FICHE	($5,771.00)	$175.00	$0.00	($5,596.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($2,923.00)	$2,211.00	($7,000.00)	($7,712.00)
Public Works Floodplain	Gila County	($100.00)	$0.00	$0.00	($100.00)

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	($194.00)	$12.00	$0.00	($182.00)
RUI	RESEARCH UNLIMITED INC	($88.00)	$0.00	$0.00	($88.00)
simplifile	Simplifile - eRecording	($1,089.00)	$2,294.00	($2,294.00)	($1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,100.20)	$0.00	$0.00	($1,100.20)
TD	Timely Documents	($100.00)	$0.00	$0.00	($100.00)
Totals		**($26,382.97)**	**$6,316.40**	**($10,317.00)**	**($30,383.57)**

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2014-2015**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
Nov	855	3,050.00	13,119.80	4,622.25	2.00	20,794.05
Dec	973	3,510.75	5,976.69	40,499.00	5.00	49,991.44
Jan	1,027	3,632.00	4,636.60	2,659.30	1.00	10,928.90
Feb	1,068	3,926.50	11,987.06	5,037.50	2.00	20,953.06
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**8,203**	**30,006**	**76,696.73**	**68,549.92**	**37.00**	**175,289.40**

Fiscal Year All Monies **175,289.40**

ARF-3116 **Consent Agenda Item** **3. H.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: March 2015

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for March 2015.

Suggested Motion

Acknowledgment of the March 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly Report for March 2015

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: March, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	$ 4,375.53
RECEIVED DURING THE MONTH	$ 6,431.99
DISBURSED DURING THE MONTH	$ 4,874.62
BALANCE AT THE END OF THE MONTH	$ 5,932.90

Justice of the Peace

Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MARCH, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 50.50	$ 2.53	$ 47.97
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 504.97	$ 25.25	$ 479.72
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 147.50	$ 7.38	$ 140.12
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,454.48	$ 140.12	$ 4,314.36
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,051.95	$ -	$ 2,051.95
Game and Fish - Wildlife	ZGF		STATE	$ 172.13	$ 8.61	$ 163.52
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,942.17	$ 97.11	$ 1,845.06
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 25.36	$ 1.27	$ 24.09
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 3,404.50	$ 170.23	$ 3,234.27
Alternative Dispute Resolution	ZADR		T848-2061	$ 46.25	$ 2.32	$ 43.93
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ 140.13	$ 7.01	$ 133.12
Confidential Address Assessment - Local	ZCAA2			$ 7.37	$ 0.37	$ 7.00
Citizens Clean Elections	ZCEF		T888-2061	$ 1,947.71	$ 7.00	$ 1,940.71
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 9,234.33	$ 461.72	$ 8,772.61
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,890.00	$ 94.50	$ 1,795.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,102.30	$ 55.12	$ 1,047.18
DUI Abatement	ZDUIA		T889-2061	$ -	$ -	$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 346.12	$ 17.31	$ 328.81
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 142.92	$ 7.15	$ 135.77
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 952.10	$ 47.61	$ 904.49
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 18,820.64	$ 941.04	$ 17,879.60
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,362.29	$ 68.12	$ 1,294.17
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 1,481.24	$ 74.07	$ 1,407.17
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	$ 780.37	$ -	$ 780.37
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 153.99	$ -	$ 153.99
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,449.27	$ -	$ 1,449.27
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 352.45	$ -	$ 352.45
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,771.25	$ -	$ 1,771.25
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 179.95	$ -	$ 179.95
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 83.70	$ -	$ 83.70
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 55.80	$ -	$ 55.80
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 75.00	$ 3.75	$ 71.25
Law Enforcement Boating Safety Fund	ZLEAB			$ 75.00	$ 3.75	$ 71.25
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 411.09	$ 20.56	$ 390.53
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,553.71	$ 127.69	$ 2,426.02
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 1,876.77	$ 93.84	$ 1,782.93
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 234.50	$ 11.73	$ 222.77
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 81.64	$ 4.09	$ 77.55
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 91.25	$ 4.57	$ 86.68
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 745.63	$ 37.29	$ 708.34
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 8.00	$ 0.40	$ 7.60
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Officer Safety Equipment- County Attorney	ZOS14		0953-2061			
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 11.38	$ 0.57	$ 10.81
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 85.38	$ 4.27	$ 81.11
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 684.09	$ 34.21	$ 649.88
Prison Construction Fund	ZPCOF		T908-2061	$ 5,736.79	$ 286.84	$ 5,449.95
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 122.94	$ 6.15	$ 116.79
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 4,835.16	$ 241.76	$ 4,593.40
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 39.30	$ 1.97	$ 37.33
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 295.51	$ 37.33	$ 258.18
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,767.95	$ -	$ 2,767.95
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,845.30	$ -	$ 1,845.30

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MARCH, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 58.85	$ 2.95	$ 55.90
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Victims Rights Enforcement Fund	ZVREA	7	T957-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 106.72	$ 5.34	$ 101.38
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 77,795.70	$ 3,164.90	$ 74,630.80
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 74,630.80
					TOTAL RESTITUTION RECEIVED	$ 621.94
					TOTAL RECEIPTS THIS MONTH	$ 78,417.64

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/2/2015	8716	$ 12,301.06	ARIZONA STATE TREASURER
4/2/2015	8717	$ 65,393.26	GILA COUNTY TREASURER
4/2/2015	8718	$ 101.38	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 77,795.70	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of MARCH, 2015.

Jesse E. Bolinger
Justice of the Peace

Subscribed and Sworn to before me this 2nd **day of** April **, 2015.**

Susan LeMae Williams
Notary Public

My Commission Expires: February 12, 2017

SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

3174

ARF-3118 **Consent Agenda Item** **3. I.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: March 10, 2015; March 17, 2015; March 31, 2015

Submitted For: Marian Sheppard, Clerk of the Board

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

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Information

Subject

March 10, 2015; March 17, 2015; and March 31, 2015, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the March 10, 2015; March 17, 2015; and March 31, 2015, Board of Supervisors' meeting minutes.

Attachments

03-31-15 BOS Meeting Minutes

03-17-15 BOS Meeting Minutes

03-10-15 BOS Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: March 31, 2015

MICHAEL A. PASTOR
Chairman

TOMMIE C. MARTIN
Vice-Chairman

JOHN D. MARCANTI
Member

MARIAN E. SHEPPARD
Clerk of the Board

By: Laurie J. Kline
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Stacie Allison led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS

A. Information/Discussion/Action to approve submission of renewal for Grantee Agreement No. GRA-RC004-14-0616-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of $65,000 for fiscal year July 1, 2015, through June 30, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, stated that this item is an annual grant renewal agreement as described above for the Gila region of the County, and that the amount of the grant has been reduced by $20,000; consequently, the Gila County Library District will lose temporary part-time liaison workers and the ability to offer subscriptions to Ladybug and Click magazines. There are 1,700 children currently enrolled in this program; however, the goal is to enroll 1,800 children. Every child enrolled in this

program is mailed a free book each month to encourage early learning. The program is provided to children from their birth through age five. Ms. Griffin added that in spite of the reduction in funding, she feels that this program is financially sustainable.

Vice-Chairman Martin asked if the demographics of the enrollees can be determined. Ms. Griffin replied that the number of children enrolled in the program is based on zip codes according to the census and she advised that the census information can be sorted by zip code. Chairman Pastor requested a summary of the information, to which Ms. Griffin replied that it would be provided to the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved submission of renewal for Grantee Agreement No. GRA-RC004-14-0616-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of $65,000 for fiscal year July 1, 2015, through June 30, 2016.

B. Information/Discussion/Action to approve Grantee Agreement No. GRA-RC029-16-0761-01 that is between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $70,000 for the period July 1, 2015, through June 30, 2016.

Ms. Griffin advised that this program will be provided to the San Carlos Apache Tribe region and it is identical to the program being provided to the Gila region, as stated in the previous agenda item. This program was implemented at San Carlos last year and Ms. Griffin was pleased to announce that the funding for this program was not reduced for this year. There are 609 children presently enrolled in this program, and 300 children have graduated from the program (by turning 6 years of age). Community liaisons will continue outreach efforts to the parents of children aged birth to five years throughout areas of the San Carlos Apache Tribe region to encourage participation in this early literacy program. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Grantee Agreement No. GRA-RC029-16-0761-01 that is between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $70,000 for the period July 1, 2015, through June 30, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

C. Information/Discussion regarding the establishment of "vote centers" and replacing Elections Department equipment needed to conduct elections.

Eric Mariscal, Elections Director, provided an overview of the concerns facing the Elections Department with regard to conducting elections. It is becoming increasingly more difficult to find people that are willing to work during elections and any time someone new is hired, they must undergo training which is an added expense to the County. He also added that Gila County has numerous polling locations; however, the number of people voting at polling locations continues to decline each year. Each polling location must have a certain number of workers and voting equipment. The voting equipment has become outdated and needs to be replaced in the near future.

Mr. Mariscal presented some options, as follows:

1) Consolidate polling sites by redrawing precinct boundaries.
2) Co-locate more precincts to reduce the number of polling places. (Currently there are 39 precincts that utilize 33 polling sites. The downside to this reduction would be that poll workers would be required to handle different ballots for each of the voting precincts, resulting in the probability of increased human error.)
3) Establish vote centers. (The vote center concept would allow Gila County voters, regardless of a voter's assigned precinct, the opportunity to vote at any vote center in Gila County. The advantage of implementing vote centers is there wouldn't be a need to redraw precincts, but it would require the County to purchase new voting equipment.)

Mr. Mariscal then reviewed the benefits of implementing vote centers:

- Cost savings to the County
- Fewer people voting at polling locations
- More people now vote by mail

He explained the difference between urban vote centers and rural vote centers. An urban vote center would be established in the Globe, Miami, Payson and Star Valley areas and each vote center would utilize a ballot on demand printer that would allow any registered Gila County voter to cast their vote. A rural vote center would be the traditional established polling locations, which are in the outlying areas of Gila County to include the Copper Basin, Gisela, Pine-Strawberry, Roosevelt-Sierra Ancha, Tonto Basin, Whispering Pines, Young, Zane Grey, Canyon Day, Carrizo and San Carlos. Preliminary testing for a cellular connection at Carrizo indicated a connectivity issue that may exclude that location as a rural vote center. There wouldn't be a ballot on demand printer at the rural vote centers; however, the voter could use an accessible

voting device known as a "touch screen unit" to cast their ballot if they were not registered in the precinct.

Concerns relating to the implementation of vote centers:
1) Many voters are resistant to change because they enjoy voting at their traditional polling location.
2) The cost to purchase new equipment as there are ever diminishing County resources, and no federal funding.
3) Should the State shift to all mail elections, it would make new polling place equipment obsolete.

Mr. Mariscal proceeded to review the need to purchase new voting equipment as the County's voting equipment is failing and has reached its shelf life, as follows:
1) E-Poll Books (25)
2) Accessible Voting Units (25)
3) Central Count Unit (1)
4) Election Software

Mr. Mariscal stated that if the Board at some future date approved his "wish list" as stated in 1-4 above, the cost would be approximately $350,000. He stated that due to the foresight of the previous Elections Department Director, the Elections Department has approximately $275,000 on hand that could be used toward the purchases of items 1-4 above. He then suggested some other possible cost saving measures that could be taken. He suggested that the Elections Department could program the ballots instead of using a vendor. The County would then only need to use a vendor to print the ballots, and for smaller precincts, the Elections Department could also print those ballots.

Mr. Mariscal concluded his presentation by stating that the next step would be for the Board to direct the Elections Department to create a detailed plan of action to include the number and locations of vote centers, and a recommendation of a vendor for equipment procurement with a cost breakdown.

A brief discussion ensued with Vice-Chairman Martin as to the possible vote center locations. She didn't agree with the suggested number of urban and rural vote centers, so she offered some alternatives. She also expressed a concern for the potential of the State going to all mail ballots because she believes that many voters, who have voted at the same location for many years, would be upset with this change as they want to continue voting at their precinct location. Supervisor Marcanti advised that shifting to all mail ballots was an issue that was discussed at a recent County Supervisors Association meeting. At that meeting it was noted that counties such as Gila, Graham, Apache and Navajo all have Indian reservations. Up to 70% of the voters on

Indian reservations vote at their polling locations versus early voting by mail, so he feels that if the State chose to go to all mail voting, there would be considerable opposition from that population. He thinks there currently there are too many polling locations in Gila County. Mr. Mariscal reiterated that if vote centers were to be established in Gila County, a voter may vote at any of the vote centers. Chairman Pastor also stated that establishing vote centers may be a viable option. On behalf of the Board, Chairman Pastor thanked Mr. Mariscal for the presentation and encouraged him to continue with the "next step" in the process, which is to present a detailed plan of action to the Board of Supervisors at a future Board meeting, which would require Board action.

D. Information/Discussion for the Board of Supervisors to consider the budget data and accompanying information, and budget assumptions and policies developed by staff relative to the development and preparation of the FY16 Gila County budget.

Don McDaniel, County Manager, stated that this is the first time that the listing of budget assumptions, variables and policies has been brought to the Board in advance of presenting the County's tentative budget to the Board for its adoption, as this level of discussion was historically handled at the staff level. He advised that for the past 6-7 years, the County has had to adjust its budget due to the decrease in property valuations and resulting decline in property tax revenues. In addition, there have been budget sweeps at the State level which have resulted in unfunded mandates. He also wanted to recognize the efforts made by elected officials and department heads to reduce their budgets over the past 6-7 years by reducing staff and looking at ways to improve work processes. He pointed out that this year, in particular, the elected officials and department heads were asked to absorb the increases in salaries that were given to employees as a result of the implementation of the employee classification and compensation study recommendations, which was approved by the Board on June 3, 2014.

Jeff Hessenius, Finance Division Director, stated that the policies and assumptions include developing a structurally balanced budget which maintains the County's commitments to fund services for employee medical insurance cost increases, employee retirement benefits cost increases, additional costs related to PSPRS (Public Safety Personnel Retirement System) and CORP (Correctional Office Retirement Plan) increases, and employee CPI (consumer price index) and performance salary increases.

He reviewed one of the assumptions, which is to maintain the existing property tax rate as there has been a 16% increase in property valuations that has taken place within the past year, from $416M last year to $480M this year, which has resulted in an increased tax levy of $3M. Mr. Hessenius advised that the County must conduct a public hearing to maintain its current

property tax rate of $4.19. Don McDaniel, County Manager, further explained that the statutory requirement to have a public hearing is new information that was recently obtained from the Department of Revenue. The current property tax rate is $4.19, but because the County has a newly adjusted TNT (truth in taxation) rate of $3.64, which is below the current property tax rate, a public hearing is required. Other assumptions include: 1) Public Works operating within reduced funding levels that are relative to the continuation of the County's ½-cent transportation excise tax; 2) the County will absorb State funding reductions and shifts; 3) elected officials and department heads will manage staffing and salaries to stay within FY15 funding and staffing levels; and 4) the County's public service levels will be maintained in law enforcement, criminal prosecution, judicial services, roads, health service and community services.

The total amounts of the historical impact of State funding shifts, reductions and eliminations existing from FY09-FY16 are as follows:

- Highway User Revenue Funds (HURF) shift to the Department of Public Safety (DPS) $2,025,475
- State Shared Lottery, $1,650,105
- Community Colleges, $1,625,000
- Restoration to Competency, $1,570,475
- Transaction Privilege Tax on smelter electricity $600,000
- County Assistance Fund $275,155
- Justice of the Peace Salary share reduced $263,774
- ACJC Indigent Defense $36,435
- DPS Lab, $23,245

Total FY09- FY16 $8,067,664

The Board held a brief discussion regarding a few of the aforementioned topics and agreed that the Board needs to have a more detailed discussion in the future regarding the current tax rate, reduction in HURF, and required funding from the County to conduct the upcoming Presidential Preference Election

Vice-Chairman Martin expressed her disappointment in the policy changes that occurred during this year's legislative session, to which Supervisor Marcanti agreed. She would have preferred that the State provided a dollar amount that was required of each county to pay, rather than making policy changes that have long-term and negative affects upon the counties. Chairman Pastor added that there has been recent discussion amongst several counties about conducting the Presidential Preference Election and then shifting that cost to the State or possibly not conducting the election at all.

Mr. McDaniel concluded by stating that because of the hard work of the Board of Supervisors in past years and especially the hard work of John Nelson, former Finance Director, in setting aside financial reserves, the County is in an excellent financial position in comparison to other Arizona counties. The County was able to "weather the storm" in recent difficult years by using $8M of the reserves and reducing the number of employees each year. He attributed that to the efforts of elected officials during those difficult years. He stated, "We are still providing an excellent level of service; all of the elected officials are providing the kind of services they need to provide to fulfill their elected responsibilities; we are in fairly good shape; and we are going to be able to make it through this year just as well."

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events. The County Manager had no comments at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:44 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: March 17, 2015

MICHAEL A. PASTOR
Chairman

TOMMIE C. MARTIN
Vice-Chairman

JOHN D. MARCANTI
Member

MARIAN E. SHEPPARD
Clerk of the Board

By: Laurie J. Kline
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Johnny Sanchez led the Pledge of Allegiance and Rula Colvin of the St. Paul's United Methodist Church in Globe delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to authorize the Community Services Division's submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of $275,000 to be utilized for housing rehabilitation for fiscal year 2015, and to adopt related Resolution No. 15-03-01, which is included as part of the application.

Malissa Buzan, Community Services Division Director, stated that the deadline to submit this grant application is March 20, 2015. It is a competitive grant that is specific to rural areas. Supervisor Marcanti inquired if there are any homes to be rehabilitated in the Hayden-Winkelman area. Ms. Buzan replied that the County is currently rehabilitating two homes in Hayden for the Town of Hayden using Community Development Block Grant funds. She added that many of the homes in this area have issues with lead, so at times there isn't enough grant funding to bring the house up to the County's building code requirements. In those cases, the County may only do some emergency weatherization repairs to the home. She pointed out that another issue of

concern to homes throughout the County is that the owner of a home has transferred title of their home to multiple siblings, which disqualifies the owner from receiving these funds. Ms. Buzan added that, at times, the County is able to help resolve the home title issue. Chairman Pastor noted that there are 22 people who are on a waiting list for a 12-month period. Ms. Buzan replied that 12 months is a relatively short period of time, so that number would generally apply to a major home rehabilitation project. In general, she advised that there is only enough money to rehabilitate approximately 6 homes per year; however, there are times the County may be able to complete a greater number of homes in a year. Chairman Pastor asked Ms. Buzan if she received official notice from the State regarding future funding for Gila County's housing rehabilitation program. Ms. Buzan replied that she hasn't received any official word from State representatives; however, she heard that due to the State's budget deficit, the State swept most of the funds for housing rehabilitation programs, especially for the rural areas of the State. She will advise the Board of Supervisors as soon as she receives official notification from the State. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the Community Services Division's submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of $275,000 to be utilized for housing rehabilitation for fiscal year 2015, and adopted related Resolution No. 15-03-01, which is included as part of the application. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to authorize the Community Services Division's submission of a Community Investment Fund Grant Application in the amount of $20,000 to Freeport-McMoRan which, if approved, will be used to provide minor home repairs to eligible citizens residing in Globe, Miami, and Claypool during the period of July 1, 2015, through June 30, 2016.

Ms. Buzan stated that it would be beneficial to apply for this grant from Freeport-McMoRan in order to leverage the funds with additional funding sources. The County received a $10,000 grant in 2014, to operate a minor home repair program for elderly and disabled low-income residents. These funds are added to funding sources received by the Community Services Division to assist with emergency home repairs for the elderly citizens in Gila County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Community Services Division's submission of a Community Investment Fund Grant Application in the amount of $20,000 to Freeport-McMoRan, which, if approved, will be used to provide minor home repairs to eligible citizens residing in Globe, Miami, and Claypool during the period of July 1, 2015, through June 30, 2016.

C. Information/Discussion/Action to approve Service Agreement No. 021915-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#6510, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Payson for a fee of $63,102.59, with all work to be completed by June 30, 2015.

Jeff Hessenius, Finance Division Director, stated that this agenda item is part of the major rehabilitation project, as previously discussed, and that the request for bid proposal was advertised in in the Arizona Silver Belt newspaper on January 28, 2015. A walk-through of the subject home was conducted on February 4, 2015, with two prospective vendors that each submitted bids by the deadline of February 12, 2015. Rodriguez Constructions, Inc. was the lowest most responsive bidder; therefore, approval of the service agreement was recommended. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Service Agreement No. 021915-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#6510, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Payson for a fee of $63,102.59, with all work to be completed by June 30, 2015.

D. Information/Discussion/Action to approve Service Agreement No. 021915-2 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#10054, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Globe for a fee of $63,770.00, with all work to be completed by June 30, 2015.

Mr. Hessenius stated that the request for bid proposal was advertised in the Arizona Silver Belt newspaper on January 28, 2015. A walk-through of the subject home was conducted on February 4, 2015, with two prospective vendors that each submitted bids by the deadline of February 12, 2015. Rodriguez Constructions, Inc. was the lowest most responsive bidder; therefore, approval of the service agreement was recommended. Chairman expressed concern that Rodriguez Constructions, Inc. would be able to complete the three major rehabilitations projects with the same completion date of June 30, 2015. Ms. Buzan stated that Rodriguez Constructions, Inc. is required to sign a 90-day contract which includes the completion date for each project; she believes that the contractor will complete the projects as promised. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Service Agreement No. 021915-2 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#10054, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Globe for a fee of $63,770.00, with all work to be completed by June 30, 2015.

E. Information/Discussion/Action to approve Service Agreement No. 022415-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#3140, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Globe for a fee of $56,225.00, with all work to be completed by June 30, 2015.

Mr. Hessenius stated that a request for bid proposals was advertised in the Arizona Silver Belt newspaper on February 4, 2015, and a walk-through of the subject home was conducted with two prospective vendors on February 11, 2015. The bids were due on February 19, 2015. Rodriguez Constructions Inc. was the sole vendor to submit a bid for this project as the second vendor declined to bid on the project via email on Thursday February 19, 2015; therefore, Rodriguez Constructions, Inc. was the successful bidder for this project as described above.

Supervisor Marcanti inquired as to the nature of the rehabilitation, i.e., if the projects are critical to life, such as electrical, heating, cooling, windows, roofing, issues, etc. Ms. Buzan replied that he was correct and added that the projects are completed in order to become compliant with International Building Code or State Building Code and include items such as insulation for heating and cooling issues, as well as electrical and plumbing safety issues corrections. Vice-Chairman Martin confirmed that in addition to Building Code deficiencies, the rehabilitation projects are more for health and safety, to which Ms. Buzan concurred. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Service Agreement No. 022415-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#3140, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Globe for a fee of $56,225.00, with all work to be completed by June 30, 2015.

F. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 110514 to provide janitorial services at various County facilities located in southern Gila County.

Mr. Hessenius stated that the existing contract to provide janitorial services in southern Gila County will expire on May 17, 2015. If this agenda item is approved, it will allow the Purchasing Department to advertise a Request for Proposals (RFP) to ultimately enter into a new contract to provide the same services. Chairman Pastor inquired if the Copper Administration Building, which is currently under construction, could be added to the scope of work under this contract. Mr. Hessenius replied that because the construction completion date is unknown for the Copper Administration Building, a separate RFP will be issued to provide services for that building, and adjustments could be made to this contract to discontinue providing services at certain locations

once County staff move out of those locations and move into the Copper Administration Building. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Request for Proposals No. 110514 to provide janitorial services at various County facilities located in southern Gila County.

G. Information/Discussion/Action to approve a Quote and Purchase Addendum (Quote No. QUO-06470-W1S2B7) with Spillman Technologies, Inc. in the amount of $59,113 for the purchase of an Equipment Maintenance Module, Spillman Imaging, and Spillman E9-1-1 Interface in order to update the Spillman software at the Sheriff's Office.

Sarah White, Sheriff's Office Chief Administrative Officer, stated that this agenda item is to request the approval to purchase three modules for the Spillman Technologies Software System (Spillman) currently in use by the Sheriff's Office. She explained each of the three modules as follows: 1. The Equipment Maintenance Module is similar to inventory tracking and will facilitate the storage of data to the Spillman server. It will also provide additional access to users by giving allowing multiple users to track equipment that is out in the field. 2. The Imaging Module will primarily be used in the detention center, but will also be useful in the dispatch patrol and records center by having the ability to send photos in real time to deputies in the field at the time an individual is booked into the jail. 3. The E9-1-1 Interface Module connects the State 9-1-1 system with Spillman automatically, eliminating the manual transfer of the data. The benefits are a quicker response time, and reduced data input error.

Vice-Chairman Martin stated that she is glad to be able to assist the Sheriff's Office in this way. Supervisor Marcanti agreed that this purchase would be helpful to the Sheriff's Office.

Chairman Pastor inquired if this system would display a photo on the new computers recently approved for purchase through a grant. Ms. White indicated that a trial run was going to be conducted before the grant is awarded for the purchase of new computers in order to ensure the equipment will function together properly. He then inquired about 9-1-1 calls being sent to Globe when the call should have been sent to Payson. Ms. White explained that the State 9-1-1 system has "trunks" and because of the way Gila County is situated, there is one trunk that comes from Tucson and one trunk that comes from Phoenix, so that is the reason for that type of issue for the citizens. She added that the State is working on a long-term solution for that issue.

Jon Cornell of KQSS radio asked if there will be additional maintenance costs associated with the purchase of the three aforementioned software modules. Ms. White replied that the yearly maintenance cost for the three additional modules is approximately $5,323 and includes upgrades and service calls.

Sheriff J. Adam Shepherd clarified the question with Mr. Cornell and the question was asked and answered as stated above. He reiterated that the cost of the maintenance agreement included technical support for the three additional modules. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Quote and Purchase Addendum (Quote No. QUO-06470-W1S2B7) with Spillman Technologies, Inc. in the amount of $59,113 for the purchase of an Equipment Maintenance Module, Spillman Imaging, and Spillman E9-1-1 Interface in order to update the Spillman software at the Sheriff's Office.

H. Information/Discussion/Action to approve the Health and Emergency Services Division's electronic submission of a 2015 Arizona State Homeland Security Grant Program Application in the amount of $58,000 to the State of Arizona Department of Homeland Security on behalf of the Eastern Region (Pinal, Gila, Graham, and Greenlee Counties) which, if approved, will enable the Eastern Region to develop a multi-year training plan as well as support National Incident Management System compliant training for first responders.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that this application to the Department of Homeland Security as described above is a joint grant application with the County's regional partners to increase training for the purpose of National Incident Management System compliance and to increase preparedness in the County. Chairman Pastor inquired if this item works with the Everbridge Mass Notification system (Everbridge), to which Mr. O'Driscoll replied that Everbridge is completely separate from this grant application submittal request and the training courses will be paid by the funds received from this grant. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Health and Emergency Services Division's electronic submission of a 2015 Arizona State Homeland Security Grant Program Application in the amount of $58,000 to the State of Arizona Department of Homeland Security on behalf of the Eastern Region (Pinal, Gila, Graham, and Greenlee Counties) which, if approved, will enable the Eastern Region to develop a multi-year training plan as well as support National Incident Management System compliant training for first responders.

I. Information/Discussion/Action to authorize the Clerk of the Board to remove Assessor's tax parcel numbers 102-15-002C, 301-26-044B, 207-15-033 and 207-15-034 from the upcoming Board of Supervisors' Property Tax Sale/Auction advertisement; authorize the sale of parcel numbers 102-15-002C and 301-26-044B to Gila County for $1 each and the sale of parcel numbers 207-15-033 and 207-15-034 to the City of Globe for $1 each, so that all four parcels can be used for a public purpose for transportation or flood control; and authorize the Chairman's signature on the Quit Claim Deeds.

Marian Sheppard, Clerk of the Board, stated that in 2014, the County Treasurer deeded the four parcels, as stated above, and approximately 40 additional parcels to the State of Arizona in care of the Board of Supervisors because they are located in Gila County. She explained that each year the County Treasurer issues Treasurer's Deeds (TDs) deeding property to the State of Arizona c/o Board of Supervisors when a property owner has not paid property taxes for the past seven (7) years. After the TDs have been recorded, they are presented to the Clerk of the Board of Supervisors Department along with photos, maps and other pertinent information relating to these properties. An internal review is conducted to determine if any of the parcels could be sold to a county, city, town or special district for a public purpose related to transportation or flood control. The statutory process allows the Board of Supervisors to sell these parcels before the Board conducts its annual property tax sale/auction. Four parcels were identified that could be used for a public purpose for flood control or transportation; two of which could be sold to Gila County, and two that could be sold to the City of Globe. Gila County would benefit by purchasing the following two parcels: 1) parcel number 102-15-002C is a part of Kellner Canyon Road in Globe. This parcel was created due to a lot line adjustment; and 2) parcel number 301-26-044B is a small triangular parcel that is off of South Road in Pine that drops off into Pine Creek. It is in the area of Pine Creek Drive and Lakeview Drive. The City of Globe would benefit by purchasing parcel numbers 207-15-033 and 207-15-034. These parcels adjoin one another and consist of possibly a portion of La Mesa Terrace Road and part of a hillside in Globe.

Vice-Chairman Martin appreciated the effort put forth by Ms. Sheppard to identify the parcels to be used in this manner. Supervisor Marcanti commented that Ms. Sheppard explained the process very well. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the Clerk of the Board to remove Assessor's tax parcel numbers 102-15-002C, 301-26-044B, 207-15-033 and 207-15-034 from the upcoming Board of Supervisors' Property Tax Sale/Auction advertisement; authorized the sale of parcel numbers 102-15-002C and 301-26-044B to Gila County for $1 each and the sale of parcel numbers 207-15-033 and 207-15-034 to the City of Globe for $1 each, so that all four parcels can be used for a public purpose for transportation or flood control; and authorized the Chairman's signature on the Quit Claim Deeds.

J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-227 located in Hayden, which has been deeded to the State of Arizona in care of the Board of Supervisors.

Ms. Sheppard stated that parcel number 101-07-227 was deeded to the State of Arizona by the County Treasurer in 2010; however, it was not sold at the Board of Supervisors' yearly auction. It was later added to a list of properties

that are available for purchase year round through the County's sealed bid process. The subject parcel is located at 565 West Fourth Street in Hayden, Arizona, and the total lien amount is $3,443.45, which is the minimum bid requirement. She opened the sealed bid and announced that Joshua Sulwer submitted a bid in the amount of $3,443.45. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted a bid from Joshua Sulwer in the amount of $3,443.45 for the purchase of Assessor's tax parcel number 101-07-227.

Item 3 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approve the reappointment of Judge Gary V. Scales as Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2015, until June 30, 2016.

B. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS14-063025) with the Arizona Department of Health Services in the amount of $47,968.56 to provide workforce development infrastructure to the Gila County Health and Emergency Services Division to prepare for national accreditation for the period of October 1, 2014, through September 30, 2015.

C. Approval of Amendment No. 1 to Population Health Policy Initiative Intergovernmental Agreement (Contract No. ADHS12-021335) between the Arizona Department of Health Services and Gila County Health and Emergency Services Division in the amount of $54,685.00 to extend the contract through June 30, 2015, and to make some other minor changes.

D. Approval of Amendment No. 1 to a Funding Agreement between the Arizona Department of Housing and Gila County (Division of Community Services, Housing Services) for Owner Occupied Housing Rehabilitation (Contract No. 309-13) to extend the contract through July 15, 2015.

E. Approval of Amendment No. 5 to Contract No. Gila 10102 between Gila County and Central Arizona Governments for Program Year 2014 to add carryover funds to provide Workforce Investment Act Adult Services in the amount of $421,124.21, bringing the total contract amount to $1,207,345.21, and to extend the contract through June 30, 2015.

F. Approval of Amendment No. 5 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2014, to add carryover funds in the amount of $363,283 bringing the total contract

amount to $1,121,611, and to extend the contract through June 30, 2015.

G. Approval of the Gila County Administrative Plan for the Housing Choice Voucher Program as required by the U.S. Department of Housing and Urban Development effective February 25, 2015, through June 30, 2015, at which time the Plan will be reviewed and updated if deemed necessary by the Public Housing Authority.

H. Approval of an application submitted by Thomas Edward Coons to acquire control of a liquor license (No. 12043089) that is in operation at Maverick Smoked BBQ Steaks & Seafood located in Pine.

I. Acknowledgment of the February 2015 monthly activity report submitted by the Globe Regional Constable's Office.

J. Approval of the February 2, 2015, and February 17, 2015, Board of Supervisors' meeting minutes.

K. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 16, 2015, to February 20, 2015; and February 23, 2015 to February 27, 2015.

L. Approval of finance reports/demands/transfers for the weeks of March 10, 2015, and March 17, 2015.

March 10, 2015

$335,941.89 was disbursed for County expenses by check numbers 268660 through 268824.

March 17, 2015

$1,791,731.10 was disbursed for County expenses by check numbers 268825 through 269007. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3-A through 3-L.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board

of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 5 – At any time during this meeting pursuant to A.R.S. §38-431.02 (K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:50 a.m.

APPROVED:

_____
Michael A. Pastor, Chairman

ATTEST:

_____
Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: March 10, 2015

MICHAEL A. PASTOR
Chairman

TOMMIE C. MARTIN
Vice-Chairman

JOHN D. MARCANTI
Member

MARIAN E. SHEPPARD
Clerk of the Board

By: Laurie J. Kline
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Margie Chapman led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding Community Development Division programs.

Don McDaniel, County Manager, stated that a few weeks ago Supervisor Marcanti suggested that it would be beneficial to the Board of Supervisors, citizens and members of the press if County divisions/departments periodically presented an update on their division's/department's activities. As follow-up on that suggestion, Mr. McDaniel advised that today's agenda items are an update on the Community Development Division and the Health and Emergency Services Division.

Bob Gould, Community Development Division Director, stated that in 2005, LL Decker & Associates, Inc. was hired as a consultant to review the services provided by the Community Development Division with the major focus on the Building Permitting Department. Some of the issues identified as a result of the study included delays in obtaining permits, confusing plan review and permitting process, poor communication between County staff and applicants requesting permits, and unrealistic customer expectations. Changes were

made and a One-Stop Shop Program was implemented to enhance the overall review process and to make it easier for customers. Mr. Gould provided a brief overview of the Division Update Report and he advised that staff would provide more detailed information.

Jake Garrett, Environmental Engineering Manager, provided an overview of the responsibilities of the Wastewater Department. He stated that Wastewater Department staff often act as a referee with regard to customer complaints and resolving issues. He advised that the LL Decker study includes 3 major changes that were made for the purpose of centralizing the review and permitting process (One-Stop Shop Program). The Wastewater Department assumed the responsibilities for plan review and inspection for private septic systems and permitting for new wells in 2006. The Department now consists of 2½ employees. The Department assumed the responsibilities for initial review for compliance with floodplain regulations in 2006. One additional employee was added to assist the Public Works Division with review for floodplain safety in 2006. The Code Enforcement Program was expanded in 2006, which resulted in 3 employees operating under this Program. The County implemented the contracted position of Code Enforcement Hearing Officer to hear cases for violations of various County ordinances. Mr. Garrett advised that the Department increased its fees for wastewater. Chairman Pastor inquired if there were complaints with regard to the fees increase to which Mr. Garrett stated that there have been none.

Scott Buzan, Chief Building Official, provided information regarding services provided to citizens, his recent professional development activities, and upcoming departmental projects.

Margie Chapman, Code Enforcement Supervisor, advised that the Code Enforcement Program began in 2006. As this was a newly introduced concept, she stated that the Board was more lenient on code enforcement during the first couple years of the program. On September 9, 2008, the Board adopted a Clean and Lien Ordinance. The ordinance allowed the County to clean up a property when a property owner refused. The costs to clean the property plus fines were then assessed to the property owner. When the ordinance was adopted, the Code Enforcement Department was given a budget of $50K to enforce the ordinance, and a hearing officer was hired to hear appeals. Ms. Chapman advised that the Code Enforcement Program operated successfully between 2008 through 2012 because most property owners who were in violation of the ordinance were taking the ordinance seriously and were cleaning up their properties. The County used the $50K to clean up those properties for those individuals that didn't comply with the ordinance. It was believed that the $50K was established as a separate account that could be used to clean up properties and that any collected fines were also deposited into that account; however, it was later learned that all of the money was deposited into the County's General Fund so there currently isn't available

money to clean up the properties. Ms. Chapman advised that there were fewer cases of non-compliance in years past than there are at present because there are people that just ignore the warnings to clean up their properties. She expressed concern in not having the ability to enforce the Clean and Lien Ordinance due to a lack of funds.

Vice-Chairman Martin stated that at the inception of the program it was funded with $50K and she didn't realize the funds collected from fines were not going back into the Code Enforcement Program, but are being deposited into the County's General Fund. She added that in order to maintain the integrity of the program, the fines collected from code violations should be rolled back into the program.

Chairman Pastor stated that Supervisorial District II is in "bad shape" and he hopes that by hiring, Hearing Officer Don Voakes, the Clean and Lien Ordinance will be enforced to the fullest extent. He also agreed that the fines collected from code violations should be rolled back into the program and that he would discuss this matter with the Finance Director and the County Manager.

Supervisor Marcanti inquired as to the distinction of the code violations. Ms. Chapman, Mr. Garrett, and Mr. Gould discussed with the Board the various types of violation issues. Mr. Garrett stated that the Division receives $1K from notice of transfer fees and that may be earmarked as a septic replacement fund that can be used by citizens and repaid.

Jon Cornell, KQSS Radio, inquired if there is a mechanism in place to address abandoned homes in unincorporated areas of the County. Chairman Pastor stated that when he sees unsightly areas, he reports them to the Division to investigate for code violations. Mr. Cornell added that he is aware of contractors that would like to purchase abandoned buildings in the County to clean up.

Ms. Chapman stated that there are circumstances in which there is nothing the County can do to clean up a property because the land is owned by the State of Arizona and there are liens against several of those properties.

Don Voakes, Code Enforcement Hearing Officer, provided a brief history of his professional experience. He expressed his support of the Board and his commitment to enforce the ordinance. Mr. Voakes also commented that he, too, has observed homes in the County that are a hazard to the community. The Board agreed to put forth a concerted effort to enforce the Clean and Lien Ordinance.

Vice-Chairman Martin offered one last comment regarding building permitting requirements and she questioned the reason a taxing authority, such as a fire

district, would be required to obtain a building permit from another taxing authority (Gila County) for a building expansion. She suggested that the Board should hold a discussion on this topic in the near future, to which the other Board members agreed.

B. Information/Discussion regarding the potential purchase of a Mass Notifications Suite using the Federal Emergency Management Agency's Emergency Management Performance Grants Program 50/50 match funds that will be used by the Health and Emergency Services Division.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that communication is a challenge in Gila County, especially during an emergency. The results of a survey conducted in 2013, show that 60% of people who own a cell phone in the U.S., own a smart phone. During a response, the County does not have the resources to make personal phone calls, so the County needs a product that ties all modes of communication together. Based on research conducted by the Health and Emergency Services Division, the recommended solution would be to purchase the Everbridge Mass Notification system. Mr. O'Driscoll provided a slide presentation entitled Everbridge, Solutions for Critical Communications and the highlights are as follows:

Everbridge was founded in 2002, and it serves over 2,000 clients; has 9 global data centers; manages 50 million contacts; and employs over 250 people. The County would be able to utilize the Everbridge system to send notifications to Gila County residents in the event of an emergency and during internal network failure.

Everbridge was instrumental in the following two examples:

Hurricane Sandy: Massive Scale

- 25.686 broadcasts/ 8.5 million messages
- 5.9 million people contacted
- 8 seconds median time to launch

Boston Marathon Attack: Dynamic & Tactical

- Boston, Waltham, Watertown, the MBTA, Boston Public Library, business, universities and hospitals used Everbridge to:
- Coordinate emergency response
- Orchestrate the manhunt
- Announce service suspensions
- Staff nurses and doctors
- Check on employee safety
- Broadcast shelter in place

Mr. O'Driscoll added that Everbridge is third in line following the Central Intelligence Agency and the Federal Bureau of Investigations with the ability to send messages via the Federal Communications Commission. Chairman Pastor stated that considering all of the methods of communication available, he inquired, "What exactly does Everbridge do differently?" He also asked if the Everbridge system would be compatible with the County's communication system, to which Mr. O'Driscoll replied that Everbridge coordinates all of the communication systems into one response system.

Josh Beck, Emergency Management/Public Health Emergency Preparedness Manager, added that research was conducted prior to choosing Everbridge to try to ensure that the company was credible and had foreseeable longevity to manage the County's data.

Mr. O'Driscoll resumed reviewing the slide presentation and he highlighted some of the clients and different uses of the applications of the Everbridge system. He also stated that the Everbridge system can be used by all of the first responders and fire districts in the County that choose to participate. A communications committee was formed which includes staff from the Information Technology Department, Sheriff's Office, and Public Works Division. Monthly meetings have been held to discuss issues which include the implementation of the Everbridge system as a viable option for consideration by the Board of Supervisors. The data management was then explained by Mr. O'Driscoll and Mr. Beck.

Jon Cornell of KQSS radio inquired if the Everbridge system ties into the Emergency Alert System (EAS). Mr. O'Driscoll stated that any member of the community could participate in this notification system. Mr. Cornell asked if the data could be converted to radio format, to which Mr. Beck replied that it is a completely different system and can't be converted to radio format. Mr. Cornell asked how the system would work if there wasn't cell phone service or electricity. Mr. O'Driscoll replied that the Health and Emergency Services Division has a separate network system for emergency operation plans which has its own separate Internet system from the County's network system, and which is connected to a generator. Mr. Cornell asked for clarification as to how emergency communications would be conveyed to citizens who don't opt into the Everbridge system. Mr. Beck explained that the type of emergency would dictate the method of delivery of the communication; in some cases citizens would get the information if opted into the Everbridge system or not. Mr. Beck also stated that the data could be obtained using reverse 9-1-1 or public records. Mr. Cornell asked if there are any violations of privacy issues associated with this technology. Mr. O'Driscoll replied that Gila County residents could volunteer to participate in the provision of personal data for the purpose of emergency notifications. If electricity, Internet or telephone service went out, this particular system would not be effective to communicate in the local area; however, there are hand-held radios, ham radio (amateur radio

operator) and other communication methods for emergency communication to the residents.

Shelly McPherson, Human Resources Director & Risk Management, added that if residents are using a land line and do not have a wireless telephone, the land line "will not go down." Telephone companies are mandated by the Federal Communications Commission to have generators in the central offices so that service is almost always operational to provide emergency communication. If there is a dedicated land line plugged directly into the land line wiring in the wall outlet, it can be reached by a satellite phone.

Don Voakes, Code Enforcement Program Hearing Officer, inquired if implementing the Everbridge system would adversely affect fire department radios, to which Mr. O'Driscoll replied that it would not affect the fire department radios at all.

Vice-Chairman Martin inquired as to the type of message that may be delivered using the Everbridge system. Mr. O'Driscoll replied that the County can decide upon the type of template to use in order to and either send a text message, voice message, or a voice to text message, or all three at the same time. She then asked if the County could host this service to fire departments, towns, etc., and, if so, the associated cost.

Mr. Beck explained that the Everbridge system is Internet based; therefore, the County would not need to have this system on the County server. However, the County can get as many groups with administrative privileges as necessary with Everbridge in order to accommodate fire departments, police departments and as many citizens of the County as possible. Vice-Chairman Martin asked if it would be more costly to have more administrative groups. Mr. Beck replied that the cost of the Everbridge system is based on population and it would not cost more to have more administrative groups. She then inquired what constitutes delivery confirmation. Mr. Beck explained that just as in the state emergency messages, it is required that the reader scrolls through the message and check something that indicates that the message has been received and the Everbridge system does require a response. The Everbridge system reporting has the ability to track if the message was picked up, how long the message was read, and that the message was confirmed.

Vice-Chairman Martin asked for the cost of the Everbridge system. Mr. O'Driscoll requested that this information be provided at the end of the presentation, and she agreed to allow him to finish the presentation prior to disclosing the cost.

Mr. O'Driscoll stated that the Everbridge system allows for the dissemination of messages in three to four clicks of a mouse. Templates can be set up in preparation for fire or flood season which would then make it possible for a

message to be sent in 5 to 10 seconds and it would reach entire communities; thereby, the County could be prepared for emergencies that have historically happened as well as new threats that come into the County. He added that the Everbridge system is very easy to manage. By using this system, messages can be sent to entire communities or individual neighborhoods. Another feature beneficial to the County is that it doesn't use a lot of bandwidth because it is Internet based. Mr. Beck added that it would be beneficial to use Everbridge because customer support is available 24/7.

Mr. O'Driscoll stated that the system would be easy to implement as representatives from Everbridge would assist with the setup; there are also over 90 online training courses available. He stated that the Everbridge company will offer a discount of 10% if all counties in the Eastern Region participate, which include Gila, Pinal, Graham, and Greenlee Counties. The cost to Gila County would be approximately $17,000 to $18,000 per year. Pinal County's cost would be approximately $70,000 per year because the cost is based on population. He stated that the Emergency Performance 50/50 match grant could be used to save 50% of Gila County's cost of approximately $9,000.

Vice-Chairman Martin believes that purchasing the Everbridge system would be a good investment for the County if the price includes all of the aforementioned features and she is glad the proposal includes all of the County partners; she added that she hopes that nothing was missed in the planning of the project. Mr. O'Driscoll affirmed that the information presented today would be included in the price as stated above and added that the County's regional partners are on board with moving to the Everbridge system. Mr. Beck then stated that Navajo County has a request for proposal submitted to Everbridge as well.

Vice-Chairman Martin asked if implementing this system would require additional staff, to which Mr. O'Driscoll replied that it would not.

Supervisor Marcanti stated that last year the surrounding towns had issues with the 9-1-1 dispatch information being incorrect, and he inquired if the Everbridge system could assist with this communication. Mr. O'Driscoll deferred to the Sheriff's Office staff. Mike Johnson, Undersheriff, replied that he thought it would be a benefit to the Sheriff's Office to be able to utilize the Everbridge system to assist with taking and sending pictures as well as the transfer of information to the Sheriff's Office Dispatch center. Vice-Chairman Martin inquired if additional staff would be needed in the Sheriff's Office Dispatch center. Mr. O'Driscoll replied that he would take that inquiry to the communication committee. He advised that, thus far, only the Pine-Strawberry Fire Chief has expressed interest in using the Everbridge system.

Chairman Pastor stated that the presentation was good and he would speak with Mr. McDaniel regarding discussing it further on an upcoming Board

meeting agenda. He inquired as to the length of time Mr. O'Driscoll would need in order to present additional information to the Board. Mr. O'Driscoll replied that he is still working to get the other counties on board with the system, so it may take two or three months to prepare a formal presentation to the Board for consideration.

Supervisor Marcanti inquired if all the fire departments, cities, and towns are required to sign up with the Everbridge system or can they be under the County? Mr. O'Driscoll replied that it depends on their usage and the Emergency Management Department would send out messages, regardless if the individual entities are on board or not.

Vice-Chairman Martin inquired if the school districts would be included in the mass notification system. She added that across the board, the residents of the County are constituents regardless of where they are located and it shouldn't be a factor in deciding whether or not to proceed with this conversation. She stated, "It is a marvelous service at a very small price." Mr. O'Driscoll confirmed that the school districts would be included in the notification system.

Each of the Board members expressed that it was a good presentation. Chairman Pastor thanked Mr. O'Driscoll and Mr. Beck for the presentation.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

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

Each Board member presented information on current events. The County Manager had no comments at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:10 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

_____
Marian Sheppard, Clerk of the Board

ARF-2927 **Consent Agenda Item** **3. J.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: 03/03/15, 03/10/15, 03/17/15, 03/24/15, and 03/31/15

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources Department

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Information

Subject

Human Resources reports for the weeks of March 3, 2015, March 10, 2015, March 17, 2015, March 24, 2015, and March 31, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of March 3, 2015, March 10, 2015, March 17, 2015, March 24, 2015, and March 31, 2015.

Attachments

HR Summary Report

03/03/15 Human Resources Report

03/10/15 Human Resources Report

03/17/15 Human Resources Report

03/24/15 Human Resources Report

03/31/15 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
DEPARTURES	**33**	8	18	7									
NEW HIRES REGULAR STATUS	**26**	9	9	8									
NEW HIRES TEMPORARY STATUS	**7**	3	2	2									
NEW VOLUNTEERS	**0**	0	0	0									
DEPARTMENTAL TRANSFERS	**14**	6	4	4									
END PROBATIONARY PERIOD	**14**	2	2	10									
OTHER ACTIONS	**14**	11	2	1									
REQUEST TO POST	**26**	7	14	5									
Total Transactions	**134**	**46**	**51**	**37**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
MARCH 3, 2015

DEPARTURES:

1. Robin Miller – County Attorney's Office – Legal Secretary Senior – 02/20/15 – General Fund – DOH 12/08/08
2. Jose Frayrez – Probation – Juvenile Detention Officer – 02/26/15 – General Fund – DOH 04/07/14

NEW HIRES:

3. Lydia Morales – Community Services – Administrative Clerk Senior – 03/09/15 – Various Funds – Replacing Adrian Marks
4. Jessica Lopez – Assessor's Office – Property Appraiser 1 – 03/09/15 – General Fund – Replacing Carol Branch

END PROBATIONARY PERIOD:

5. Arthur Power IV – Public Works – Building Maintenance Technician – 03/15/15 – Facilities Management Fund
6. Nicole Weaver – Public Works – Administrative Clerk Specialist – 03/08/15 – Public Works Fund

DEPARTMENTAL TRANSFERS:

7. Karrie Powers – Globe Regional Justice Court – From Justice Court Clerk – To Justice Court Clerk Senior – 03/09/15 – General Fund – Replacing Mary Mendez
8. Shayla Rincon – Globe Regional Justice Court – From Justice Court Clerk Associate – To Justice Court Clerk – 03/09/15 – General Fund – Replacing Judith Moss

REQUEST TO POST:

9. Globe Regional Justice Court – Justice Court Clerk Associate – Vacated by Shayla Rincon
10. County Attorney's Office – Legal Secretary Senior – Vacated by Robin Miller
11. Globe Regional Justice Court – Justice Court Clerk – Vacated by Karrie Powers

HUMAN RESOURCES ACTION ITEMS
MARCH 10, 2015

DEPARTURES:

1. Mary Lee – Community Development – Permit Technician – 04/01/15 – General Fund – DOH 09/18/06

TEMPORARY HIRES TO COUNTY SERVICES:

2. Patricia Freeman – Community Services – Temporary WEX Participant – 03/16/15 – Workforce Investment Act IV Fund
3. Kevan Ford – Community Services – Temporary WEX Participant – 03/16/15 – Workforce Investment Act IV Fund

END PROBATIONARY PERIOD:

4. Shelley McPherson – Human Resources – Director of Human Resources and Risk Management – 03/22/15 – General Fund
5. Samantha Jerome – Health and Emergency Services –Nutrition Manager – 02/25/15 – WIC Fund

OTHER ACTIONS:

6. Daniel Sterling – Public Works – Automotive Mechanic – 03/23/15 – Public Works Fund – Extending probationary period an additional 6 months

REQUEST TO POST:

7. County Attorney's Office – Legal Secretary – Vacated by Robin Miller
8. Community Development – Permit Technician – Vacated by Mary Lee

HUMAN RESOURCES ACTION ITEMS
MARCH 17, 2015

NEW HIRES:

1. Austin Stratton – Sheriff's Office – Detention Officer – 03/23/15 – General Fund – Replacing James Payne

END PROBATIONARY PERIOD:

2. Penni Padgett – Sheriff's Office – Nurse – 03/10/15 – General Fund
3. Marcus Teague – Sheriff's Office – Detention Officer – 03/28/15 – General Fund
4. Heather Lutye – Probation – Administrative Clerk Senior – 03/17/15 – General(.80)/ Diversion Consequences (.20) Funds
5. Juliane DeSpain – Probation – Juvenile Detention Officer – 04/07/15 – General Fund
6. Leitha Griffin – Community Services – Administrative Assistant – 03/22/15 – Various Funds
7. Ramona Scales – Health and Emergency Services – Health Services Program Manager – 02/25/15 – Health Service Fund

HUMAN RESOURCES ACTION ITEMS
MARCH 24, 2015

DEPARTURES:

1. Guadalupe Aldape – Probation – Juvenile Detention Officer – 03/11/15 – General Fund – DOH 02/23/15

NEW HIRES:

2. Stephanie Hunsaker – Payson Regional Justice Court – Part-Time Justice Court Clerk Associate – 03/30/15 – General Fund – Replacing Sabil Fitzhugh

DEPARTMENTAL TRANSFERS:

3. Glen Farnham – Public Works – From Vehicle and Equipment Mechanic Lead – To Vehicle and Equipment Maintenance Supervisor – 03/30/15 – Public Works Fund – Replacing Lee Austin Jones

HUMAN RESOURCES ACTION ITEMS
MARCH 31, 2015

DEPARTURES:

1. Bruce Myers – County Attorney's Office – Detective – 04/03/15 – General Fund – DOH 05/13/14
2. Christine Lopez – Community Services – Grants Administrator (.88) – 03/27/15 – Various Funds – DOH 08/21/84
3. Gabriella Virgil – Finance – Accountant – 03/20/15 – General Fund – DOH 11/04/13

NEW HIRES:

4. Natalie Lister – School Superintendent's Office – Administrative Assistant – 04/06/15 – General Fund – Replacing Susan O'Connor
5. Ruth Burke – Clerk of Superior Court – Courtroom Clerk Technician – 04/06/15 – General Fund – Replacing Cassie Durnan
6. Shaunae Casillas – Health and Emergency Services – Community Health Specialist – 04/13/15 – Tobacco Free Environment Fund – Replacing Lexie Nosie
7. Austin Livingood – Public Works – Road Maintenance Worker – 04/06/15 – Public Works Fund – Replacing Larry Perez

DEPARTMENTAL TRANSFERS:

8. K. Todd Baty – County Attorney's Office – Detective – 04/06/15 – From Cost of Prosecution Reimbursement Fund – To General Fund – Replacing Bruce Myers

REQUEST TO POST:

9. Public Works – Automotive Mechanic – Vacated by Glen Farnham

ARF-3107 **Consent Agenda Item 3. K.**

Regular BOS Meeting

Meeting Date: 04/21/2015

Reporting Period: March 20, 2015; March 27, 2015; and April 3, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 03-20-15; 03-27-15; and 04-03-15.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of March 16, 2015, to March 20, 2015; March 23, 2015 to March 27, 2015; and March 30, 2015 to April 03, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 3-20-15, 03-27-15 and 4-3-15

Contract No. 021315-Pinnacle Prevention

Amendment No. 1-Wright Asphalt Products-MC800TR

Amendment No. 1-Wright Asphalt Products-TRMSS

Service Agreement No. 022615-D&K Enterprises

Service Agreement No. 030615-Copper State Sanitation

Amendment No. 1-Globe Exterminators

Request to Advertise

Service Agreement No. 012815-Holyoak's Equipment Repair

Professional Consulting Services Contract No. 031215-Atwell LLC

Contract No. 031015-D. D. Haught Inc.

Amendment No 1-AZ Style Construction

Amendment No. 2-Lori Martinez 080913-1

Amendment No. 1-LabCorp

Amendment No. 2-US Imaging
Amendment No. 1-2Geckos Consulting
Service Agreement No.022515-1-KWIK KOOL
Authorization to Purchase New SSV for Sheriff's Office

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

March 16, 2015 to March 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
021315 Pinnacle Prevention	Contract No. 021315 Public Health Emergency Preparedness Website Development	$45,000.00	3-18-15 to 6-30-16	3-18-15	Expires	In accordance with a grant awarded to Emergency Services, the County Health and Emergency Services, Public Health Emergency Preparedness (PHEP) division is hiring a contractor for the development, design, maintenance and analytics of a proposed GilaReady website. Contractor will work the PHEP staff to develop a thematic, creative website experience that will improve the communication and information sharing capacity for Gila County.
060314 Wright Asphalt Products	Amendment No. 1 to Contract No. 060314 MC-800-TR Chip Seal Oil	$300,000.00	3-18-15 to 3-17-16	3-18-15	Option to renew for one more additional one year period	Amendment No. 1 will serve to extend the contract from March 18, 2015 to March 17, 2016. Contractor will provide MC-800TR Chip Seal Oil to various locations throughout the County.
101013 Wright Asphalt Products	Amendment No. 1 to Contract No. 001013 TRMSS Oil	$310,000.00	4-17-15 to 4-16-16	3-18-15	Option to renew for one more additional one year period	Amendment No. 1 will serve to extend the contract from April 17, 2015 to April 16, 2016. Contractor will provide TRMSS Oil to various locations throughout the County.
022615 D&K Enterprises, LLC	Service Agreement No. 022615 Asbestos Abatement 1st Floor Constable's Office	$1,975.00	3-18-15 to 4-30-15	3-18-15	Expires	Contractor will perform asbestos abatement on the 1st floor of the Globe courthouse in the old Mail Room and the Constable's Office.

March 16, 2015 to March 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
030615 Copper State Sanitation	Service Agreement No. 030615 Roll Off Dumpster Service	$9,000.00	4-1-15 to 6-30-15	3-18-15	Option to renew for 2 one year periods	The County needs debris pick up for remodeling on new building site at 1350 E Monroe Street in Globe for the new Copper Administration Building. Service two dumpsters once or twice a week depending upon amount of debris created by demolition and remodeling.
121014 Globe Exterminators	Amendment No. 1 to Service Agreement No. 121014 Pest Control Services for Southern Gila County	Add $640 to original contract amount of $7,940 for a new contract amount of $8580.00	2-18-15 to 2-17-16	3-18-15	Option to renew for one additional one year period	Amendment No. 1 to add to the existing contract four additional buildings for pest control service. Add theses Southern Gila County Facilities: Woman's Dorm, Landfill/Recycle, Landfill/Scale house and Fairgrounds Shop.
121014-2 Request to Advertise	Request to Advertise Invitation for Bid No. 121014-2 Roof Replacement	$45.44	3-4-15 to 3-11-15	3-18-15	N/A	Per BOS action taken at the 12-02-14 regular meeting, the County Manager, County Attorney and Department Head have the authorization to approve advertising requests for projects related to the Copper Administration Building remodel.
012815 Holyoak's Equipment Repair & Welding	Service Agreement No. 012815 Miscellaneous Equipment Repair and Welding Northern Gila County Public Works	Not to exceed $4,450.00	3-18-15 to 3-17-16	3-18-15	Option to renew for two additional one year periods	Contractor will perform equipment repair and welding on heavy equipment, as and when, requested from the Gila County Public Works Department

March 16, 2015 to March 20, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031215 Atwell, LLC	Professional Consulting Services Contract No. 031215 Consulting Services for Landfills	$37,200.00	3-18-15 to 3-17-16	3-18-15	Option to renew for two additional one year periods.	The Consultant will perform services on an as needed basis to support Russell Gulch Landfill, Buckhead Mesa Landfill and Dept. 433, the expansion of Russell Gulch landfill. Assignments may include financial assurance, Aquifer Protection Permit sampling, SWPPP sampling and reporting and Methane monitoring.

March 23, 2015 to March 27, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031015 D.D.Haught, Inc.	Contract No. 031015 Dedicated Fire Line and Fire Hydrant Copper Administration Building	$15,729.74	4-6-15 to 4-19-16	3-25-15	Expires	Contractor will furnish and install a dedicated fire line and fire hydrant for the new Copper Administration Building.
120114-2 Arizona Style Construction	Amendment No. 1 to Service Agreement No. 120114-2 Major Rehab Project No. HH#131-02	Add $400 to original contract amount of $49,156 for a new contract amount of $49,556	12-10-14 to 6-30-15	3-25-15	Expires	Amendment No. 1 will serve to increase the original contract by $200.00 for range replacement costs and $200.00 for inspection fees charged by the County to travel to Hayden and perform inspections two times.
080913-1 Lori Martines, PhD, LPC, LISAC, NCCC	Amendment No. 1 to Professional Services Agreement No. 080913-1 HIV Care & Services	$4,000.00	4-1-15 to 3-31-16	3-25-15	Option to renew for three more additional one year periods.	Contractor will provide mental health counseling services to the Payson area.

March 30, 2015 to April 03, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
030714 Laboratory Corporation of America	Amendment No. 1 to Professional Services Agreement No. 030714 HIV Care & Services	Add $5000 to original contract amount of $5000 for a new contract amount of $10,000	4-1-15 to 3-31-16	4-1-15	Option to renew for four more additional one year periods.	Amendment No. 1 will serve to extend the contract with Contractor to provide laboratory testing for HIV Care and Services, as well as increase the contract amount by $,5000 for a new total contract amount of $10,000.
1005.120/2-2011 US Imaging, Inc.	Amendment No. 2 to Professional Services Contract No. 1005.120/2-2011 Microfilm Storage Services	$5,000	4-5-15 to 4-4-16	4-1-15	Expires	Amendment No. 2 will serve to extend the contract term for 1 year for Microfilm Storage Services for the Recorder's Office.
042114-1 2Geckos Consulting, LLC	Amendment No. 1 to Service Agreement No. 042114-1 Workforce Investment Act (WIA) Website and Maintenance	Add $629 to original contract amount of $3240 for a new contract amount of $3869	4-23-14 to 4-22-15	4-1-15	Option to renew for two additional one year periods.	Contractor will provide the software necessary to run links on the website (not included in original contract).
022515-1 KWIK KOOL Refrigeration	Service Agreement No. 022515-1 HVAC Unit for IT Room at the Payson Admin Building	$3,474.89	4-1-15 to 6-30-15	4-1-15	Expires	Project consists of furnishing and installing a Mini Split HVAC unit in the IT Room in the Payson Administration Building 610 E. Highway 260 Payson, AZ 85541.

March 30, 2015 to April 03, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
0317I5 McSpadden Ford	Authorization to purchase one new 2015 SSV for the Sheriff's Office	$31,689.01	Date of delivery is 8 to 12 weeks upon award	4-1-15	N/A	An Informal Bid Request was sent out to obtain competitive pricing for a new 2015, full size, 4 door, 4x4 SSV for the Sheriff's Office. Insurance proceeds as well as Capital Improvements monies will be used for this purchase.



PINNACLE PREVENTION

Healthy people, healthy community.

Proposal for Public Health Emergency Preparedness Website Development

Gila County Request for Proposal (RFP) No. 021315

Pinnacle Prevention
3100 West Ray Road, Suite 201
Chandler, AZ 85226
480.207.5955
www.pinnacleprevention.org

February 27, 2015

Mrs. Jeannie Sgroi
Contracts Administrator
Gila County Finance Department
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

Mrs. Jeannie Sgroi,

Pinnacle Prevention, in partnership with Carient Communications and Public Health Solutions, is pleased to submit the enclosed proposal for your consideration in response to the request for proposal issued for the *Public Health Emergency Preparedness Website Development* (RFP No. 021315).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) firm specializing in population-based prevention services. This proposal is also inclusive of the expertise of Carient Communications and Public Health Solutions. Carient Communications has over 20 years of experience developing electronic and print-based materials. Public Health Solutions provides expertise in the intersection of public health and information technology, with emphasis on projects that focus on integrating and synthesizing health information across technology platforms.

Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 207-5955 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

Adrienne Z. Udarbe

Adrienne Z. Udarbe, MS, RDN
Executive Director – Pinnacle Prevention

Qualifications and Experience

Pinnacle Prevention is pleased to submit this proposal in response to the Gila County Request for Proposal (RFP) No. 021315 for the provision of Public Health Emergency Preparedness Website Development in partnership with Carient Communications and Public Health Solutions. Pinnacle Prevention is an Arizona-based nonprofit 501 (c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy.

Under this proposal, website development of the GilaReady site will be lead by Janice O'Driscoll of Carient Communications. Mrs. O'Driscoll is a marketing professional, with more than 20 years' of experience developing electronic and print-based materials. Carient Communications projects range from websites and digital offerings; to high-visibility marketing materials; to public relations, crisis communications, and tactical communications plans. Services include copywriting, design, print and electronic production, public relations, and photography. Carient Communications clients include government, education, healthcare, finance, energy, and publishing. This diverse background provides Carient Communications with an understanding of unique industry issues to envision best possibilities for an organization - and successfully execute them in the most efficient manner. Carient Communications also works to ensure continuity amongst existing materials, ensuring projects align with other organizational messaging. As principal of Carient Communications, Mrs. O'Driscoll is involved in every stage of the development process. Mrs. O'Driscoll maintains exceptional diligence and discretion in all aspects of communications projects ensuring client confidentiality as required. Mrs. O' Driscoll holds a Master of Arts degree in Communications, from Northern Illinois University, matriculating on a full academic scholarship. Examples of website development work from Carient Communications can be found in Appendix B.

This project will also be supported by Felicia Trembath, Founder and CEO of Public Health Solutions. Mrs. Trembath is currently finishing her PhD in epidemiology through Purdue University and has a Master's degree in Public Health (MPH) from Purdue University and a Bachelors of Science in Community Health Education from Brigham Young University. Mrs. Trembath serves as a Health Systems Integration Program (HISP) fellow with the Centers for Disease Control and Prevention (CDC) stationed at Maricopa County Department of Public Health. In this role she focuses on a variety of informatics projects. Her expertise includes the intersection of public health and information technology, and she has worked on several projects that focus on integrating and synthesizing health information across different technology platforms. Mrs. Trembath's expertise also includes experience in both epidemiology and emergency preparedness. She has worked with health departments in four states, including as a Field Epidemiologist for the Wyoming Department of Health. Her knowledge of the field of public health enables her to communicate with subject matter experts and understand the needs for the functionality of the GilaReady site. Mrs. Trembath has been a part of several interdisciplinary teams which required extensive collaboration and the ability to coordinate multiple projects simultaneously. These include the HABRICentral project and Americorps Vista

program. Mrs. Trembath has been involved with the HABRICentral project since near its inception and was intimately involved in the creation of their website. Her key role on the project was to communicate with the subject matter experts and web developers to ensure that end product reflected the desires of the subject matter experts and functioned correctly. This project incorporated google analytics to track user interactions and web presence. The information gleaned from these reports was used to make necessary changes and maximize both the functionality and web presence of the site. Additionally, Mrs. Trembath has experience in management of backend site operations and the development of web pages, including the guide text, to ensure the usability of the site.

Lastly, Adrienne Z. Udarbe, Executive Director of Pinnacle Prevention, will support the project as the Principal point of contact. Mrs. Udarbe brings over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies to this project. She has expertise in administration of complex state and federal grants and specific to this project, has had oversight of over ten website development projects under her leadership. This experience has included all stages of the website development process from facilitating early planning and assessing needs all the way through design and testing. Mrs. Udarbe utilizes an approach that promotes innovation, community needs, and meaningful content relevant to the audience the website intends to reach. Mrs. Udarbe excels in public health communications and has an outstanding ability to communicate to both professional and lay stakeholders and the target audience. Mrs. Udarbe formerly served as the Community Programs Manager within the Bureau of Nutrition and Physical Activity at the Arizona Department of Health Services (ADHS). In this role, she had management oversight of eight public health programs, with extensive experience in the coordination of social marketing and technology innovation initiatives. She has unique understanding of cultural influences and regional needs among the different Arizona communities and how to apply these influences across different communications strategies.

See Appendix A for detailed resumes and experience representing the partnership of Pinnacle Prevention with Carient Communications and Public Health Solutions.

Appendices

Appendix A

Resumes

janice o'driscoll
4709 e. ironhorse rd.
gilbert, az 85297
(630) 945-5311
carient@sbcglobal.net

Multidisciplinary marketing professional with 20+ years' experience spanning strategy, branding, content and campaign development, public relations, and print and electronic publication. Awarded for both creativity and communications effectiveness.

professional experience

Marketing & Communications Strategist/Principal — 6/01–Present
Carient Communications, Gilbert, AZ

- Conceptualize, write, and design print and digital promotions, including marketing materials, annual reports, websites, intranets, newsletters, corporate sustainability guides, social media postings, brochures, direct mail, presentations, and specialty pieces. Head up creative, copywriting, and graphic design functions for clients in healthcare, publishing, higher education, government, financial services, and other industries.
- Work as lead strategist for creative initiatives and new product/services rollouts. Establish marketing plans and budgets, identify target populations and data segmentation attributes, assemble teams, conduct brainstorming sessions, and allocate resources. Present concepts to management teams and supervisory boards. Spearhead and supervise development of all marketing and communications to ensure consistent voice, brand-building, and consumer response. Promote interactions and oversee communications with prospects and constituencies (including social media).
- Meet and collaborate with C-level leadership, management teams, attorneys, tax advisors, partners, and investors on financial projects, such as business models, transactional offerings, and restructuring plans. Act as project manager and liaison among all parties.
- Handle print budgets and procurement and maintain expert knowledge of manufacturing techniques. Review vendor qualifications, secure bids, negotiate and reduce costs, oversee production, identify optimal distribution and cost-saving opportunities, and measure effectiveness. Maintain accurate databases.
- Prepare executive speeches, white papers, and presentations for trade shows and other venues.
- Spearhead community/media relations efforts—develop contact lists, build and maintain databases, cultivate editor relationships, write and distribute news releases and articles, pitch story ideas, build advocates, and utilize publicity on websites and social media endeavors.

[Effectively gain news pickups, feature stories, and white paper placements, along with support of recognized authorities/ champions. Gleaned client cover spot for "People to Watch" in national industry magazine. Secured monthly content provider contract. Handle article ghostwriting for two CEOs as well as personal bylined articles in national publications and trade association forums.]

Communications & Marketing Specialist (began as freelancer in 6/99) — 9/99–4/02
Logica3/McMillan Associates, West Dundee, IL (now Logica3, Ltd.)

- Served as lead copywriter for internal and external projects. Managed publicity and self-promotion efforts of firm through press releases, newsletters, data sheets, biographies, and contact with key editors and storytellers. Devised and led internal communications plans.
- Wrote websites, annual reports, newsletters, identity manuals, brand style/corporate identity guides, and other print and web collateral on behalf of clients in a diverse range of industries, including non-profit, higher education, manufacturing, energy, medical equipment, healthcare, and telecommunications.
- Coordinated and supervised print and electronic production. Selected appropriate vendors; wrote print specifications; procured film, substrate, and print bids; negotiated costs; supervised production and fulfillment; and tracked expenditures and campaign results.
- Managed customer relations; met with clients to review needs, prepared and submitted professional services estimates and RFQs, developed budgets, presented concepts, secured approvals, and ensured satisfaction.

Creative Services Manager (promoted from Print Production Manager) — 2/95–6/99
Synaptx Impulse /Paladyne Corporation, Elgin, IL

- Led marketing function via production of sales collateral, direct mail, corporate identity, packaging, and display work. Hired, trained, and supervised staff. Coordinated activities among account services, creative services, clients, and vendors to ensure job goals and budgets were met.
- Coordinated special events, client tours, and trade show booths. Managed promotional materials, personnel, and refreshments. Compiled leads for database and made followups.
- Handled copywriting, editing, and proofreading for internal and external projects, including websites, annual reports, news releases, brochures, presentations, advertisements, proposals, and direct mail.
- Initiated monthly corporate employee newsletter. Consulted with management, devised stories, designed masthead and logo, created content, handled layout/design, and managed ongoing editorial function.
- Researched and maintained expert knowledge of cutting-edge manufacturing techniques and qualified sources. Determined optimal and cost-effective production methods for all projects.

Senior Editor (promoted from Project Manager) 12/93–11/94
Joint Commission on Accreditation of Healthcare Organizations, Oakbrook Terrace, IL

- Managed publication development from concept to print — established production schedules; edited, rewrote, and proofread manuscripts for books and medical journals; provided art direction on design and layout; reviewed digital and analog proofs; and coordinated film output, printing, and fulfillment.
- Collaborated with communications department on marketing strategies. Interfaced with client/patient communities to build relations and secure feedback. Wrote copy for promotions.
- Responsible for print buying — contacted and interviewed prospective vendors, negotiated contracts, handled press checks, and maintained print budgets.
- Coordinated and reviewed work of writing, proofreading, and production freelancers.

Graphic Designer 8/91–10/92
DoALL Company, Des Plaines, IL

- Organized and designed 1-, 2-, and 4-color direct mail catalogs, brochures, flyers, and advertisements. Prepared camera-ready artwork, halftones, and photostats. Proofread layouts for accuracy.
- Handled maintenance and upgrades of Macintosh computers and peripherals including analyzing, selecting, and installing hardware and software.
- Represented organization at printers and film sources to ensure quality and cost control.

representative client list

Marketing/Communications Consultant/Writer, The Open Approach, Oak Brook, IL
Marketing Communications Specialist/Graphic Designer, Our Sunday Visitor, Huntington, IN
Communications Strategist, Copywriter & Consultant, Berman Printing, Cincinnati, OH
Communications Strategist, TouchPoint Print Solutions, Oak Brook, IL
Copywriter/Proofreader, Logica3, Ltd., West Dundee, IL
Copywriter, Metro Infusion Center, Hillside, IL
Copywriter/Graphic Designer, Brookwood School District, Ltd., Glenbrook, IL
Copywriter, Career Education Center, Schaumburg, IL
Copywriter, Creel Printing, Las Vegas, NV
Copywriter, Bankers Life and Casualty Company, Chicago, IL
Copywriter, Kaplan, Chicago, IL
Copywriter/Editor, Shanley + Associates, Chicago, IL
Proofreader, Gerard Design, Winfield, IL
Marketing Strategist and Graphic Designer, ROI Management Group, Hoffman Estates, IL

education

Master of Arts, December 1994
Specialization: Corporate Communications
Northern Illinois University, DeKalb, IL GPA: 3.9/4.0 (attended on full academic scholarship)
Bachelor of Arts, December 1989
Major: Corporate Communications
Northern Illinois University, DeKalb, IL

additional background & merits

IABC and Writing that Works Award recipient
Business (Carient Communications) featured in *Kane County Chronicle* and *Press-Republican* newspapers
Volunteer writer/proofreader for Illinois Special Olympics
Volunteer writer for Conquer Chiari
Certified Tax Aide, AARP
Published in *Printing Impressions, PIFELines, PIA Forecast*, and PrintWriter
Excellent oral and written communication skills. Proficiencies on Macintosh and Windows software including:

- Adobe Creative Suite (InDesign, Illustrator, Photoshop)
- Microsoft Word, Excel, and PowerPoint
- Adobe Acrobat
- WordPress
- Working knowledge of HTML and Dreamweaver

References and portfolio furnished at interview.

CURRICULUM VITAE

Felicia E. Trembath

15815 S. Lakewood Pkwy W # 1064
Phoenix, AZ 85048

(765) 413-3570
ftrembat@purdue.edu

Education

PhD Candidate in Epidemiology, Purdue, West Lafayette, IN. January 2010 – present. Expected graduation August 2015. Research area: Health Policy, Breed Specific Legislation, Disease Surveillance Systems. Adviser: Alan Beck

Masters of Public Health, Purdue, West Lafayette, IN. December 2009. Thesis: "A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery." Adviser: George Avery

Masters of Public Health, University of Texas Health Science Center- Dallas Branch, Dallas, TX. Concentration: Epidemiology and infectious diseases. Research interests: effect of diseases in animal population on human health, meningitis and school aged children. Degree not completed.

Bachelors of Science, Community Health Education, Brigham Young University, Provo, UT. April 2000. Research interests: needs assessments, program planning, historical significance of plague, genetic mutations conferring resistance to HIV infection.

Honors and Awards

Outstanding Student Abstract, (2014), International Society for Disease Surveillance Conference, Philadelphia, PA.

Health Systems Integration Program Fellow (2014-2015), Centers for Disease Control, Phoenix, AZ.

Invited Lecturer, (March 2012) "Overview of Public Health" 4th year Veterinary Student Public Health Rotation, Purdue University, West Lafayette, IN.

Bilsland Strategic Initiatives Fellow (2010-2011), Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2011) "How Guidelines Shape Policy" WALLA Health Economics Short Course, West Lafayette, IN.

Invited Lecturer, (September 2010) "Descriptive Epidemiology" HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Invited Lecturer, (Fall 2008) "Genetic Diseases and Other Inborn Errors" HK 365: Principles of Community Health Promotion, Purdue University, West Lafayette, IN.

Invited Lecturer, (April 2008) "Infectious Disease Epidemiology" HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

Research

Publications

Trembath, FE. The role of animal-assisted therapy for the cancer patient. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Animal exposure, asthma, and allergies. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Implementation of electronic patient care records in the delivery of emergency medical services: A white paper for emergency medical service providers. 2014. Maricopa County Department of Public Health.

Trembath, FE. An analysis of the challenges and possible solutions for dog bite injury surveillance. *OJPHI*. In press.

Trembath, FE. Practitioner attitudes and beliefs regarding the role animals play in human health. HABRI Central.org. 2014. HABRI Foundation. February 24, 2015. http://habricentral.org/resources/44219.

Trembath, FE, Beck, A. RE: Preventable factors associated with dog bite fatalities [editorial]. *JAVMA*. 2014;245(1):39-41

Publications in Progress

Trembath, FE. A meta-analysis of the effectiveness of breed specific legislation. (expected submission early Fall 2015)

Trembath, FE. The current status of breed specific legislation in the United States. (expected submission early Fall 2015)

Trembath FE, Avery, G. An analysis of the impact of obstetrical recommendations on the availability of vaginal birth after cesarean delivery. (expected submission Fall 2015)

Select Presentations

Trembath, F. (December 2014). *An Analysis of the Challenges and Possible Solutions for Dog bite Injury Surveillance*, presented at ISDS annual conference, Philadelphia, PA.

Trembath, F. (April 2014). *Breed Specific Legislation in the United States: is it Effective or is the Ban Worse than the Bite?* Presented in CPB departmental seminar, West Lafayette, IN.

Trembath, F. (March 2014). *The Importance of Context when Analyzing Data*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (February 2014). *Evaluating Breed Specific Legislation*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (November 2013). *Analysis of Clustered Data*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (March 2012). *Understanding Risk Assessment*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (September 2012). *An Overview and Discussion of the Phenomenon of Vaccine Refusal*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (February 2012). *Infectious Disease Epidemiology: Select concepts and a Case Study*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (November 2011). *An Explanation and Application of Dummy Coding*, presented in epidemiology group seminar, West Lafayette, IN.

Cahill K, Avery GH, **Trembath F**, Beck J, Trent E. (April 2011). *Working Together: An Examination of Integrated Health Care Delivery Systems in the United States and Recommendations for Future Reform Efforts*, panel presentation at MPSA Conference, Chicago, IL.

Trembath, F. (April 2011). *Survey Implementation and Design: Survey Results and Lessons Learned*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (April 2011). *Unintended Outcomes in Pregnancies Complicated by Diabetes: Analysis of a Local Database*, poster presented at Chronic Disease Research Poster Session, West Lafayette, IN.

Trembath, F. (November 2010). *The Move Towards "Voluntary" Accreditation in Public Health*, presented in epidemiology group seminar, West Lafayette, IN.

Trembath, F. (April 2010). *An Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, presented in epidemiology group seminar, West Lafayette, IN.
Trembath, F. (June 2009). *A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, poster presented at Academy Health conference, Chicago, IL.

Trembath, F. (September 2008). *Analyzing the Rhetoric of Physician Oriented Literature on Vaginal Birth after Previous Cesarean Delivery*, poster presented at the RCHE conference, West Lafayette, IN.

Trembath, F. (May 2005). *Sheridan Coordinated School Health Program's Activities and Successes*, poster presented to parents, teachers, and students at Sagebrush elementary school, Sheridan County School District #1, Sheridan, WY.

Wyoming Department of Health Epidemiology Section. (August 2003). *Syndromic Surveillance for Bioterrorism Events*, group poster presented at CDC conference, Miami, FL.

Wyoming Department of Health Epidemiology Section. (August 2003). *Review of Statewide Bioterrorism Preparedness Exercises*, group poster presented at CDC conference, Miami, FL.

Utah Department of Health Environmental Epidemiology Section. (March, 2000). *Preliminary Results of the Relationship between Childhood Asthma and Environmental Hazards,* group poster presented at CDC conference, Atlanta, GA.

Select Research Projects

The Role of the Centering Model for Pregnancy in the Current Healthcare Climate. Evaluated the current climate surrounding healthcare and the role that the centering model for pregnancy might play in meeting the six aims for improving healthcare created by The Institute of Medicine as well how it may factor into the mandate for Accountable Care Organizations established by the Patient Protection and Affordable Care Act. 2013.

Concept Analysis: Locus of Control in Decision Making amongst Pregnancies Complicated by Diabetes. Reviewed theories of external and internal locus of control in decision making. Applied knowledge of these theories to pregnancies complicated by diabetes to evaluate the decisions that are made in terms of diagnostic screening, cesarean sections, and surgical infections. 2013.

Comparison of Screening Methods for Gestational Diabetes. Evaluated the current screening methods for gestational diabetes, paying particular attention to the different diagnostic thresholds. Developed a study to evaluate the cost-effectiveness of one versus two step screening methods. 2013.

An Evaluation of Vaccine Refusal. Evaluated the concept of vaccine refusal by reviewing the historical background, the current literature, and identifying public health concerns. Identified key areas for future research and strategies to combat vaccine refusal. 2012.

The Impact of Childcare Needs and Family Responsibilities on Graduate Students at Purdue University. Analyzed the impact of childcare and family responsibilities on graduate students at Purdue. Researched and summarized available resources for students. 2011.

Addressing Childhood Obesity in the City of Lafayette. As part of a team, researched the issue of childhood obesity in Lafayette, Indiana and prepared a policy brief for the parks and recreation department on how they could assist in addressing the issue. 2011.

A Review of the Current Knowledge and Attitudes Toward Public Health Accreditation. Conducted a systematic review of the literature on public health accreditation. Identified key themes among articles that had been published and identified gaps in the current knowledge. 2010.

Risk Perceptions and How Individual's Make Decisions in Areas of High Uncertainty. Analyzed knowledge on risk perception and applied that to how individuals make medical decisions in the face of high uncertainty as to the outcomes. 2010

The Moderating Effect of Severity on Estimation of Disease Frequencies. Developed a theory for how the perceived severity of a disease may moderate a person's application of the recognition heuristic. Designed a study to test the hypothesis that the use of the recognition heuristic in estimations of disease frequencies is moderated by perceived severity of the recognized disease. 2010.

Cesarean Sections in the United States. Researched topics regarding cesarean sections in the United States, including reasons for the increase in the cesarean section rate, issues surrounding vaginal birth after a cesarean delivery, and professional guidelines that address cesarean sections. 2009-2010.

Pregnancies Complicated by Diabetes. Synthesized and analyzed local data on pregnancies complicated by diabetes. Reviewed background information and wrote a report summarizing findings. 2009.

Applying Social Marketing Strategies to Breast Tissue Bank Donations. Amalgamated current knowledge on two social marketing theories, and developed strategies for those theories to be applied to potential breast tissue bank donors in order to increase donations of health breast tissue. 2009.

Myocardial infarction and EMS Response in Indiana. Reviewed background and assisted with literature review of myocardial infarction and first responder response time and actions in Indiana. 2007.

History of Meningitis Vaccinations. Conducted literature review of the history of meningitis vaccinations in order to effectively evaluate the newly licensed vaccine, Menactra™. 2005

Prevalence of Salmonella in Asymptomatic Shelter Cats. Designed study to conduct random sample of shelter cats in Sheridan County in order to establish the carrier status of asymptomatic felines. 2005.

Case Studies of Wyoming's four human plague cases. Compiled records from Wyoming Department of Health and the CDC to evaluate all aspects of the four human cases of plague recorded in Wyoming. 2004.

Aquatic Injury Reduction Project, Texas Department of Health. Researched communities who had reduced aquatic injuries and deaths to identify effective strategies for lowering the aquatic injury rate in Texas. 2001.

Professional Development

Certifications
AHA First Aid and CPR Instructor, 2007 - present

Professional Affiliations
AcademyHealth

Arizona Public Health Association

Indiana Public Health Association

International Society for Disease Surveillance

Purdue Public Health Student Association

Service
International Society for Disease Surveillance, Board of Directors 2015- present

AzPHA, Annual Awards Selection Committee Member 2014

Primary Teacher, 8-9 year old class, Church of Jesus Christ of Latter-day Saints, 2014-present

Social Chair, Public Health Student Association, 2011-2012

INPHA Conference Volunteer, April 2011

HKGSO Philanthropy Committee Member, 2010-2012

Volunteer, Family Promise Organization, 2009- present

Assisted with message branding, Susan G. Komen Foundation, 2009

Data Collection Volunteer, Susan G. Komen Foundation, 2009

Volunteer, Lafayette Urban Ministry, 2008-present

MPH Internship, IU Arnett Health Endocrinology division, 2008-2009

President of Master of Public Health Student Panel 2008-2009

Spearheaded development of Masters of Public Health Student Panel

Data Collection Volunteer, PALS program, 2008-2009

Teacher, Church of Jesus Christ of Latter-day Saints, 2004-2005, 2009-present

Nursery Child Care worker, Church of Jesus Christ of Latter-day Saints, 2007-2009

Women's Organization President, Church of Jesus Christ of Latter-day Saints, 2005-2006

Redesigned public health information graphs, Texas Department of Health, 2001

Community Health Internship, Utah Department of Health, 2000

Continuing Education
Designing and Managing Public Health Information Systems, Public Health Informatics Institute, Atlanta, GA, Fall 2014

Summer Course in Biostatistics and Epidemiology, The Ohio State University, July 2008

Tickborne diseases in WY, Wyoming Department of Health, Cheyenne, WY, June 2004.

Grant Writing, AmeriCorps, Casper, WY, September 2006.

Software Programs
Microsoft Office Suite™, Corel Word Perfect™, GIS™, SPSS™, SAS™, EpiInfo™

Professional Experience

Academic Teaching Positions

Summer 2010	Intro to Vet School (Summer Residential), Purdue University GERI. Instructor.
Summer 2010	Astronomy (Super Summer), Purdue University GERI. Instructor.
Spring 2010	Stress & Human Health (HK 233), Purdue University. Instructor.
Summer 2009	Intro to Epidemiology (Summer Residential), Purdue University GERI. Instructor.
Summer 2009	Spies Like Us (Super Summer), Purdue University GERI. Instructor.
Spring 2009	Super Science (Super Saturday), Purdue University GERI. Instructor.
Spring 2009	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Spring 2008	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 2007	First Aid & CPR (HK 280), Purdue University. Instructor.
Fall 1999	Human Development (FAMSC 210), BYU. TA.
Winter 1999	Human Development (FAMSC 210), BYU. TA.
Fall 1998	Human Development (FAMSC 210), BYU. TA.

Research Positions

2011-2014	**Team member** on the HABRICentral project, which developed a platform to synthesize resources on human animal bond research. School of Veterinary Medicine, Purdue University, West Lafayette, IN.
2010	**Lead researcher** evaluating childcare needs among graduate students. Office of Graduate Studies, Purdue University, West Lafayette, IN.
2008-2009	**Team member** researching best practices in worksite wellness. Technical Assistance Program, Purdue University, West Lafayette, IN.
2007	**Team member** researching rural cardiovascular outcomes. Health and Kinesiology Department, Purdue University, West Lafayette, IN.
2000	**Team member** researching the spatial relationship between childhood asthma and environmental hazards. Environmental Epidemiology Section, Utah Department of Health, Salt Lake City, UT.

Professional Positions

2014- present **HSIP Fellow**, Centers for Disease Control, Phoenix, AZ. Work on various informatics projects dealing with the integration of health systems and data. Assist with a ROI project for the dental sealant program run by the Office of Oral health. Lead data collection and analysis for a multi-state outbreak of Salmonella saintpaul and an outbreak of Campylobacter jejuni involving 100 persons.

2011- 2014 **Research Assistant**, Purdue University, West Lafayette, IN. Assist with the creation of the Human Animal Bond Research Institute (HABRI) at Purdue University. Help with the development and population of the interactive website. Compile and index individually authored chapters of relevant texts. Compose white paper briefs on various topics dealing with the human-animal bond relationship. Supervised undergraduate students working on various aspects of the project.

2007-present **Instructor**, American Heart Association, Dallas, TX. Teach various courses, including Heartsaver® first aid and CPR for the general public and Basic Life Support for healthcare professionals. Stay abreast of latest developments and updates to first aid and CPR protocol.

2010-2013 **Assistant Soccer Coach**, West Lafayette High School, West Lafayette, IN. Responsible for day to day operations of JV soccer team, including planning practices, developing game strategy, and coaching during games. Supervised JV coaching staff. Assisted with day to day operations of the Varsity team, including practices and game management.

2010 **Instructor**, Purdue University, West Lafayette, IN. Developed and delivered classroom curriculum for various courses. Created all grading criteria including exams, quizzes, and homework assignments.

2008-2009 **Worksite Facilitator and Trainer**, Technical Assistance Program, Purdue University, West Lafayette, IN. Assisted with the development, facilitation, and delivery of worksite wellness trainings for local manufacturing businesses. Synthesized databases of existing worksite information. Researched various topics and helped add to existing community resources database. Supervised trainers who assisted with projects and training development.

2008-2009 **Intern**, IU Arnett Health, Lafayette, IN. In charge of synthesizing and analyzing data on pregnancies complicated by diabetes that had been collected by endocrinology staff. Synthesized databases, reviewed data for errors, consulted patient records to locate as much missing information as possible. Analyzed data using logistic regression in SPSS™. Wrote and delivered a report summarizing my experiences and findings.

2007-2009 **Instructor**, Purdue University, West Lafayette, IN. Taught 7 sections, totaling 142 students. Developed and delivered classroom curriculum. Created all grading criteria including exams, quizzes, and homework assignments. Certified eligible students in AHA Heartsaver First Aid & CPR. Responsible for supervising other instructors teaching the same course.

2005-2006 **Americorps Vista**, Sheridan Community Education Foundation, Sheridan, WY. Oversaw fluoride rinse program, expanded program from 20% to 85% coverage of eligible children. Supported and developed Healthy School Teams at 4 locations. Lead teams in creating School Health Improvement Plans and implementing ideas. Responsible for data storage, management and analysis in order to evaluate program outcomes.

2002-2004 **Field Epidemiologist**, Wyoming Department of Health, Sheridan, WY. Followed up on reports of Rocky Mountain Spotted Fever, Colorado tick fever, tularemia, Hepatitis A, strep group A, viral meningitis, and West Nile virus for the entire state of Wyoming. Conducted outbreak investigations as necessary, including a salmonella outbreak at a dormitory school and a Norwalk outbreak in Yellowstone national park. Researched the history of tickborne diseases in Wyoming to identify historical trends. Involved with the creation of the statewide syndromic surveillance system to detect outbreaks and/or bioterrorism events.

2001 **Aquatics Director**, YWCA of Dallas, Dallas, TX. Supervised all pool operations and aquatic staff. Developed new programs to offer the community, including water exercise classes and CPR classes. Managed data systems for aquatics related events.

1997- 2000 **District Supervisor**, City of Austin Aquatics, Austin, TX. Supervised summertime operation of nine aquatic facilities and close to 100 staff members. Responsible for all aspects of pool operations, including staff scheduling and pool safety. Conducted ongoing employee training on a weekly basis. Certified to teach lifeguarding, CPR for the professional rescuer, and First Aid. Taught swimming lessons, and coached competitive swimming team.

2000 **Epidemiology Intern**, Utah Department of Health, Salt Lake City, UT. Researched and prepared reports on a wide array of topics, including soil contamination and rabies. Provided infectious disease information to the public. Abstracted, compiled, maintained, and analyzed data on the relationship between childhood asthma cases and the location of environmental hazards using GIS.

1998-1999 **Teaching Assistant**, Brigham Young University, Provo, UT. Assisted with 5 sections of class totaling over 1,000 students. Conducted review sessions, helped with classroom instruction, and taught class when necessary. Created and evaluated examinations. Graded written assignments. Supervised and trained other teaching assistants.

References

Dr. Alan Beck, Director, Center of the Human-Animal Bond; Professor, Comparative Pathobiology, Purdue University, West Lafayette, IN 47907.
Tel: (765) 494-0854, email: abeck@purdue.edu

Dr. George Avery, Health Services Researcher, American Health Data Institute, Indianapolis, IN 46250.
Tel: (765) 490-5178, email: drgavery@hotmail.com

Judy Stallman, State Supervisor, Wyoming Public Health Nursing, Division of Community & Public Health, Wyoming Department of Health, Sheridan, WY 82801
Tel: (307) 763-0931, email: judy.stallman@wyoming.gov

Adrienne Z. Udarbe, MS, RDN
1465 E. Tierra St. Gilbert, AZ 85297
adrienneudarbe@pinnacleprevention.org
(480) 415-4563

Profile

Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately $20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

Professional Experience

Pinnacle Prevention – Chandler, AZ (December 2013 - Present)

Executive Director

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention

Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)

Adjunct Nutrition Teaching Faculty

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)

Community Programs Manager

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over $20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over $11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)

Clinical Dietitian

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross – San Diego, CA (January 2004 – August 2006)

WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)

Spa Wellness and Guest Services Supervisor

- Honors ~ "Above and Beyond Staff Member"
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

National Professional Presentations

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children's Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers' Market Promotion Video

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let's Move!* Recognition Award, May 2012

Education

Master of Science, Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, *Registered Dietitian Nutritionist*

Publications

Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

Professional Memberships

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
    - Public Health Nutrition Dietetics Practice Group (DPG)
    - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

Appendix B

Carient Communications Website Development Samples

Magellan Investments: http://magellaninvestments.com



The Cumberland Group: http://cumberlandchicago.com/



FGMK: http://www.fgmk.com/



The Open Approach: http://www.theopenapproach.net/



Attachment C

Qualifications and Certification Form

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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 021315 Public Health Emergency Preparedness Website Development

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   Pinnacle Prevention
   3100 West Ray Road, Suite 201 Chandler, AZ 85226
   Office (480) 415 - 4563 Mobile (480) 415 - 4563

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 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:
   a. A brief history of the Contractor.
   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. Gila County reserves the right to request additional information.

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not applicable
(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 Arizona License Number:** EIN 46-4574172/ City License #157046
(If Applicable)

Adrienne Z. Udarbe

Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

Attachment D

Price Sheet

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 021315 Public Health Emergency Preparedness Website Development .

Contractor Name: Pinnacle Prevention **Phone No.:** (480) 207 - 5955

	COSTS
Public Health Emergency Preparedness Website Development	$ 45,000.00
TOTAL COST	$ 45,000.00

***CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

Attachment E

References List

REFERENCE LIST

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

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:** The Open Approach (On Behalf of Carient Communications)
   Contact: Bob Cronin
   Phone: 630-323-9700
   Address: 45 Willow Crest Oak Brook, IL 60523
   Job Description: Website development for www.theopenapproach.net

2. **Company:** Logica3, Ltd. (On behalf of Carient Communications)
   Contact: Jeanne Thomson
   Phone: 847-836-3330
   Address: 130 Washington Street West Dundee, IL 60118
   Job Description: Website development for http://www.logica3.com/

3. **Company:** Our Sunday Visitor (On behalf of Carient Communications)
   Contact: John Christensen
   Phone: 800-348-2440 Ext. 2559
   Address: 200 Noll Plaza Huntington, IN 46750
   Job Description: Website development for https://www.osv.com/

Pinnacle Prevention in partnership with Carient Communications and Public Health Solutions
Name of Business

Signature of Authorized Representative

Executive Director
Title

Appendix F

No Collusion Certification

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

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Adrienne Z. Udarbe
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is
Executive Director
(Title)

Of Pinnacle Prevention and
(Name of Business)

That he/she is submitting a proposal on **PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT , RFP NO. 021315** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Pinnacle Prevention
(Name of Business)

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

Pinnacle Prevention
Name of Business

Adrienne Z. Udarbe Adrienne Z. Udarbe
By

Executive Director
Title

MARK V. CELENTANO
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 31, 2015

Subscribed and sworn to before me this 02 day of March, 2015.

Notary Public

My Commission expires: 7/31/2015

Appendix G

Intentions Concerning Subcontracting

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 021315 Public Health Emergency Preparedness Website Development ,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☑ **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.

Adrienne Z. Udarbe

Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN

Printed Name

Executive Director

Title

Pinnacle Prevention List of Subcontractors:

1) **Carient Communications**
   4709 E. Ironhorse Road
   Gilbert, AZ 85297
   (630) 945-5311
   carient@sbcglobal.net

2) **Public Health Solutions**
   15815 S. Lakewood Pkwy W, Unit 1064
   Phoenix, AZ 85048
   (765) 413 – 3570
   fleatrembath@gmail.com

Appendix H

Legal Arizona Workers Act Compliance

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Adrienne Z. Udarbe

Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN

Printed Name

Executive Director

Title

Appendix I

Checklist and Agenda Acknowledgment

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	AZU
PRICE SHEET	AZU
REFERENCE LIST	AZU
NO COLLUSION FORM	AZU
INTENTIONS IN SUBCONTRACTING	AZU
LEGAL ARIZONA WORKERS ACT COMPLIANCE	AZU
CHECKLIST & ADDENDA ACKNOWLEDGMENT	AZU
OFFER PAGE	AZU

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 27th day of February, 2015

Pinnacle Prevention
Contractor:

Adrienne Z. Udarbe, Executive Director
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 021315 Public Health Emergency Preparedness Website Development. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before March 06, 2015, by 11:00 AM.

Appendix J

Offer Page

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 021315 Public Health Emergency Preparedness Website Development

Contractor Submitting Proposal:

Pinnacle Prevention
Company Name

3100 West Ray Road, Suite 201
Address

Chandler | AZ | 85226
City | State | Zip

For clarification of this offer, contact:

Name: Adrienne Z. Udarbe, MS, RDN

Phone No.: (480) 207 - 5955 or (480) 415 - 4563

Fax (480) 550 - 8806

Email: adrienneudarbe@pinnacleprevention.org

Adrienne Z. Udarbe
Signature of Authorized Person to Sign

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor PINNACLE PREVENTION is now bound to provide the materials or services listed in RFP No.: 021315 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. 021315**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

3/18/15
Date

AMENDMENT NO. 1 to CONTRACT NO. 060314

The following amendments are hereby incorporated into the agreement for the below project

CONTRACT 060314
MC-800-TR CHIP SEAL OIL
CONSOLIDATED ROADS DEPARTMENT

Effective August 18, 2014, Gila County and Wright Asphalt Products Co. entered into a contract whereby Wright Asphalt Products Co. agreed to provide MC-800-TR CHIP SEAL OIL for the Consolidated Roads Department.

Service Agreement No. 060314 expires on March 17, 2015. Per Page 10, Section 3-Special Terms and Conditions, Item 2 of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No 1 to Service Agreement No. 060314 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from March 18, 2015 to March 17, 2016 with a not to exceed, without prior written approval, contract amount of Three Hundred Thousand dollars and no/100's ($300,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the March 18, 2015 to March 17, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18 day of March, 2015.

GILA COUNTY:

Don E. McDaniel, Jr. County Manager

WRIGHT ASPHALT PRODUCTS CO.

Suppliers Signature

AMENDMENT NO. 1 to CONTRACT NO. 101013

The following amendments are hereby incorporated into the agreement for the below project

CONTRACT 101013
TRMSS OIL
CONSOLIDATED ROADS DEPARTMENT

Effective December 17, 2013, Gila County and Wright Asphalt Products Co. entered into a contract whereby Wright Asphalt Products Co. agreed to provide TRMSS Oil for the Consolidated Roads Department.

Service Agreement No. 101013 expires on April 16, 2015. Per Page 13, Section 2.0-Bid Pricing, Item 2.2 of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No 1 to Service Agreement No. 101013 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from April 17, 2015 to April 16, 2016 with a not to exceed, without prior written approval, contract amount of Three Hundred Ten Thousand dollars and no/100's ($310,000.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the April 17, 2015 to April 16, 2016 renewal period.

IN WITNESS WHEREOF, three (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 18 day of MARCH, 2015.

GILA COUNTY:

Don E. McDaniel, Jr. County Manager

WRIGHT ASPHALT PRODUCTS CO.

Suppliers Signature

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022615

ASBESTOS ABATEMENT 1ST FLOOR CONSTABLE'S OFFICE

GILA COUNTY COURTHOUSE

THIS AGREEMENT, made and entered into this 18TH day of MARCH, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and D&K Enterprises, LLC, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities** 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 022615** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 022615** 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 022615**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through April 30, 2015

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,975.00 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. 022615 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/18/15

D&K ENTERPRISES, LLC

Signature

ROBERT J. DIVIS

Print Name

REQUEST FOR QUOTE NO. 022615
GILA COUNTY

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of floor tile and mastic removal and Asbestos Abatement removal in the Mail Room and Constable's Office located on the 1st floor of the Gila County Courthouse. The tile has previously tested positive for asbestos and needs to be removed.

Location: Gila County Courthouse
1400 E. Ash Street
Globe, AZ 85501

Scope of Work and Specifications:

- Removal of Approximately 561 square feet flooring
- Provide Asbestos Abatement of tile mastic
- Work required must be done on a weekend
- Project completion end date March 27, 2015

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Thursday March 5, 2015 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov , fax 928-402-4386

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

Contractor Name: D&K Enterprises, LLC

Contractor Address: 517 S. Lebaron Mesa, AZ 85210

Contractor Phone #: 602-241-6600 Email Address: rick@dkazenterprises.com

Contractor Signature: [signature]

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ 1,375 (TAXES INCLUDED)

MATERIAL COST $ 600 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

Request for Quote 022615 Material and Labor Breakdown 3/5/2015

Materials			Labor		
6 mil Polyurethane sheeting @ $75/roll	2	150	Worker Labor @ $30/hour	30	900
Tyvec Suits @ $30/box	1	30	Supervisor Labor @ 37/hour	12	444
1/2 Face Respirators Filters@ $12/Pair	4	36	Clerical @ $15.50/hour	2	31
1/2 Face Respirators @ $18/ea	4	72			
Duct Tape $8/Roll	6	48			
Asbestos Bags @ 65/roll	1	65			
Tile Blades @ 10/ea	3	30			
Spray Glue @ 12/ea	4	48			
Negative Air Filters @ 24/ea	5	120			
		600			1375

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030615

ROLL OFF DUMPSTER SERVICE

COPPER ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 18th day of March, **2015**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Copper State Sanitation, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030615** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030615** 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 030615**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence and remain in effect from April 1, 2015 through June 30, 2015. The County shall have the option to renew the contract for a period of two (2) one (1) year periods, ***or portions thereof.***

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $9,000.00, ***if required during the term of this contract,*** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030615 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/18/15

COPPER STATE SANITATION

Signature

Lloyd Yarger

Print Name

Hurst, Betty

From: Debra Fraley <coppstsan@cableone.net>
Sent: Friday, March 06, 2015 1:00 PM
To: Hurst, Betty
Subject: Estimate from Copper State Sanitation
Attachments: Est_13_from_COPPER_STATE_SANITATION_535176.pdf

Dear Betty:

Betty the total would be $400.00. We would charge $200.00 plus landfill fees as dumped

Please review the estimate below. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Copper State Sanitation

COPPER STATE SANITATION

P. O. Box 1200
Claypool, AZ 85532

Monthly Fees For Roll-Off

Date
3/6/2015

Name / Address
GILA COUNTY ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ 85501

Rep
CD

Item	Description	Cost
PULL	PER ROLL OFF PER PULL	200.00
NOTE	LANDFILL FEES ADDED AT $47.03 PER TON WHEN DUMPED	0.00
	Total	$200.00

Phone #
(928) 473-3086

MAR 11 '15 PM03:26

AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 121014

The following amendments are hereby incorporated into the agreement for the below project

PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY

GILA COUNTY FACILITIES

Effective February 18, 2015, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide pest control service for Gila County Facilities from February 18, 2015 through February 17, 2016.

Service Agreement No. 121014 was issued for a not to exceed contract amount of $7,940.00. Amendment No 1 to **Service Agreement No. 121014** is being issued to request an addition to the contract scope in the amount of Six Hundred Forty dollars and no/100's ($640.00), to cover four (4) additional buildings that were left off of the original contract. Refer to attached Attachment "A" to Amendment No. 1 to **Service Agreement 121014** by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by $640.00) for a new total contract amount of Eight Thousand Five Hundred Eighty dollars and no/100's ($8,580.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 18, 2015 to February 17, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18TH day of MARCH, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 3/18/15

GLOBE EXTERMINATORS

Signature

William D Roten III

Print Name

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 specifciations 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

121014-2

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: FM-0103

Fund 1007 Dept No. 341 Program 801 Location ____ Account 4500.19

Estimated Cost ____ $130,000

INTENT

To replace the existing 12 yr old roof of the Copper Admin Building with a fiber roofing system.

Signed: Steve Stratton Date 3/13/2015

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
Department Receipt		Placed on Agenda	N/A	
Presented to Board		Approved to Call		
Delivered to Paper		Paper Name	AZ Silver Belt	
Advertised	From 3/4/2015	To	3/18/2015	
Closing Date	3/18/2015	Bid Award Date		
Awarded To		Pre-Bid Meeting Date		

III. OTHER APPROVAL: *Only as necessary*

Department Name: COUNTY MANAGER

Don E. McDaniel, Jr., County Manager Date 3/16/15

Department Name: COUNTY ATTORNEYS OFFICE

Bryan B. Chambers,
Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney Date 16 March 2015

IV. APPROVED

Finance Director Signature ____ Date ____

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 012815

MISCELLANEOUS EQUIPMENT REPAIR AND WELDING

NORTHERN GILA COUNTY PUBLIC WORKS

THIS AGREEMENT, made and entered into this 18th day of March, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Holyoak's Equipment Repair & Welding, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Contractor will perform equipment repair and welding, as and when, requested from the Gila County Public Works Department.

Contractor Fee's: Contractors hourly rate: **$85.00.** The hourly rate of $85.00 includes travel time, welding, machining, mechanical repairs, supplies (rags, solvents, welding rod and wire, abrasives, gasses, etc.)

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

3. ~~**Professional Liability (Errors and Omissions Liability)**~~

~~Each Claim~~	~~$1,000,000~~
~~Annual Aggregate~~	~~$2,000,000~~

a. ~~In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.~~

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

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

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and

endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well

as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of ninety (90) days from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $4,000.00 for service and repairs, ***if required during the term of this agreement.*** An additional $450.00 is being added to this agreement to pay for additional charges to the Contractor to provide a General Liability Certificate of Insurance naming "Gila County as additional insured" and to provide a "Waiver of Subrogation", per the insurance requirements specified elsewhere in this agreement. The total blanket Purchase Order amount shall not exceed $4,450.00, without prior written consent of the County. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

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. 012815 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/18/15

HOLYOAK'S EQUIPMENT REPAIR & WELDING

Signature

James Holyoak

Print Name

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

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

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



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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

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

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 031215

CONSULTING SERVICES FOR LANDFILLS

THIS AGREEMENT, made and entered into this 18TH day of March, **2015,** by and between Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and **Atwell, LLC** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT.**

WITNESSETH: That the **Consultant,** for and in consideration of the sum to be paid him by the **County,** in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Consultant will perform miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, etc. Consultant agrees that its services are performed with technical competence consistent with the level of care and skill ordinarily exercised by other professional consultants at the time these services are performed.

Task 1 – Methane Monitoring. Atwell will perform quarterly methane monitoring in accordance with ADEQ requirements at the Russell Gulch and Buckhead Mesa landfills using a Landtec GA-90 or equivalent methane analyzer. Following completion of monitoring, Atwell will file the results with ADEQ. Atwell will perform these services at a lump sum fee of $925 per quarter or $3,700 per year.

Task 2 – Groundwater Monitoring. Atwell will perform semi-annual groundwater monitoring at the Russell Gulch and Buckhead Mesa landfills. Atwell assumes that the County will contract a well pumping firm to purge the two four inch diameter wells at the Russell Gulch landfill. Atwell will coordinate with the well pumping firm. After sample collection, Atwell will submit the samples for analysis and prepare a groundwater monitoring report including a statistical analysis of the results. Atwell will submit the final report to ADEQ. Atwell will utilize the County's Sanitas statistical software. Atwell will perform these services at a lump sum fee of $9,250 per sampling event, for up to two sampling events per year.

Task 3 – Miscellaneous Solid Waste Consulting Atwell will perform miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, landfill life estimates, etc. Atwell will perform these services on a time and materials basis according to the fee schedule provided in the current contract as Exhibit A with a cost not to exceed $15,000, without prior authorization.

ARTICLE II – SCHEDULE AND FEES: Refer to Exhibit "A" 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", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE III – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

Consultant shall advise each subcontractor of **County's** rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that **County** may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of **Consultant.** In the event that remedial action under this Article results in delay to one or more tasks on the critical path of **Consultant's** approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which **Consultant** shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant:**

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE VIII – CONTRACT PERIOD: Contract shall be in effect for a period of one (1) year with the option of two one (1) year extensions, if agreed by both parties.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of **$ 37,200.00**. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee, prior to the execution of the additional work, between the **County** and the **Consultant.**

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay the **Consultant** amount of not more than **$37,200.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 031215

GILA COUNTY:

Don E. McDaniel , County Manager

ATWELL, LLC:

Signature of Consultant

TED HOZEMER

Print Name

ATWELL, LLC PROFESSIONAL SERVICES

2015 FEE SCHEDULE

Senior Project Manager	$187/hour
Project Manager I-II	$149 to $164/hour
Project Coordinator	$135/hour
Engineering Services	
Senior Project Engineer	$164/hour
Engineer/Designer I-V	$99 to $149/hour
Engineer Technician	$92/hour
Surveying Services	
Senior Project Surveyor	$164/hour
Project Surveyor I-V	$99 to $149/hour
Survey Technician	$92/hour
One Man Crew	$104 to $121/hour
Two Man Crew	$143 to $171/hour
Planning/Landscape Design Services	
Senior Project Planner	$164/hour
Planner/Designer I-V	$99 to $149/hour
Planning Technician	$92/hour
Environmental/Ecological Services	
Senior Subject Matter Expert I-II	$187 to $200/hour
Senior Environmental Consultant	$164/hour
Environmental Consultant I-V	$99 to $149/hour
Environmental Technician I-III	$67 to $87/hour
CAD/GIS Services	
CAD Technician I-II	$79 to $87/hour
Senior GIS Analyst	$121/hour
GIS Analyst I-II	$99 to $110/hour
GIS Technician I-II	$79 to $87/hour
Construction Services	
Construction Manager I-II	$135 to $149/hour
Construction Engineer I-III	$99 to $121/hour
Construction Inspector	$82/hour
Administrative Services/Interns	$64 to $84/hour
Firm Principal/Project Executive	$235/hour
Expert Testimony	$295/hour

Specialty Equipment	
Laser Scanner	$500/half day – $1,000/full day
Nuclear Density Gauge	$50/day
ATV	$175/day
Ground Penetrating Radar	$500/day
Photoionization Detector (PID)	$75/day
4 – Gas Monitor with Remote Sensor	$50/day

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, outside reproductions, document purchases, and sub-consultants shall be billed at cost plus 15%. Mileage shall be billed at current IRS allowable rate. All other project reimbursable expenses shall be billed in accordance with the attached Reimbursable Fee Schedule. All permit, application, and submittal fees shall be paid directly by the client.

Direct Reimbursable

ATWELL

ATWELL, LLC DIRECT REIMBURSABLE
2015 FEE SCHEDULE

Reproduction Fees

24" X 36" bond black and white plots	$3/each
24" X 36" bond black and white copies	$1.50/each
24" X 36" bond black and white mylars	$20/each
24" X 36" color plots	$35/each
8.5" X 11" photo copies	$0.15/each
8.5" X 11" color copies	$1/each
11" X 17" photo copies	$0.25/each
Report Copies	$30/ream

Travel Fees

Company Vehicle Mileage	IRS Rate
Travel Expense	cost + 15%

Survey/Equipment Fees

Wood Stakes	$1/stake
Iron Pipe	$3/pipe
Monuments	$8/each

Miscellaneous Fees

Postage/Shipping	cost + 15%
Conference Calls	cost + 15%

**Company Vehicle Mileage subject to change and shall be billed at current IRS allowable rate.

GILA COUNTY

Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Jeff Hessenius, Finance Director

INFORMAL BID REQUEST NO. 031015IBR
DEDICATED FIRE LINE AND FIRE HYDRANT
COPPER ADMINISTRATION BUILDING

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to furnish and install a fire line and fire hydrant at the Copper Administration Building at 1350 E. Monroe Street in Globe, AZ.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE: **Tuesday, March 24, 2015, 11:00 AM**
DEDICATED FIRE LINE AND FIRE HYDRANT

MANDATORY WALK THROUGH DATE: **Tuesday March 17, 2015 10:00 AM**

Please submit the **Contract Forms,** in duplicate, with originals signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"DEDICATED FIRE LINE AND FIRE HYDRANT"**, Bid No. **"031015IBR"**, date **"March 24, 2015"**, and time **"11:00 A.M. AZ Time"**, shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

DELIVERY ADDRESS:
GILA COUNTY FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Michael Gillette, 928-402-8505.

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ATTACHMENTS:

Map to project site

Location map for fire line and fire hydrant placement

DEDICATED FIRE LINE AND FIRE HYDRANT
Informal Bid Request 031015IBR

SCOPE OF WORK

Scope of Services

The Project will consist of furnishing and installation of approximately 140 lf of 8" class 200 C900. MJ fittings restrained with Megalugs shall be used. The pipeline will begin on South Street at a tap, which has been furnished and installed by the City of Globe. The line will run Northwest up to the new Copper Administration Building. The end of the line shall have an 8" Tee. One end of the Tee shall have an 8" x 4" reducer, 4" buried gate valve, and plug. The other end shall have an 8" buried gate valve and a fire hydrant per City of Globe requirements.

Restraints shall be 2000PV Megalug or equal. Fittings Star Pipe ANSI/AWWA C110/A21.10 or equal. Valves shall be Mueller A-2361 or equal. All valves shall have valve boxes and risers adjusted to grade. The Contractor shall provide for the complete furnishing and installation of the fire line and fire hydrant in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Project Manager or designee.

A mandatory pre-bid walk through will be held at the project site on Tuesday, March 17, 2015, at 10:00 A.M. A map of the site location is included in this Informal Bid Request. You may contact the Project Manager, Michael Gillette at 928-402-8505 with any questions. All questions should be submitted in writing no later than March 20, 2015 at 10:00 A.M. Bids for this project are due on March 24, 2015 at 11 A.M. Answers to any questions received will be sent to all bidders no later than March 23, 2015 at 10:00 A.M. Time is of the essence. The successful bidder will have **14 calendar days** to complete the project.

- ***CLEAN UP***

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

- ***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.

- ***QUALITY OF STANDARDS OF MATERIAL***

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

- ***TAXES***

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, in **duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
(c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, at any time before a contract has been fully executed by all parties and is approved by the County.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable Certificate of Insurance within the 10-calendar-day period specified shall be just cause for cancellation of the award.

Payment

Gila County employs a "Net 15" payment term meaning that payment will be issued 15 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- Affidavit of Non-Collusion
- Subcontractor Certification
- Bidder Checklist and Addenda Acknowledgment
- Contract
- Contract Performance Warranty

D.D. HAUGHT INC.

3838 E Highway 260
Star Valley, AZ 85541
AZ ROC#'s073331 078604 078653

ESTIMATE

Date	Estimate #
3/23/2015	4074

Name / Address	Ship To
City of Globe	Dedicated Fire Line and Fire Hydrant near Gulch Landfill Globe, AZ

Project

Description	Qty	U/M	Rate	Total
Dedicated Fire Line and Fire Hydrant Request # 031015IBR Installation of 140 ft Ductal Iron Installation of Fire Hydrant			14,897.00	14,897.00T

Thank you for Allowing us to bid your work.

Subtotal	$14,897.00
Sales Tax (5.59%)	$832.74
Total	$15,729.74

BIDDING SCHEDULE

DEDICATED FIRE LINE AND FIRE HYDRANT

GILA COUNTY, ARIZONA

Informal Bid Request 031015IBR

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:

VENDOR NAME: D. D. Haught Inc

TOTAL CONTRACT PRICE, for the sum of $ 15,729.74

WRITTEN TOTAL CONTRACT PRICE

Fifteen Thousand Seven Hundred Twenty Nine---------- **Dollars**

and Seventy four **Cents.**

The Bidder agrees that the Contract Price will be payment in full for all work 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 Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 031015IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   D. D. Haught Inc
   3838 E. Highway 260, Star Valley, AZ 85541
   928-472-8846

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes __X__ No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes __X__ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____Yes __X__ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating for AZ:** .88
   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** 073331, 078604, 078653

Samuel Haught
Signature of Authorized Representative

Samuel Haught
Printed Name

President
Title

GILA COUNTY

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Jeff Vaughn Homes
   Contact: Jeff Vaughn
   Phone: 928-978-4024
   Address: 134 W. Midway St., Payson, AZ 85541

2. **Company:** Chaparral Pines Golf Course (Lake 2 project)
   Contact: Don Davis
   Phone: 928-951-3619
   Address: 1700 E. Cliff Rose Drive, Payson, AZ 85541

3. **Company:** Bob Debella
   Contact: Robert (Bob) Debella
   Phone: 928-978-1260
   Address: 411 W. Summit St., Payson, AZ 85541

4. **Company:** Forest Lakes Water Department
   Contact: 928-535-5438
   Phone: 4 Merzville Road, Forest Lakes Estates, AZ 85931
   Address:

D. D. Haught Inc

Name of Business

Signature of Authorized Representative

President

Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Samuel Haught
(Name of Individual)
being first duly sworn, deposes and says:

That he/she is President
(Title)

of D. D. Haught Inc and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 031015IBR DEDICATED FIRE LINE AND FIRE HYDRANT, near Russell Gulch Landfill in Globe, AZ** and,

That neither he/she nor anyone associated with the said:

D. D. Haught Inc
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

D. D. Haught Inc
Name of Business

Samuel Haught
By

President
Title

Subscribed and sworn to before me this 24th **day of** March, **2015.**

Keith Heglie
Notary Public

KEITH HEGLIE
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
August 11, 2018

My Commission expires:
Aug 11, 2018

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 031015IBR, DEDICATED FIRE LINE AND FIRE HYDRANT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

D. D. Haught Inc
Name of Firm

Samuel Haught
By: (Signature)

President
Title

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:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
BIDDING SCHEDULE	3/23/15
QUALIFICATION & CERTIFICATION FORM	3/23/15
REFERENCE LIST	3/23/15
NO COLLUSION IN BIDDING	3/23/15
INTENTIONS IN SUBCONTRACTING	3/23/15
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	3/23/15
CONTRACT	3/23/15
CONTRACT PERFORMANCE WARRANTY	3/23/15

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	SH				
DATE	3/20/2015				

Signed and dated this 23 day of March, 2015

D. D. Haught Inc.

Contractor: Samuel Haught

By: Samuel Haught - President

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. 031015IBR Dedicated Fire Line and Fire Hydrant.*** **All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before March 24, 2015, 11:00 AM.**

GILA COUNTY
COPPER ADMINISTRATION BUILDING
DEDICATED FIRE LINE AND FIRE HYDRANT
INFORMAL BID REQUEST NO. 031015IBR

ADDENDUM #1:
DATE: 3/18/2015

CLARIFICATIONS:

1. Sign-In Sheet from Pre-Bid Walk-thru / Meeting is attached.
2. Contractor will perform pressure test per MAG Spec 610.15 and disinfect per City of Globe requirements.
3. Contractor is responsible for ensuring that all utilities have been located prior to commencement of work.
4. Pipe bedding per Mag Spec 601.4.2 shall be required. Trenches shall be backfilled in lifts no greater than 12 inches and compacted to 90%. The Contractor is not required to provide compaction testing. Gila County will thoroughly inspect all backfill and provide their own compaction testing at their discretion.
5. Thrust block per Mag Spec 610.14 shall be used.
6. Permits will not be required from either City of Globe or Gila County. Prior to backfill all joints and connections must be made available for inspection by Gila County and City of Globe with a minimum of 24 hours' notice.
7. Substitute C900 pipe material for Ductile Iron Pipe with polywrap per Mag Spec 610 & 750.2
8. On top of the hill the waterline shall have 5 ft. of cover. After the final site grading it is anticipated the water line will have 4 ft. of cover. The fire hydrant shall be set in anticipation of 4 ft. of cover over the water line.
9. The Contractor shall also install two (2) – 1 ½ conduits common trench with the waterline. The conduits can have minimum separation and will need to be stubbed up out of the ground near the new fire hydrant on top and near the gate down below.

This concludes Addendum No. 1 to Invitation for Bids No. 031015IBR
Bid date and time remain the same.

MANDATORY PREBID WALK-THROUGH/MEETING: 03-17-15, 10:00 A.M.
COPPER ADMINISTRATION BUILDING-FIRE LINE AND FIRE HYDRANT
INVITATION FOR BID NO. 031015IBR

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
EarthQuest	Tim Haas			812-0112
VISUS Engineering	Robert Smith		BSmith@visusinc.com	602-312-5554
Arizona Comm Plb	Tricia Hale		Arizonacommercial@hotmail.com	9287474211
Barkley Excavating	Tricia Hale		tandthale@hotmail.com	4802298765
D.D. Haught Inc	Hack Haught		DD Haught@yahoo.com	9284728816

GILA COUNTY
CONTRACT NO. 031015IBR

THIS AGREEMENT, made and entered into this 23 day of March, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and D. D. Haught Inc of the City of Star Valley, State of Arizona, hereinafter designated the **Contractor.**

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 031015IBR, DEDICATED FIRE LINE AND FIRE HYDRANT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Bidder Checklist and Addenda Acknowledgment", "Contract Performance Warranty", 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.

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.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.
Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. 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.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 15,729.74 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

D. D. Haught Inc.

Contracting Company Name

Samuel Haught

Authorized Representative Signature

Samuel Haught

Print Name

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

3/25/15

Date

CONTRACT PERFORMANCE WARRANTY

I, Samuel Haught, representing D. D. Haught Inc

_____ (company name)

do hereby warranty the work performed for the:

DEDICATED FIRE LINE AND FIRE HYDRANT near Russell Gulch Landfill in Globe, AZ

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

Samuel Haught

(Officer, Partner, Owner)

3/23/15

Date


Project Location Map
Legend
S 9th St
60
E Ash St
S Sunset Rd
Monroe St
Project Location
E South St
Google Earth
N
400 ft


Project Location Map
Install ~65 +- ft of 8" class 200 C900.
Install 1 fire hydrant
8" T
4"x8" MJ Reducer w/ Cap for Future use w/ 4" Gate Valve
8" Gate Valve & Fire Hydrant
8" class 200 C900 w/ restrained MJ Fittings
Legend
Google earth
60 ft
N

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 120114-2
MAJOR REHABILITATION PROJECT NO. HH#131-02
ARIZONA STYLE CONSTRUCTION LLC

Effective December 10, 2014, Gila County and Arizona Style Construction LLC entered into a contract whereby Arizona Style Construction LLC agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#131-02, in Hayden, Arizona.

Service Agreement 120114-2 was issued for a total flat fee of $49,156.00. **Amendment No. 1 to Service Agreement 120114-2** is being issued to request an addition to the contract scope in the amount of Four Hundred dollars and 00/100's ($400.00), to replace the range and to cover permit fees. Refer to attached **Attachment "A" to Amendment No. 1 to Service Agreement** 120114-2 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by $400.00 for a new total contract amount of Forty-Nine Thousand Five Hundred Fifty-Six dollars and 00/100's ($49,556.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 25 day of MARCH, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 3/25/15

ARIZONA STYLE CONSTRUCTION LLC

Signature

Steve P. Craig

Print Name

Arizona Style Construction, LLC
2626 S Camino Seco
Tucson AZ 85730-1275
(520) 647-9127
(520) 829-7293 FAX

Change Order

Date	CO #
2/12/2015	43939

Pricing valid for 30 days only. Payment for change orders is due at time of request. If work is to be done in phases, each phase shall be paid in full upon completion of that phase.

BILL TO:	Job Address (if different):
GILA COUNTY ACCTS PAYABLE 1400 E. ASH ST. GLOBE, AZ 85501	FRANCES ARANDA 755 CANYON DR HAYDEN, AZ 85135

W.O. No.

Description of work to be done:

SERVICE AGREEMENT NO 120114-2
MAJOR REHABILITATION HH#131-02

CHANGE ORDER
- RANGE REPLACEMENT $ 200.00
- PERMIT FEES $200.00

Contractor will supply all labor and material required to complete project unless specifically noted. Contractor will use existing on-site power and water unless specifically noted.

After contract is accepted contractor will submit drawings and obtain appropriate permits as required from city/county. Permit fees are not included in bid total and will be billed separately.
Arizona Style Construction will meet or exceed all Arizona building codes. Contractor may overstock some phases of project so work delays are minimized. Extra material is the property of Arizona Style Construction and will be removed as each phase is completed.

Total *$400.00*

Customer Signature _____

Date

AzStyleConstruction@cox.net
KB-02 License #ROC173670 ~ K-39 License #ROC263401

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES AGREEMENT NO. 080913-1
HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Lori Martinez, PhD, LPC, LISAC, NCC entered into a contract whereby Lori Martinez, PhD, LPC, LISAC, NCC would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Agreement 080913-1 was executed on March 12, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

The contract expires on March 31, 2015. Per page 5, Article X-Term, of the contract, Gila County may agree to renew the contract for as many as five (5) additional one (1) year periods.

Amendment No. 2 to Professional Services Agreement No. 080913-1 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed $4,000.00, without written approval from the County.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2015 to March 31, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of March, 2015.

GILA COUNTY:

County Manager, Don E. McDaniel Jr. 3/25/15

CONTRACTOR:

Lori Martinez, PhD, LPC, LISAC, NCC

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 030714

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 030714
HIV CARE AND SERVICES

LABORATORY CORPORATION OF AMERICA

Effective April 1, 2014, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

Professional Service Contract No. 030714 will expire on March 31, 2015. Per Page 4, Article X – Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods.

Amendment No. 1 to Professional Services Contract No. 030714, will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 1, 2015 to March 31, 2016.

In addition Health and Emergency Services would like to increase the contract amount by an additional Five Thousand dollars and no/100's ($5,000.00) to ensure that funds are available to provide medical services needed during the term of the contract.

Amendment No. 1 to Professional Services Contract No. 030714 will serve to increase the contract amount by $5,000.00 for a new total contract amount of $10,000.00.

Consequently, the contract is amended to increase the contract amount by $5,000.00 for a new total contract amount of Ten Thousand dollars and no/100's ($10,000.00).

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2015 to March 31, 2016 extension exceed $10,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2015 to March 31, 2016 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1st day of April, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 4/1/15

LABORATORY CORPORATION OF AMERICA

Signature

Patricia Gilbreth, Controller

Print Name

Patricia Silbreib, Controller

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 1005.120/2-2011
MICROFILM STORAGE SERVICES

US IMAGING, INC.

Effective April 05, 2011, Gila County and US Imaging, Inc. entered into a contract whereby US Imaging, Inc. agreed to provide Microfilm Storage Services to the Gila County Recorder's Office for an initial three year term. Per Article IX - Term of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

Amendment No. 1 to Professional Services Contract 1005.120/2-2011 was executed on April 2, 2014 extending the term of the contract for one additional year, from April 5, 2014 to April 4, 2015.

The contract expires April 04, 2015. Per page 4, Article IX - Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from April 05, 2015, to April 04, 2016.

Amendment No. 2 to Professional Services Contract No. 1005.120/2-2011 will allow for Gila County to exercise to option to renew the term of the Agreement for one (1) additional year from April 05, 2015 to April 04, 2016.

Contractor will continue to bill for services pursuant to Article II - Fees of the original contract, but in no event shall charges for the April 05, 2015 to April 04, 2016 extension exceed $5,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 05, 2015 to April 04, 2016 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1 day of APRIL, 2015.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

CONTRACTOR
US IMAGING, INC.

Authorized Signature

Lisa Gehrke

Print Name

AMENDMENT NO. 1 to SERVICE AGREEMENT NO 042114-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 042114-1
WORKFORCE INVESTMENT ACT (WIA) WEBSITE AND MAINTENANCE

2GECKOS CONSULTING, LLC

Effective April 30, 2014 Gila County and 2Geckos Consulting, LLC entered into a contract whereby 2Geckos Consulting, LLC agreed to provide Workforce Investment Act (WIA) Website and Maintenance.

Community Services-WIA would like to increase the contract amount by an additional Six Hundred Twenty-Nine dollars and 00/100's ($629.00) for the additional cost of software to run links on website not included in original contract.

AMENDMENT NO. 1 to **Service Agreement No. 042114-1**, will serve to increase the original contract amount of Three Thousand Two Hundred Forty dollars and 00/100's ($3,240.00) by Six Hundred Twenty-Nine dollars and 00/100's ($629.00) for a new total contract amount, **not to exceed**, Three Thousand Eight Hundred Sixty-Nine dollars and 00/100's ($3869.00).

Refer to attached Attachment "A" to Amendment No 1 to **Service Agreement 042114-1** by mention made a binding part of this Amendment.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 23, 2014 to April 22, 2015 term.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1 day of APRIL, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 4/1/15

2GECKOS CONSULTING, LLC:

Signature

Roger A Bier

Print Name

PO: 20150000358

INVOICE

2Geckos Consulting, LLC
PO BOX 12812
Casa Grande, AZ 85130-0687
Tel : (520) 709-2079

Date: **Wed, Sep 17, 2014**
Invoice Number: **1410089999**

Christine Throop
Arizona Workforce Connection
1400 East Ash Street
Globe, AZ 85501

Phone: cthroop@gilacountyaz.gov
e-mail:

Item ID	Description of Invoice Items	Subtotal
[redacted]	Event calendar software with multiple views and numerous customizable options. More info at http://2geckos.	$130.00
[redacted]	Job Portal for Job Seekers and Employers. More info at http://www.ohioflabbers.com/job-portal-website/	$499.00

2015/1/1046009 4210.60
WIAP13_ 46S

TERMS AND CONDITIONS:
Labor billed at [Labor Hourly Rate] per hour with a one half hour minimum. Manufacturer warranty on all equipment. 15% handling fee for additional items. Not responsible for losses due to equipment failure. This invoice is payable upon receipt, unless other arrangements have been made. We have to charge 10% Late Fee, $15 Returned Check Fee, $25 Reactivation fee for suspended accounts.

Paid

Total due $629

Due Date: Wednesday, September 24,

Please make check payable to 2Geckos Consulting.

Please call, if I can be of further assistance.
Thank you for selecting 2Geckos Consulting.

Roger Biel rogerbiel@2Geckos.com
2Geckos Consulting, LLC www.2Geckos.com

Credit card type: ☐ *Visa* ☐ *Mastercard* ☐ *Discover*
Card Number: _____
Expiration Date: ____ / ____ *Card Code:* ____
Name on Card: _____
Signature: _____

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022515-1

HVAC UNIT

IT ROOM

PAYSON ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 1st day of April, **2015**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kwik Kool Refrigeration, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 022515-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 022515-1** 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 022515-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $3,474.89 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. 022515-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/1/15

KWIK KOOL REFRIGERATION, INC.

Signature

Kenneth W. Crick

Print Name

KWIK KOOL Refrigeration, Inc.
610 North Broad Street
Globe, Arizona 85501
Licensed Bonded Insured

March 11, 2015

Re: Quote No. 022515-1, Gila County

Quote Details for Scope of Work

Quote #1: $3,250.59

This proposal is basically replacing the existing equipment with the LG equipment listed ***without pouring*** *an additional 3' x 3' concrete pad. This proposal does include new refrigerant lines (about 50') with power cable and a line set cover that is designed for mini-split applications. The change in refrigerant from R-22 to R-410a is critical regarding also changing the line set. Flushing out the existing line set is possible, but any residue of the old refrigerant may cause problems with the new operating system which utilizes R-410a. It's always recommended to install new line sets if possible. Installing a nice line set cover that is designed for these systems completes the install by tucking in the insulated lines and makes it a better looking install besides also providing a little more security. We would use the existing drain but hide the inside line set and seal the hole to the attic and wall.*

Quote #2: $3,474.89

The difference with this option is that we would pour a 3' x3' concrete pad which would allow us to rotate the equipment so that it would be parallel to the building allowing for easier access for installation, service and repair. The new line set with power cable is included. The new condenser would sit about 12" from the existing building as per manufacturer's installation guidelines. The existing disconnect would be left in position. The new line set cover would also hide the electrical to the existing disconnect box. We would use the existing drain but hide the inside line set and seal the hole to the attic and wall.

Kenneth W. Crick

REQUEST FOR QUOTE NO. 022515-1
GILA COUNTY

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of furnishing and installing a Mini Split unit in the IT Room in the Payson Administration Building.

Location: Payson Administration Building
610 E. Highway 260
Payson, AZ 85541

Scope of Work and Specifications:

- LG, Mini Split
- Model: LSU240HEV LSN240HEV
- HEAT BTU'S: 2 TONS
- COOL BTU'S: 2 TONS
- SEER: 16

Each contractor may contact Bob Hickman with Facilities at 928-200-1643 for technical questions. Each contractor shall provide all labor and materials to complete the above Scope of Work.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Wednesday March 11, 2015 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Quote #2

Contractor Name: Kwik Kool Refrigeration, Inc

Contractor Address: 610 N. Broad Street, Globe

Contractor Phone #: 928-425-6445 Email Address: kwikrick@hotmail.com

Contractor Signature: Kenneth W. Crick

TOTAL COST FOR MATERIAL & INSTALLATION $3,474.89

LABOR COST $ 910.71 (TAXES INCLUDED)

MATERIAL COST $ 2,564.18 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

with Additional Concrete Pad & Labor.

EXECUTIVE SUMMARY FORM

Contract Name: Purchase new 2015 Full Size 4 Door 4x4 SSV for Sheriff's Office

Contract No.: 0317IBR015

Statement of Purpose and Need (3-5 Sentences)
An Informal Bid Request was sent out to obtain competitive pricing for a new 2015, full size, 4 door, 4x4 SSV for the Sheriff's Office. Insurance proceeds as well as Capital Improvements monies will be used for this purchase.

Contract End Date: Upon County receipt of vehicle

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $31,689.01

Contract Information

Firm Name: McSpadden Ford **Contact Person:** Lisa Wielenga

Address: 601 N. Broad Street **Phone No:** 928-425-3157

City: Globe **State:** AZ **Fax:** _____ **Email:** mcspaddensales@cableone.net

Fund: Capital Improvements/PW/Vehicle Purchases CIP/Capital Outlay Vehicles $5000 over

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: 1007.341.936.4500.50

Date Sent for Legal Review: n/a **Date Returned:** _____

Special Notes:
Does not need CA approval. This Informal Bid Form Request for vehicles has previously been approved by Bryan Chambers.

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

GILA COUNTY

Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John Marcanti, District III Supervisor

Don E. McDaniel, Jr., County Manager

INFORMAL BID REQUEST NO. 0317IBR015
NEW 2015 Full Size 4 Door 4x4 SSV

It is the intent of Gila County to purchase "**one (1) New 2015, Full Size 4 Door 4x4 SSV**" as specified for the Sheriff's Office.

Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Guerrero Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

BID SUBMITTAL DUE DATE: **1:00 PM/MST (AZ Local Time), Monday, March 30, 2015**

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope: The words "**Informal Bid Request**" with Bid Title **"NEW 2015 Full Size 4 Door 4x4 SSV"**, Bid No. "**0317IBR015**", date "**March 30, 2015**", and time "**1:00 PM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

DELIVERY ADDRESS:

GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. John Root, Auto Equipment Fleet Supervisor, Ph #928-402-8524.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

INFORMAL BID REQUEST #0317IBR015
NEW 2015 Full Size 4 Door 4x4 SSV

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: $ 31689.01 **CONTRACT NO.: 0317IBR015**

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

Dale DeLange
Signature of Authorized Individual

601 N Broad
Address

Lisa L Wieleng
Print Name

Globe AZ 85501
City State Zip

Sales 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: Roger Wieleng Phone #: (928) 425-3157

The offer is hereby accepted:

The Vendor is now bound to provide the material or service listed in IBR No.: 0317IBR015, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Deputy Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

INFORMAL BID REQUEST #0317IBR015
NEW 2015 Full Size 4 Door 4x4 SSV

COST SUMMARY

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: McSpadden Ford Inc **Phone No.:** (928)425-3157
Vehicle Year, Make, & Model: 2015 Ford Expedition

MINIMUM SPECIFICATIONS NEW 2015 Full Size 4 Door 4x4 SSV	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Bucket Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM/FM Clock (CD) Radio/Stereo	X	
6 Cylinder Gas Engine	X	
Four Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
A/C – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	

SUB – TOTAL AMOUNT	$29445.60
OTHER COSTS	$.
SALES TAX	$2243.41 .
TOTAL AMOUNT OF DELIVERED VEHICLE	$31,689.01

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 8-12 weeks (Note: Delivery Date may be a factor in informal bid award)

CNGP530 VEHICLE ORDER CONFIRMATION 10/01/14 16:04:38

==> Dealer: F71480

2015 EXPEDITION Page: 1 of 1

Order No: 9999 Priority: L4 Ord FIN: QA521 Order Type: 5B Price Level: 515

Ord Code: 102A Cust/Flt Name: GILA CO PO Number:

		RETAIL
U1G	4X4 XL	$41895
	.119" WHEELBASE	
Z1	OXFORD WHITE	
C	CLOTH BUCKET	
D	DUNE	
102A	EQUIP GRP	(2230)
	.SSV PACKAGE	
99T	.FF 3.5L ECO V6	NC
446	.6-SPD AUTO O/D	NC
425	50 STATE EMISS	NC
536	TRAILER TOW	560
	AM/FM CLK RADIO	
153	FRT LICENSE BKT	NC
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	

		RETAIL
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	1195
TOTAL	BASE AND OPTIONS	41420
TOTAL		41420

THIS IS NOT AN INVOICE

Added. 3.73 LTD Axle 320

41,740.00

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC20389

Sell For 29,445.60

Sales tax $2243.41

Balance out 51.15